

CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, AUGUST 21, 2012, 6:30 P.M.

- A. Call to Order and Roll Call
- B.
 - 1. Citizen Comment Period
 - 2. Announcements from Mayor Taylor of upcoming community events & news items:
 - a. Eagle Scout Luke Jameson Mathers-Dist. #4.
- C. Approval of Minutes
 - 1. Approval of regular meeting of August 7, 2012.
- D. Hearings
- E. Organizational Business
 - 1. Boards and Commissions Appointments
 - a. Alderman Timothy Solomon-Complete Streets and Connectivity Committee.
 - b. John Michlig- Complete Streets and Connectivity Committee-Dist. #3.
 - c. Greg Kowalski- Complete Streets and Connectivity Committee-Dist. #1.
 - d. Kevin Haley- Complete Streets and Connectivity Committee-Dist. #6.
 - e. Curt Bolton- Complete Streets and Connectivity Committee-Dist. #2.
- F. Letters and Petitions
 - 1. Presentation by Jenni Vaughn, 4-H Youth Recruiter regarding area community club.
- G. Reports and Recommendations
 - 1. Ordinance to create Section 15-3.0442 of the Franklin Unified Development Ordinance establishing Planned Development District No. 37 (The Rock Sports Complex) and to rezone property from A-1 Agricultural District, R-2 Estatic Single-Family Residence District and FW Floodway District to Planned Development District No. 37 and FW Floodway District (at approximately 7900 W. Crystal Ridge Drive).
 - 2. Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at the eastern corner of W. Loomis Road and W. St. Martins Road (STH 100), from Mixed Use to Commercial Use and to change the City of Franklin Crossroads Trade Area Regulating Plan to allow for such commercial use (approximately 29.48 acres) (David W. Behrens, Principal of GreenbergFarrow Architecture, Inc., applicant).
 - 3. Standards, Findings and Decision of the City of Franklin Common Council upon the application of David W. Behrens, Principle of GreenbergFarrow Architecture, Inc., for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance.

4. Ordinance to create Section 15-3.0441 of the Franklin Unified Development Ordinance establishing Planned Development District No. 36 (Meijer grocery and department Store development) and to rezone property from B-3 Community Business District, Planned Development District No. 31 (Foresthill Highlands/United Financial Group, Inc.) and FW Floodway District to Planned Development District No. 36 and FW Floodway District (at the eastern corner of W. Loomis Road and W. St. Martins Road [STH 100]).
5. Resolution conditionally approving a 1-lot Certified Survey Map, being a part of the Southeast $\frac{1}{4}$ of Section 17, Township 5 North, Range 21 East, and that part of the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 17, Township 5 North, Range 21 East and being all that part of the South $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 17, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin (Legend Creek, LLC, owner, Paul Bouraxis, Registered Agent through David W. Behrens, Principal of GreenbergFarrow Architecture, Inc.) (eastern corner of W. Loomis Road and W. St. Martins Road [STH100]).
6. Resolution authorizing certain officials to accept a conservation easement for and as part of the review and approval of a special use for a new medical office building greater than 40,000 square feet in area use upon property located at 9969 S. 27th Street (Wheaton Franciscan Healthcare-Franklin, Inc., applicant).
7. Ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from R-1 Countryside/Estate Single-Family Residence District to A-1 Agricultural District (Franklin Investment Properties LLC, applicant) (approximately 11,96902 acres) (11052-11056 S. 76th Street).
8. Resolution imposing conditions and restrictions for the approval of a Special Use for a public horse stable business use upon property located at 11052-11056 S. 76th Street (Franklin Investment Properties LLC, applicant).
9. Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at 11052-11056 S. 76th Street from residential to agricultural use (approximately 11.96902 acres) (Franklin Investment Properties LLC, applicant).
10. Resolution authorizing certain officials to execute a replacement holding tank agreement with Fed Ex Freight, 10613 S. 27th Street, Tax Key No. 951-9996-009.
11. Change Order No. 4 – Ryan Creek Interceptor Contract C02006-C03 for utility relocation on Parcel No. 21 – 9733 W. Ryan Road.
12. Remove or replace deteriorated concrete curb and gutter, a change order to S. 51st Street contract with Payne & Dolan, Inc. the amount of \$17,476.
13. Resolution authorizing officials to execute an Engineering Service Agreement with Graef to provide Stormwater Management Review.
14. Quarry Monitoring Proposals: Recommendation from work group on consultant selection and staff recommendations for contract development.
15. Resolution awarding a five (5) year contract for refuse collection, disposal and recycling to Johns Disposal Service, Inc.
16. Nuisance premises ordinances review (Alderman Wilhelm).

Franklin Common Council

8/21/12

Page Three

- H. Licenses and Permits
 - 1. Miscellaneous Licenses.

- I. Bills
 - 1. Vouchers and Payroll approval.

- J. Adjournment

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

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

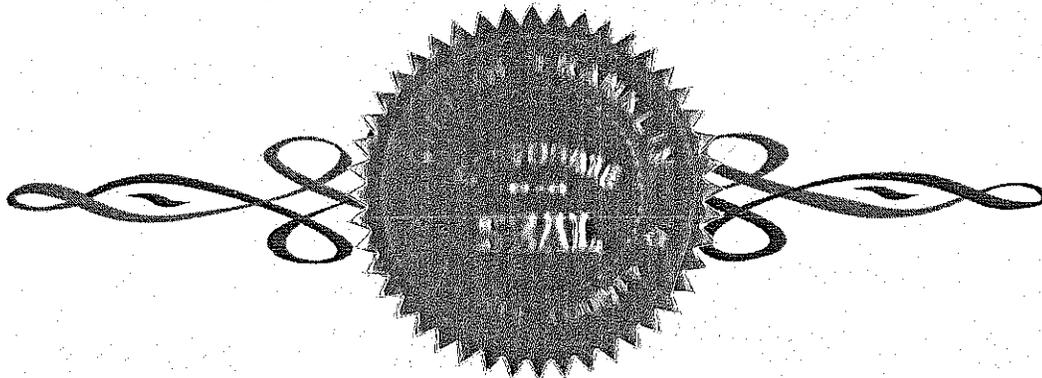
[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

REMINDERS:

August 23	Plan Commission	7:00 p.m.
September 3	HOLIDAY-CITY HALL CLOSED	
September 4	Committee of the Whole AND Common Council	6:30 p.m.

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THE CITY OF FRANKLIN



WHEREAS, the conferring of an Eagle Scout is the highest and most coveted rank that can be bestowed upon a Boy Scout, where less than six percent of all Scouts in the United States achieve this goal, and

WHEREAS, such award is an earned award in that the recipient must perform and successfully complete and pass the rigid requirements exacted to achieve an Eagle Scout Award, and

WHEREAS, Luke Jameson Mathers has been in Troop 532 for 7 years, has earned a total of 36 merit badges, and has served as Patrol Leader, Assistant Senior Patrol Leader, and Troop Guide. Luke also participated in the Centennial National Scout Jamboree in Virginia and the Philmont Scout Ranch in New Mexico, and

WHEREAS, Luke's Eagle Scout Service Project involved planning and organizing the installation of a wooden foot bridge at the Oak Creek Soccer Complex that now allows athletes and their spectators to safely access the lower playing field from the upper parking lot; an idea he came up with after seeing the difficulty his own grandparents had getting to the field to watch him play, and

WHEREAS, Luke's parents, his scouting leaders, members of the Eagle Scout Board of Review for Troop 532, other family and friends, and the community are very proud of his achievement.

NOW, THEREFORE, I, Thomas M. Taylor, Mayor of the City of Franklin, do hereby recognize Luke Jameson Mathers on the occasion of him becoming an Eagle Scout and ask that all citizens of the City of Franklin join me in congratulating him on this outstanding achievement.

Dated: August 17, 2012

Thomas M. Taylor
Thomas M. Taylor, Mayor

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BUDGET CHANGES-
CONTINUED

OF THE GENERAL FUND, CAPITAL OUTLAY FUND, CAPITAL IMPROVEMENTS FUND AND DEBT SERVICE FUND as corrected. Seconded by Alderman Taylor. All voted Aye; motion carried.

CAPITAL
IMPROVEMENT
FUND

G.4. Alderman Solomon moved to transfer \$220,000 from the fund balance of the General Fund to the Capital Improvement Fund. Seconded by Alderman Taylor. All voted Aye; motion carried.

APPLICATION OF
OAK CREEK WATER
AND SEWER
UTILITY

G.5. Alderman Olson moved to place the City of Franklin Board of Water Commissioners Report to the Common Council upon Public Service Commission of Wisconsin Case No. 4310-Wr-104; Application of the Oak Creek Water and Sewer Utility to Increase Water Rates; Public Service Commission of Wisconsin Final Decision Dated July 20, 2012 and Mailed July 23, 2012 on file. Seconded by Alderman Wilhelm. At 8:16 p.m. Mayor Taylor passed the gavel to Council President Taylor, who then chaired the meeting. The gavel was returned to Mayor Taylor at 8:20 p.m., who returned to chairing the meeting. On the main motion, all voted Aye; motion carried.

QUARRY
MONITORING
PROPOSALS

G.6. Alderman Wilhelm moved to table Quarry Monitoring Proposals to the Common Council meeting of 8/21/12. Seconded by Alderman Olson. All voted Aye; motion carried.

Mayor Taylor vacated his seat at this time.

RES. 2012-6823
EASEMENT-
PDD NO. 22-
FRANKLIN
MEADOWS SENIOR
INDEPENDENT
LIVING APARTMENT
BUILDING
DEVELOPMENT

G.7. Alderman Wilhelm moved to adopt Resolution No. 2012-6823, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF AN AMENDMENT TO PLANNED DEVELOPMENT DISTRICT NO. 22 FOR THE FRANKLIN MEADOWS SENIOR INDEPENDENT LIVING APARTMENT BUILDING DEVELOPMENT (FRANKLIN SENIOR HOUSING, INC., APPLICANT) (7704 SOUTH 51ST STREET). Seconded by Alderman Solomon. All voted Aye; motion carried.

RES. 2012-6824
COMPLIANCE
MAINTENANCE
RESOLUTION-DNR

G.8. Alderman Olson moved to adopt Resolution No. 2012-6824, A RESOLUTION APPROVING THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR-208 COMPLIANCE MAINTENANCE RESOLUTION-REPORTING YEAR 2011. Seconded by Alderman Wilhelm. All voted Aye; motion carried.

AGREEMENT-
CERTIFIED SOIL
TESTERS

G.9. Alderman Skowronski moved to approve the Professional Services Agreement as written between the City of Franklin and Racine County for their services to verify a certified soil tester's soil and site evaluation at designated properties when needed, subject to approval as to form by the City Attorney and incorporation by the City Attorney of additional boiler plate language he deems necessary, and to authorize the Director of Administration to execute such agreement. Seconded by Alderman Schmidt. All voted Aye; motion carried.

CHANGE ORDER-
JACK WORKMAN
PARK

G.10. Alderman Solomon moved to authorize staff to sign Change Order No. 1 for the Jack Workman Park wetland mitigation as a part of the W. Drexel Avenue reconstruction, from S. 27th Street to S. 31st Street, for a reduction in the contract with Marek Landscaping, Inc. of \$844.16 reducing the contract from \$15,285.50 to \$14,441.34. Seconded by Alderman Schmidt. All voted Aye; motion carried.

RES. 2012-6825
EASEMENT-
9342 S. 31ST STREET

G.11. Alderman Solomon moved to adopt Resolution No. 2012-6825, RESOLUTION ACCEPTING STORM SEWER EASEMENT AND PETITION AND WAIVER OF HEARING FORM AND FOR THE DEPARTMENT OF PUBLIC WORKS TO REPLACE A STORM SEWER ALONG NORTH PROPERTY LINE OF 9342 S. 31ST STREET. Seconded by Alderman Wilhelm. All voted Aye; motion carried.

RES. 2012-6826
LIBRARY BOARD
WAGE RATES

G.12. Alderman Solomon moved to adopt Resolution No. 2012-6826, A RESOLUTION TO RECEIVE LIBRARY BOARD WAGE RECOMMENDATIONS AND ESTABLISH WAGE RATES AND 2012 WAGE ADJUSTMENTS FOR THE POSITIONS OF LIBRARY SHELVER AND LIBRARY ASSISTANT. Seconded by Alderman Schmidt. All voted Aye; motion carried.

RES. 2012-6827
LIBRARY
EMPLOYEES

G.13. Alderman Olson moved to adopt Resolution No. 2012-6827, A RESOLUTION TO ADDRESS FRINGE BENEFITS OF LIBRARY EMPLOYEES, INCLUDING RELATED PART-TIME EMPLOYEE DESIGNATIONS. Seconded by Alderman Schmidt. All voted Aye; motion carried.

POLICE AND FIRE
DEPARTMENT
GRANTS

G.14. Alderman Olson moved to eliminate the requirement that the Police Department Office of Justice Assistance grant and the Fire Department's Homeland Security Grant need to be referred to the Technology Commission at this time. Seconded by Alderman Wilhelm. All voted Aye; motion carried.

ORD. 2012-2088
TECHNOLOGY
COMMISSION
MEMBERS

- G.15. Alderman Olson moved to adopt Ordinance No. 2012-2088, AN ORDINANCE TO REPEAL AND RECREATE SECTION 10-15 B. OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, IN ORDER TO AMEND THE NUMBER OF MEMBERS OF THE TECHNOLOGY COMMISSION THAT COMPRISE A QUORUM. Seconded by Alderman Schmidt. All voted Aye; motion carried.

Mayor Taylor returned to his seat.

CLOSED SESSION-
FRANCISCAN
HEALTHCARE
CENTER

- G.16. Alderman Olson moved to enter closed session at 8:38 p.m. pursuant to Wis. Stat. § 19.85(1)(e), to consider the terms and negotiation of a potential development agreement with Wheaton Franciscan Healthcare-Franklin, Inc. and related parties, concerning public improvements related to the development of the proposed medical office buildings and the terms of general property taxation of existing and future development and uses of the Wheaton Franciscan Healthcare-Franklin Inc. property within Tax Incremental District No. 4, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Skowronski. On roll call, call voted Aye; motion carried.

Upon reentering open session at 8:56 p.m., Alderman Taylor moved that with regard to the draft special use resolution in the Common Council agenda packet with regard to condition number 14 that should be amended to read as follows: As a condition of the approval of this Special Use the property and all improvements and uses to be developed and operated thereon shall be developed, operated and maintained pursuant to that certain Wheaton Franciscan Healthcare Center first amendment to development agreement, City of Franklin, Wisconsin, August, 2012, as drafted by the City Attorney and contained within the Common Council packet for such meeting with technical changes as may be approved by the City Attorney but to include the text of paragraph number 5 as drafted by the City Attorney. Seconded by Alderman Solomon. On roll call, all voted Aye; motion carried.

RES. 2012-6828
SPECIAL USE-
WHEATON
FRANCISCAN
HEALTHCARE-
FRANKLIN, INC.

Alderman Taylor moved to adopt Resolution No. 2012-6828, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A NEW MEDICAL OFFICE BUILDING GREATER THAN 40,000 SQUARE FEET IN AREA USE UPON PROPERTY LOCATED AT 9969 SOUTH 27TH STREET (WHEATON FRANCISCAN HEALTHCARE-FRANKLIN, INC., APPLICANT) with condition number 14 to provide as amended by the Common Council at their meeting of 8/07/12.

SPECIAL USE-
CONTINUED

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

CLOSED SESSION-
S. 27TH STREET
CORRIDOR

G.17. Alderman Skowronski moved to enter closed session at 9:04 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and negotiate terms relating to the potential development of property within the South 27th Street Corridor, and the governmental actions in relation thereto and to effect such development, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Olson. On roll call, all voted Aye; motion carried.

Upon reentering open session at 9:25 p.m.,

MISCELLANEOUS
LICENSES

H.1. Alderman Solomon moved to grant the following licenses:

2012 Operator License to Brian J. Lewis, 3505 S. River Glen Ln. #5, Greenfield with warning letter from City Clerk; James H. Balistreri, 2923 S. 43rd St., Milwaukee; Tina M. Baratta, 11207 42nd Ave., Pleasant Prairie; Jeremy L. Brown, 2575 W. Lakewood Ln. 1B, Oak Creek; Ronalee A. Brown, 9075 S. Chicago Ct., Oak Creek; Andrew R. Hushek, 5315 W. Arizona St., Milwaukee; Balbir Kaur Toor, 3840 W. Jerelin Dr.; Heath A. Klopp, 245 Southtowne Dr. #E 101, South Milwaukee; Shannon M. Trapman, S69 W15062 Cornell Cir., Muskego; Gurpreet Walia, 11401 Parkview Ln., Hales Corners and Jacqueline M. Glanzmann (temporary operator license), 4915 W. Loomis Rd., Greenfield;

Extraordinary Entertainment & Amusement Event for MACC Fund Car Show, Person in Charge: Wayne Seidel, Location: 6455 S. 108th St. – Hiller Ford Car Dealership on 9/9/12 from 9 a.m. to 4:00 p.m.;

Temporary Entertainment & Amusement and Temporary Class B Beer to Franklin-Hales Corners VFW Post 10394, Person in Charge: Andrew Hushek at 11300 W. Church St. on 9/2-3, 2012 pending receipt of grant applications and approved by City Clerk. Seconded by Alderman Taylor. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

I.1. Alderman Olson moved to approve net City vouchers in the range of Nos. 143739 through 143888 dated August 7, 2012, in the amount of \$1,288,796.46. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

Alderman Skowronski moved to approve net payroll dated July 27, 2012, in the amount of \$358,509.87. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

Franklin Common Council

8/07/12

Page Six

ADJOURNMENT

J.

Alderman Olson moved to adjourn the meeting at 9:31 p.m. Seconded by Alderman Skowronski. All voted Aye; motion carried.

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>8/21/12</p>
<p>ORGANIZATIONAL BUSINESS</p>	<p>Boards and Commissions Appointments</p>	<p>ITEM NUMBER</p> <p><i>E.1.</i></p>

Several terms of offices on various Boards and Commissions have or will be expiring. The Mayor may have appointments for Council confirmation:

Complete Streets and Connectivity Committee

Alderman Timothy Solomon
 John Michlig, 7809 S. Stonebrook Ct.
 Greg Kowalski, 8817 S. Golden Ct.
 Kevin Haley, 8945 S. 116th St.
 Curt Bolton, 8035 W. Imperial Drive

City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

RECEIVED
CITY OF FRANKLIN
2012 FEB 23 PM 12:04

VOLUNTEER FACT SHEET

Thank-you for your interest in serving on a City Board, Commission, or Committee. In order that consistent information be provided to the Common Council, you are asked to complete the following:

PERSONAL:

Name CURTIS E. BOLTON
Address 8035 W IMPERIAL DR., FRANKLIN
Phone Number (414) 529-5021
E-Mail CURTISBOLTON3@GMAIL.COM
Length of Time a Franklin Resident 17 YEARS
Alderman or District Number SOLOMON

AREA OF INTEREST: Please check the line next to the Board, Commission or Committee or area of greatest interest. If listing more than one, please prioritize your top three choices (3 being least priority).

- | | |
|---|--|
| <input type="checkbox"/> Architectural Board | <input type="checkbox"/> Civic Celebrations Commission |
| <input type="checkbox"/> Community Development Authority | <input type="checkbox"/> Ethics Board |
| <input type="checkbox"/> Environmental Commission | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Fair Commission | <input type="checkbox"/> Forward Franklin Economic Development Comm. |
| <input type="checkbox"/> Fire and Police Commission | <input type="checkbox"/> Board of Health |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> Parks Commission |
| <input type="checkbox"/> Personnel Committee | <input type="checkbox"/> Plan Commission |
| <input checked="" type="checkbox"/> Board of Public Works | <input type="checkbox"/> Board of Review |
| <input type="checkbox"/> Technology Commission | <input type="checkbox"/> Board of Water Commissioners |
| <input type="checkbox"/> Board of Zoning and Building Appeals | <input type="checkbox"/> Waste Facilities Monitoring Committee |

Why are you interested in joining this (these) particular Board and/or Commission?

LIKE MOST COMMUNITIES, FRANKLIN NEEDS TO DO A BETTER JOB OF MINIMIZING EXPENSES ON PUBLIC WORKS AND INFORMING CITIZENS HOW PUBLIC WORKS DOLLARS ARE SPENT. I BELIEVE MY EXPERIENCE IN THE MUNICIPAL SECTOR UNIQUELY QUALIFIES ME TO ADDRESS THESE ISSUES.

CURT BOLTON, PE
8035 W. Imperial Drive
Franklin, WI 53132
(414)529-5021
curtisbolton3@gmail.com

PROFESSIONAL PROFILE:

I believe that the services provided by local municipalities provide the foundation for today's and our children's economy. My engineering professional life has been directed towards minimizing costs for today's taxpayers and providing a firm foundation for the future.

SELECTED ACCOMPLISHMENTS:

- Successfully wrote and received numerous grants. These included two grants from WIDNR totaling more than \$90,000 to create two separate storm water utilities, two grants from WiDOT for STP projects totaling over \$1,000,000 and Stimulus funding totaling over \$300,000
- Directed staff using GIS and WiDOT deterioration curves to analyze impact of Road Capital Plan alternatives by Aldermanic District
- Led Storm water Committee in preparation for Storm water Utility. Directed consultant engineers in revising rate structure to more adequately connect parcel costs with pollutant loads
- Increased staff morale by working with staff to implement their suggestions and noting staff accomplishments in writing as part of monthly Engineer's Report to Board of Public Works

COMPUTER SKILLS:

Familiar with AutoCAD & ArcGIS, Microsoft Office (Word, Excel, PowerPoint, Access & Outlook)

PROFESSIONAL EXPERIENCE:

City Engineer 2007-June 2009
City of Greenfield Greenfield, WI

- Led investigations into causes of basement flooding from the June 2008 storm and implementing policy change to assess a fee for blocking backyard drainage
- Provided quality control for road reconstruction project design
- Provided quality control for site and subdivision reviews
- Implemented program where Developer fines for erosion control violations were used to purchase water-monitoring equipment
- Worked closely with Consultant and DPW in preparing a Sanitary Sewer Capital Plan
- Managed annual road projects
- Represented Department of Neighborhood Services in meetings with Developers, WIDNR, MMSD, WiDOT and FEMA
- Managed three employees to provide engineering services to a community of approximately 36,000 people with myself as the sole in-house engineer
- Represented Greenfield at MMSD TAT meetings

Village Engineer 1998-2006
Village of Sussex Sussex, WI

- Managed Water Utility, including two employees
- Served as GIS Coordinator
- Served as Zoning Administrator
- Started and ran Storm water utility after obtaining grant from WIDNR
- Oversaw development in a fast growing community with help from Consultants
- Managed annual road projects
- Sole Department employee providing engineering services to a community of approximately 10,000 people

ADDITIONAL EXPERIENCE:

Consulting Engineer
Ruekert-Mielke, Inc.

1993-1998
Waukesha, WI

- Promoted from Inspector to Project engineer to Client Contact during tenure

Plant Manager
Maple Island, Inc.

1987-1990
Medford, WI

- Responsible for all areas of plant operation and over 50 employees

EDUCATION:

Bachelor of Science, Environmental Engineering, 1993
University of Wisconsin-Milwaukee

- Interned at Village of Sussex designing water and sewer extensions for WiDNR approval and inspecting construction

TECHNICAL TRAINING:

- Repair of Concrete, University of Wisconsin-Madison
- Asphalt Road Repair and Maintenance, University of Wisconsin-Madison
- Developing Capital Plans, University of Wisconsin-Madison
- SLAMM training

AFFILIATIONS:

ASCE
APWA

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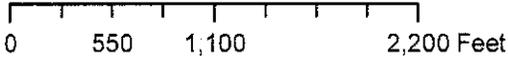
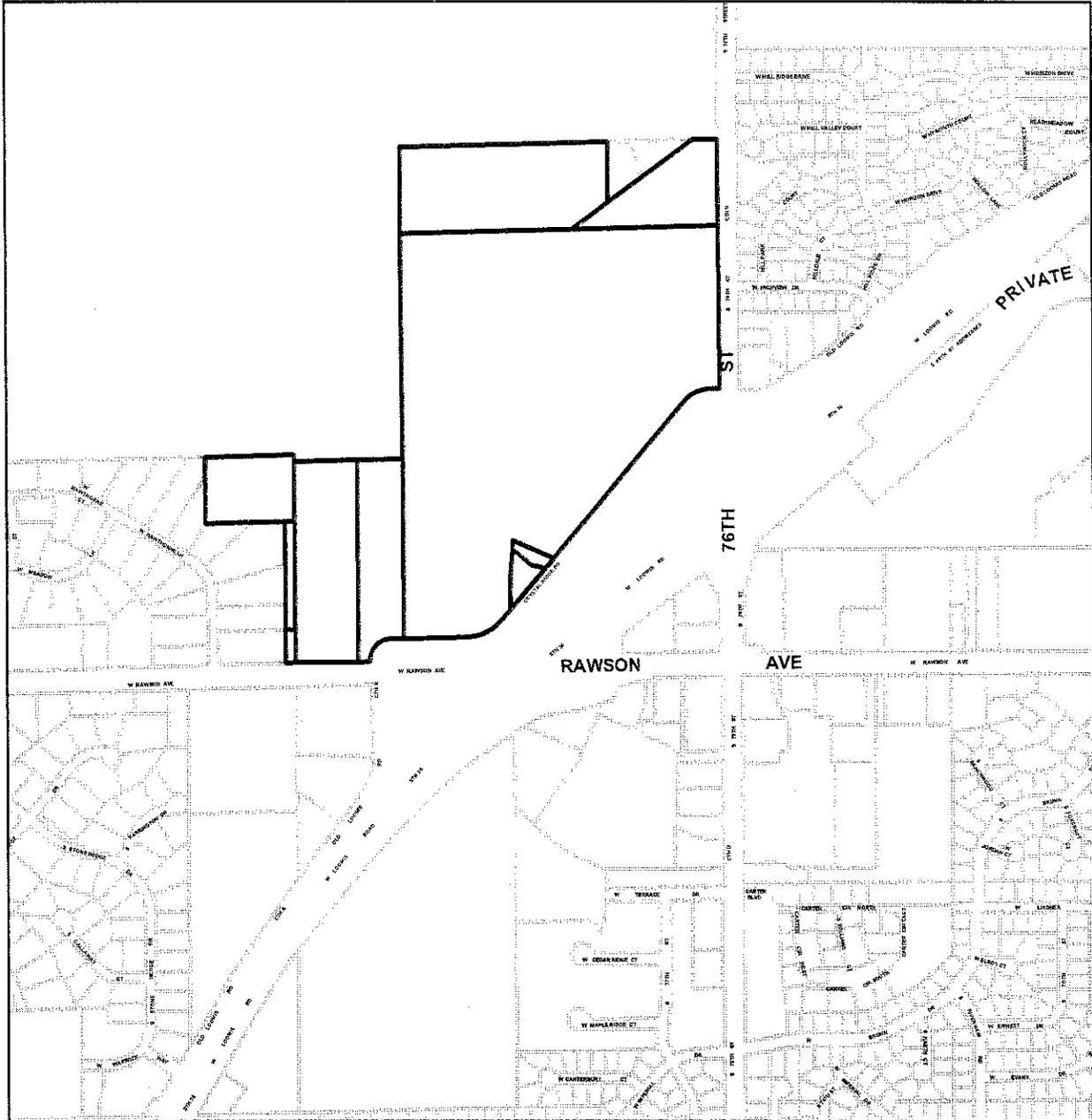
<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>08/21/12</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>ORDINANCE TO CREATE SECTION 15-3.0442 OF THE FRANKLIN UNIFIED DEVELOPMENT ORDINANCE ESTABLISHING PLANNED DEVELOPMENT DISTRICT NO. 37 (THE ROCK SPORTS COMPLEX) AND TO REZONE PROPERTY FROM A-1 AGRICULTURAL DISTRICT, R-2 ESTATED SINGLE-FAMILY RESIDENCE DISTRICT AND FW FLOODWAY DISTRICT TO PLANNED DEVELOPMENT DISTRICT NO. 37 AND FW FLOODWAY DISTRICT (AT APPROXIMATELY 7900 WEST CRYSTAL RIDGE DRIVE)</p>	<p>ITEM NUMBER</p> <p><i>C.I.</i></p>

At their meeting on August 9, 2012, the Plan Commission recommended approval of an ordinance to create Section 15-3.0442 of the Franklin Unified Development Ordinance establishing Planned Development District No. 37 (The Rock Sports Complex) and to rezone property from A-1 Agricultural District, R-2 Estate Single-Family Residence District and FW Floodway District to Planned Development District No. 37 and FW Floodway District (at approximately 7900 West Crystal Ridge Drive).

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance No. 2012-_____, an ordinance to create Section 15-3.0442 of the Franklin Unified Development Ordinance establishing Planned Development District No. 37 (The Rock Sports Complex) and to rezone property from A-1 Agricultural District, R-2 Estate Single-Family Residence District and FW Floodway District to Planned Development District No. 37 and FW Floodway District (at approximately 7900 West Crystal Ridge Drive)

The Rock Sports Complex ~7900 W. Crystal Ridge Drive



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.

City Development 2012
(2010 Aerial Layer)



STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2012-____

AN ORDINANCE TO CREATE SECTION 15-3.0442 OF THE FRANKLIN UNIFIED DEVELOPMENT ORDINANCE ESTABLISHING PLANNED DEVELOPMENT DISTRICT NO. 37 (THE ROCK SPORTS COMPLEX) AND TO REZONE PROPERTY FROM A-1 AGRICULTURAL DISTRICT, R-2 ESTATE SINGLE-FAMILY RESIDENCE DISTRICT AND FW FLOODWAY DISTRICT TO PLANNED DEVELOPMENT DISTRICT NO. 37 AND FW FLOODWAY DISTRICT (AT APPROXIMATELY 7900 WEST CRYSTAL RIDGE DRIVE)

WHEREAS, a petition for zoning change having been filed to change the zoning on a tract of land comprised of ten properties from A-1 Agricultural District, R-2 Estate Single-Family Residence District and FW Floodway District to a Planned Development District and FW Floodway District, which tract of land is located at approximately 7900 West Crystal Ridge Drive, bearing tax key nos. 708-8996-000, 708-8999-000, 744-8980-001, 744-8985-001, 744-8985-002, 744-8988-000, 744-8989-000, 745-0029-000, 745-8998-000 and 745-8999-004, and is more particularly described below; and

WHEREAS, a Public Hearing was held before the Plan Commission on the 9th day of August, 2012, and the Plan Commission having reviewed the Planned Development District No. 37 petition and having found that the proposed Planned Development District conforms to the standards for adoption of a Planned Development District, and having recommended to the Common Council that the creation of Planned Development District No. 37 be approved; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed Planned Development District No. 37 (The Rock Sports Complex) is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and contains more than 3 acres; and

WHEREAS, the Common Council having reviewed the petition and recommendation following the Public Hearing and having determined that the adoption of an ordinance to create Planned Development District No. 37 will promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the property described below be changed from A-1 Agricultural District, R-2 Estate Single-Family Residence District and FW Floodway District

to Planned Development District No. 37 (The Rock Sports Complex) as is created under SECTION 2 of this Ordinance and FW Floodway District:

TKN 708-8996-000: COM ON S LI 948.50 FT W OF SE COR OF NE 4 5 21 TH N 60D 4M E 261.64 FT N 3D 51M 30S E 378 FT N 87D 16M W 1253.97 FT TH S 4D 3M 8S W 519.29 FT TH E TO BEG 14.63 ACS;

TKN 708-8999-000: COM SE COR OF NE 4 5 21 TH N 519.25 FT W 204 FT SWLY TO A PT IN S LI OF SD QUAR SEC WH PT IS 948.50 FT W OF SE COR TH E ALG SD S LI TO BEG EXC E 60 FT FOR ST CONT 6.709 ACS;

TKN 744-8980-001: SE 4 5 21 N OF NWLY LI OF LOOMIS RD EXC W HALF OF W HALF OF SD QUAR & EXC COM CL OLD LOOMIS RD 406.47 FT NE OF S LI OF SD QUAR TH NLY 244.20 FT NLY 174.78 FT N 52.21 FT SE 311.87 FT TH SWLY ALG CL OF SD RD TO BEG & EXC E 60 FT FOR RD CONT 81.478 ACS;

TKN 744-8985-001: CERTIFIED SURVEY MAP NO 3931 SE 4 5 21 PARCEL 1 EXC PART CONVEYED FOR HIGHWAY 7.14 ACS;

TKN 744-8985-002: CERTIFIED SURVEY MAP NO 3931 SE 4 5 21 OUTLOT 1 EXC PART CONVEYED FOR HIGHWAY 10.76 ACS;

TKN 744-8988-000: COM CEN LI OLD LOOMIS RD 406.47 FT NE OF S LI OF SE 4 5 21 TH NLY 244.20 FT NLY 174.78 FT SE 109.36 FT SE 43.87 FT SE 21.11 FT SE 28.09 FT SE 62.90 FT TH SW ALG CEN LOOMIS RD TO BEG CONT 1.126 ACS;

TKN 744-8989-000: COM 1915.13 FT S OF NE COR OF W HALF SE 4 5 21 TH SELY TO CEN LI OF OLD LOOMIS RD NE ALG CEN LI OF SD RD 104 FT NW 311.87 FT TH S 52.21 FT TO BEG CONT 0.482 ACS;

TKN 745-0029-000: WHITNALL VIEW ADDN NO 1 BLK 1 OUTLOT 1 0.9 ACS;

TKN 745-8998-000: N 400 FT OF E 544.50 FT OF S HALF OF SW 4 5 21 CONT 5 ACS;

TKN 745-8999-004: CERTIFIED SURVEY MAP NO 3107 SW 4 5 21 OUTLOT 1 EXC PART CONVEYED FOR HIGHWAY 0.28 ACS.

SECTION 2: §15-3.0442 of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby created to read as follows:

Section 15-3.0442 PLANNED DEVELOPMENT DISTRICT NO. 37
(THE ROCK SPORTS COMPLEX)

- A. **Exhibits.** This Planned Development District shall be constructed, operated and maintained in conformance with the following listed Exhibits, all containing matters approved hereunder or by the separate approval of the Common Council as set forth below, and all applicable terms and provisions of the Municipal Code and the Unified Development Ordinance not enumerated herein and not contrary to the terms or provisions of this ordinance, including, but not limited to such permits as are required under Division 15-8.0200 Construction, Division 15-8.0300 Construction Site Erosion Control Division 15-8.0600, as well as the Development Agreement required as a condition of approval of Exhibit A, below. The plans contained in the following listed Exhibits may be adjusted in minor detail and so noted prior to construction upon the written approval of the City Engineer or City Planning Manager in order to comply with all of the conditions of this Ordinance.
1. **Exhibit A:** Site Plan, approved under this ordinance.
 2. **Exhibit B:** Landscape Plan, approved under this ordinance.
 3. **Exhibit C:** Lighting Plan, approved under this ordinance.
 4. **Exhibit D:** Grading Plan, approved under this ordinance.
 5. **Exhibit E:** Utility Plan, approved under this ordinance.
 6. **Exhibit F:** Stormwater Management Plan, approved under this ordinance.
 7. **Exhibit G:** Natural Resource Protection Plan, approved under this ordinance.
 8. **Exhibit H:** Building Elevations, approved under this ordinance (which shall be subject to reasonable modifications by applicant to be reviewed and approved by Department of City Development Staff, approval of which shall not be unreasonably withheld).
 9. **Exhibit I:** Sign Plan, subject to compliance with the City of Franklin Municipal Code, as amended, review and approval by the Architectural Review Board and issuance of a Sign Permit through the Inspection Department.
 10. **Exhibit J:** Easement Documents (Conservation Easement, Water Main Easement, Sanitary Sewer Easement and Bufferyard Easement).
- B. **District Intent.** It is the intent of the Planned Development District No. 37 to provide a multi-use sports and entertainment complex where the recreational needs of area residents can be met without undue disturbance of natural resources and adjacent uses. All development within Planned Development District No. 37 shall comply with the

standards and requirements of the P-1 Park District and all other applicable zoning requirements of the Unified Development Ordinance, except as otherwise specifically set forth in this Planned Development District No. 37. All decisions upon approvals to be made hereunder shall be made upon the application of such intent and standards and requirements.

C. Permitted, Special and Prohibited Uses.

1. **District Permitted Uses.** The following are permitted uses in Planned Development District No. 37:
 - a. The Rock Sports Complex (Scenario 2, Phase 1) as depicted in Exhibits A through J.
 - b. Skiing
 - c. Snowboarding
 - d. Sledding & tubing
 - e. Cross country skiing
 - f. Baseball
 - g. Softball
 - h. Commercial batting cages
 - i. Volleyball
 - j. Football
 - k. Lacrosse
 - l. Soccer
 - m. Mountain biking
 - n. Bicycle motocross
 - o. Running
 - p. Temporary Uses/Extraordinary Entertainment & Special Events as permitted by the Unified Development Ordinance.
 - q. Restaurant (without drive through facilities)
 - r. Concession stands
 - s. Equipment rental
 - t. Retail equipment and accessory sales
 - u. Those uses permitted within the P-1 Park District
 - v. Monitoring and other activities associated with the landfill as required by the Wisconsin Department of Natural Resources.

- w. Except as set forth under subs. a. above, those uses found to be similar to the above permitted uses under the terms of §15-2.0210 of this ordinance.

Review and approval required. Except for the permitted uses set forth in subs. a. above, which are conditionally approved under this ordinance, permitted uses are subject to site plan review and approval under the terms of §15-7.0100 of this Ordinance.

2. **District Special Uses.** The following are special uses in Planned Development District No. 37:

- a. Those special uses allowed within the P-1 Park District.
- b. Drinking Places (without drive through facilities)
- c. Those uses found to be similar to the above special uses under the terms of §15-2.0210 of this Ordinance.

Review and Approval required. Special uses are subject to special use review and approval under the terms of §§15-3.0701 and 15-3.0703 and site plan review and approval under the terms of §15-7.0100 of this Ordinance.

3. **District Prohibited Uses.** The following uses shall be prohibited in Planned Development District No. 37, including when proposed as accessory to a Permitted or a Special Use:

- a. Motorized recreational vehicles including but not limited to snowmobiles, dune buggies, motorcycles, dirt bikes and all-terrain vehicles, except for snow grooming and grounds keeping operations, and /or emergency rescue operations.
- b. Riding/equestrian trails
- c. Hunting, trapping, game propagation
- d. Automobile racing, including track operation
- e. Cabins or cottages (rental)
- f. Campgrounds (rental, for tents and/or recreational vehicles)
- g. Firearm Ranges (indoor and outdoor)
- h. Archery Ranges (indoor and outdoor)
- i. All uses not listed as a permitted use, special use or accessory use thereto within the P-1 Park District.

D. **District Standards.** Planned Development District No. 37 is further intended to have the following development standards:

1. **Landscape Surface Ratio and Floor Area.** PDD No. 37 shall maintain a minimum Landscape Surface Ratio (LSR) of .50 and Floor Area Standards in compliance with P-1 Park District standards pursuant to Table 15-3.0313.

2. **Lot Dimensional Requirements.**

a. Minimum Lot Area (s.f.):	40,000
b. Minimum Lot Width at Setback Line (feet):	100
c. Minimum Front Yard (feet):	50
d. Minimum Side Yard (feet)(a):	20
e. Minimum Side Yard on Corner Lot (feet):	50
f. Minimum Rear Yard (feet)(a):	50
g. Minimum Shore Buffer (feet):	75
h. Minimum Wetland Buffer (feet):	30
i. Minimum Wetland Setback (feet):	50

(a) Upon approval of site plans, the Plan Commission may waive the minimum building setbacks from the interior lot line of a property zoned PDD No. 37 when abutting another property zoned PDD No. 37. The Plan Commission shall consider the applicable standards for Site Plan, Special Use and Land Division applications in making such determination.

3. **Maximum Building Height:** 2.0 stories/35 feet

E. Approved Uses.

The Rock Sports Complex development for the time period as set forth in this ordinance is an “approved use” under this ordinance. The following terms and provisions of this subs. E. shall only apply to such approved uses where the subject matter of the following terms and provisions is not otherwise addressed or depicted in the Exhibits to this ordinance. The following terms and provisions of this subs. E. shall apply to all future uses of the property within the District.

1. Site Restrictions:

a. *Accessory Structures:*

Accessory structures or uses not depicted upon any Exhibit to this ordinance shall require approval under §15-9.0102 of this Ordinance and the Zoning Administrator shall apply the standards of this ordinance upon the review of an application therefore.

b. *Fencing:*

No fences shall be constructed on any Site without the approval of the Plan Commission. Fencing, where permitted, shall be solely for purposes of screening, security and landscape enhancement. Fencing shall be constructed only of permanent, high quality materials such as pressure-treated wood, masonry, or metal, and shall be approved by the Plan Commission in every instance.

c. *Temporary Structures:*

No temporary structures or trailers are permitted without prior written approval of the Plan Commission, except those belonging to construction companies during periods of construction.

d. *Ancillary Structures:*

No water tower, storage tank, processing equipment, solar collector, telecommunications equipment, cooling tower, satellite disks or other ancillary structure or outside equipment shall be constructed, erected or placed in the District without the prior written approval of the Plan Commission.

e. *Signs:*

All signs must be in accordance with the Municipal Code, as amended, approved by the Architectural Review Board and subject to issuance of a Sign Permit through the Inspection Department. On-site directional signage may be allowed in any area needed to control traffic or parking provided such signage has received approval from the Architectural Review Board.

2. **Parking:**

a. *Parking Generally:*

The Rock Sports Complex shall be provided with adequate paved off-street automobile parking as approved by the Plan Commission. No parking will be permitted on any street, driveway, or any place in the District other than in approved parking spaces. Overnight parking of campers, mobile homes, boats, trailers and similar vehicles is prohibited unless prior written approval is obtained from the Plan Commission. Overnight parking of trucks and service vehicles shall be behind landscape screening so as to minimize visibility from the roadway unless prior written approval is secured from the Plan Commission.

b. *Parking Location:*

No parking shall be allowed within the parking setbacks set forth in Division 15-5.0200 of the Unified Development Ordinance unless otherwise approved in writing by the Plan Commission, except parking setbacks from interior lot lines of a property zoned PDD No. 37 when abutting another property zoned PDD No. 37.

Utilization of parking on any adjacent sites is prohibited and shall not be counted towards parking requirements.

c. *Parking Ratio:*

Unless otherwise approved by the Plan Commission, areas for current and future parking needs shall be provided as follows:

- i. Off-street parking space and on-site queuing requirements shall comply with Section 15-5.0203 and Table 15-5.0203 of the Unified Development Ordinance.
- ii. Each use shall have parking capacity adequate to serve the reasonable expected parking needs for the Site; and
- iii. No continuing or extended use shall be made of a Site or any building constructed thereon which requires, or is reasonably expected to require, parking in excess of the capacity of the parking facilities available on said Site.

3. **Screening:**

a. *Storage:*

Waste and recycling containers shall be screened from view from the streets and adjacent sites by completely opaque screens unless otherwise approved by the Plan Commission. No other articles, goods, materials, finished or semi-finished products, incinerators, storage tanks, or other items shall be kept outdoors or exposed to public view, or to view from adjacent sites.

4. **Landscaping:**

a. *Landscape Requirements:*

The Rock Sports Complex shall provide landscape plantings as depicted upon the Landscape Plan City file-stamped August 1, 2012 and annexed hereto as Exhibit B.

Plantings shall be provided with a two year planting guaranty.

The 30' Buffer Yard Setback as depicted on the Landscape Plan City file-stamped August 1, 2012 shall be reserved for the planting of trees and shrubs; the building of structures hereon is prohibited, except for existing driveway access and trails as may be permitted by the Plan Commission.

The quantity of plantings within Bufferyard Easements shall be held in perpetuity and maintained throughout the life of the development.

Future Phases and Uses shall provide Landscaping in compliance with all requirements set forth per Division 15-5.0300 of the Unified Development Ordinance.

5. **Architecture:**

a. *Architecture:*

The dugouts, concession stands, announcer's booth and restaurant/bar architecture shall be completed, and in substantial compliance, per Exhibit H.

Future uses and structures shall provide architectural elements consistent with the structures approved in Phase I to provide a single cohesive development.

6. **Hours of Operation:**

a. *Athletic Fields and Concession Stands:*

Hours of operation for the athletic fields and concession stands shall be limited to 7:00 a.m. to 10:30 p.m.

b. *Athletic field lighting curfew:*

All athletic field lights shall be shut off by 10:30 p.m.

c. *Restaurant:*

Hours of operation for the restaurant shall be limited to 7:00 a.m. to 2:00 a.m.

d. *Bicycle trails (non-motorized):*

Hours of operation for the bicycle trails on site shall be limited to sunrise to sunset.

e. *Ski Hill:*

Hours of operation for the ski hill shall be limited to 10:00 a.m. to 10:00 p.m.

f. *Truck Deliveries and Refuse Collection:*

Truck deliveries and refuse collection shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m.

Trucks shall be prohibited from idling while loading and unloading.

7. **Lighting:**

a. Unless otherwise approved by the Plan Commission, all site lighting shall be in compliance with the regulations set forth in Division 15-5.0400 of the Unified Development Ordinance.

8. **Noise:**

a. All noise levels must be in compliance with Sections 15-3.0908 and 15-3.1107 of this Ordinance and §183-38 through §183-46 of the City of Franklin Municipal Code.

F. **Conditions of Approval.**

The development of Planned Development District No. 37 upon the adoption of Section 15-3.0442 shall occur and be in compliance with Exhibit A, Site Plan (including the conditions of approval below).

1. The applicant shall obtain all required approvals and permits from the Wisconsin Department of Natural Resources prior to issuance of a fill/soils disturbing permit.
2. The applicant shall obtain all required approvals from Milwaukee County prior to issuance of a fill/soils disturbing permit.
3. The applicant shall receive approval from the City Clerk's Office and Health Department for any permits or approvals required for a restaurant/bar.
4. The applicant shall obtain Milwaukee County approval for the new access to Crystal Ridge Drive.
5. The applicant shall install a pedestrian pathway from the proposed restaurant, or its parking lot, to the proposed ball fields as part of the Phase 1 portion of this project.
6. The hours of operation for the athletic fields and concession stands shall be limited to 7:00 a.m. to 10:30 p.m.
7. The hours of operation for the restaurant shall be limited from 7:00 a.m. to 2:00 a.m.

8. The applicant shall prepare a temporary parking plan for review and approval by City staff prior to use of the proposed ball fields. The temporary parking plan shall include any necessary paths or trails to ensure safe pedestrian access to the ball fields.
9. The applicant shall submit a revised landscape plan with a separate planting schedule for Phase I, which meets the requirements set forth in Section 15-5.0302 of the Unified Development Ordinance, to the Department of City Development for review and approval by staff prior to issuance of a building permit.
10. The applicant shall submit Landscape Surface Ratio (LSR) calculations for Phase I and estimated LSR calculations for future phases of The Rock Sports Complex to the Department of City Development for review and approval by staff prior to issuance of a building permit.
11. The revised Landscape Plan shall include a 30 Foot Bufferyard Easement along the eastern and western portions of the subject site.
12. The applicant shall submit a Snow Storage Plan for Phase 1 in accordance with Section 15-5.0210 of the Unified Development Ordinance to the Department of City Development for review and approval prior to issuance of a building permit.
13. The applicant shall submit a detailed Natural Resource Protection Plan, which meets the requirements set forth in Divisions 15-4.0100 and 15-7.0200 of the Unified Development Ordinance, to the department of City Development for review by the City's third party consultant for each future phase of the Rock Sports Complex development.
14. The applicant shall submit a detailed Lighting Plan, which meets the lighting regulations set forth in Division 15-5.0400 of the Unified Development Ordinance, to the Department of City Development for review and approval by staff prior to issuance of a building permit.
15. The applicant shall obtain final approval of the Stormwater Management Plan from the Engineering Department prior to issuance of a building permit.
16. The applicant shall submit separate written sanitary sewer and Water Main easement documents to be reviewed by Engineering Staff and the City Attorney and approved by the City of Franklin Common Council prior to issuance of a building permit.

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

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

SECTION 5: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2012, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2012.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

1
2
3 (ITEM) From the Director, Department of Parks, Recreation and Culture, seeking
4 authorization to enter into a maintenance and operations services agreement with The
5 Rock Sports Complex, LLC for that portion of the Root River Parkway (South),
6 commonly known as Crystal Ridge, to allow for the construction, maintenance,
7 operation and management of athletic fields and related amenities, by recommending
8 adoption of the following:
9

10 **AN AMENDED RESOLUTION**

11
12 WHEREAS, The Rock Sports Complex, LLC ("RSC") has approached the
13 Department of Parks, Recreation and Culture ("DPRC") with a proposal to develop at no
14 cost to the County athletic fields and related amenities at a site along the Root River
15 Parkway (South), commonly known as Crystal Ridge (the "Property"); and
16

17 WHEREAS, the Property is made up of a former County dump site and an
18 adjacent piece of the County park land at the intersection of South 76th Street and
19 Loomis Road; and
20

21 WHEREAS, the dump sites at and adjacent to the Property have been capped to
22 the satisfaction of the Wisconsin Department of Natural Resources ("WDNR"); however,
23 because of potential methane gas migration and differential settling within the waste,
24 DPRC's ability to develop these properties for anything other than outdoor recreational
25 activities is severely restricted; and
26

27 WHEREAS, in 1983 DPRC entered into a lease agreement with the Midwest
28 Development Corporation ("MDC") permitting MDC to build a down-hill ski facility on the
29 park land; and, on the adjacent capped dump site, MDC was permitted to build support
30 facilities, including a parking lot, storage building, ski chalet and restaurant; and
31

32 WHEREAS, the eastern and western areas of the Property have been basically
33 unused; and
34

35 WHEREAS, the MDC lease expired in 2008; and
36

37 WHEREAS, since that time, the ski hill has continued to be operated by MDC on
38 a year-to-year basis as DPRC has explored both the sale and development of the
39 Property; however, because of the environmental liabilities and use restrictions, no
40 buyers or financially able developers have come forward, until now; and
41

42 WHEREAS, in 2012 RSC approached DPRC with its proposal to develop at no
43 cost to the County athletic fields and related amenities at the Property, requiring an
44 agreement between DPRC and RSC to allow RSC to construct and manage its
45 improvements on the Property; and
46

WHEREAS, all of the constructions costs, maintenance costs, and operating and

47 management expenses are the responsibility of RSC; and

48

49 WHEREAS, the terms of the agreement provide that no construction activities
50 can take place at the Property unless and until, (1) the condition of Property is
51 satisfactory to WDNR, DPRC and the Department of Administrative Service -
52 Architecture and Engineering Division ("DAS-A&E"), and (2) WDNR, DPRC and DAS-
53 A&E approve RSC's plans and specifications for its improvements at the Property; and

54

55 WHEREAS, the agreement is for an initial fifteen (15) year term with an option to
56 renew for an additional ten (10) years; and

57

58 WHEREAS, for allowing RSC to construct and manage its improvements at the
59 Property, DPRC will receive an annual base rental payment of \$25,000, plus five
60 percent (5%) of RSC's annual net earnings before taxes in years 1-5, eight percent
61 (8%) in years 6-15, and ten percent (10%) in years 16-25; and

62

63 WHEREAS, RSC is also required to populate an endowment fund with \$50,000,
64 to be used for capital repairs and major maintenance; and

65

66 WHEREAS, upon termination or expiration of the agreement, Milwaukee County
67 shall acquire title to the improvements and any equipment necessary to operate the
68 facilities, as well as any remaining endowment fund reserves; and

69

70 WHEREAS, at its meeting on July 16, 2012, the Committee on Economic and
71 Community Development recommended approval of the said request (vote 3-2); and

72

73 WHEREAS, at its meeting on July 17, 2012, the Committee on Parks, Energy and
74 Environment concurred with the actions of the Economic and Community Development
75 Committee to approve (vote 7-0); now, therefore,

76

77 BE IT RESOLVED, that the Milwaukee County Board of Supervisors has
78 reviewed the Department of Administrative Services – Fiscal Affairs Division's due
79 diligence report; and

80

81 BE IT FURTHER RESOLVED, that the Board of Supervisors hereby authorizes
82 the Parks Director to execute a maintenance and operations services agreement with
83 The Rock Sports Complex, LLC to allow for the construction, maintenance, operation
84 and management of athletic fields and related amenities at Crystal Ridge; and

85

86 BE IT FURTHER RESOLVED, that execution of the agreement is contingent
87 upon the Department of Administrative Services completing its due diligence review of
88 the project and the Office of the Comptroller completing its review of County debt
89 related to County improvements located at Crystal Ridge; and

90

91 BE IT FURTHER RESOLVED, that no construction activities can be undertaken
92 at Crystal Ridge by The Rock Sports Complex, LLC without written approval from the

93 Wisconsin Department of Natural Resources and Milwaukee County; and

94

95 BE IT FURTHER RESOLVED, that the County Executive is authorized to change
96 the terms of the agreement adopted by the County Board prior to the execution by the
97 Parks Director to incorporate any changes recommended by the due diligence findings
98 of the Department of Administrative Services and the Office of the Comptroller; and

99

100 BE IT FURTHER RESOLVED, that any changes to the agreement approved by
101 the County Board made pursuant to the previous paragraph shall be communicated to
102 the County Board.

103

104

105 jmj

106 07/11/12

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CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Meeting of August 9, 2012

Planned Development District No. 37

RECOMMENDATION: City Development Staff recommends approval of Planned Development District No. 37 (The Rock Sports Complex), subject to the conditions of approval in attached draft ordinance.

Project Name:	The Rock Sports Complex
Project Address:	7900 West Crystal Ridge Drive
Applicant:	Michael Zimmerman, The Rock Sports Complex, LLC
Property Owner:	Milwaukee County
Current Zoning:	A-1 Agricultural District, R-2 Estate Single-Family Residence District and FW Floodway District
2025 Comprehensive Plan:	Mixed Use and Areas of Natural Resource Features
Use of Surrounding Properties:	Root River Parkway (Village of Greendale) to the north, Loomis Road (State Highway 36) to the south, single-family residential to the east, and single-family residential and vacant land zoned commercial to the west.
Applicant's Action Requested:	Recommendation to the Common Council for approval of the proposed Planned Development District.

Please note:

- Staff recommendations are underlined, in italics and are included in the draft ordinance.
- Staff suggestions are only underlined and are not included in the draft ordinance.
- Due to the lack of detail in some of the applicant's submittal materials and desired review time-frame and phasing, staff review of this project has been primarily limited to that portion of the project referred to as Scenario 2 (No Fund Matching), Phase 1. Separate review and approval by the City will be required for all other phases of this project.

BACKGROUND & INTRODUCTION:

On October 4, 1983, the Common Council adopted Resolution No. 83-2130 imposing conditions and restrictions for the approval of a ski hill recreational development at Crystal Ridge, located at 7900 West Crystal Ridge Drive. The 1983 approval was conditioned on the petitioner complying with all terms of the contract between Midwest Development Corporation and Milwaukee County dated July 8, 1983. Allowable uses included a 5,000 square foot ski chalet which provided a restaurant and cocktail lounge, cafeteria, rest rooms, boot changing, equipment rental, equipment and accessory sales, ski patrol and ski school rooms.

On May 21, 2002, the Common Council adopted Resolution No. 2002-5383, for the approval of an amendment to Special Use Resolution No. 83-2130, conditionally approving a Special Use to allow the creation of a tubing hill.

On July 17, 2007, the Common Council adopted Resolution No. 2007-6311, for the approval of an amendment to Resolution Nos. 1983-2130 and 2002-5380, conditionally approving a Special Use to allow a final grading plan for the eastern portion of the property (along South 76th Street) and to allow Milwaukee BMX to operate a non-motorized BMX bike track, upon property located at approximately 7900 West Crystal Ridge Drive.

On June 19, 2012, the Common Council reviewed an early draft of the “The Rock Sports Complex” proposal.

On July 9, 2012, the Parks Commission recommended the Common Council approve the Zimmerman Group’s proposal for the Crystal Ridge Development project, “The Rock Sports Complex.”

On July 12, 2012, Mr. Michael Zimmerman of The Rock Sports Complex, LLC, submitted an application for a Planned Development District (PDD). The Rock Sports Complex is a proposed multi-use sports and entertainment complex at Crystal Ridge, which is a Milwaukee County owned park located at 7900 West Crystal Ridge Drive. The Rock Sports Complex, LLC is proposing to lease the Crystal Ridge site from the Milwaukee County Department of Parks, Recreation, and Culture.

The project narrative states Mr. Zimmerman intends to invest \$3 - 4 million dollars in unmatched funds in the Rock Sports Complex development. Full development of the proposed project is envisioned to cost \$9 – 11 million and to create 25 – 50 new jobs (including temporary construction and part-time jobs). However, Mr. Zimmerman is also requesting the City match this investment. If such an agreement was reached, it is envisioned that more uses would be constructed in Phase 1, and that future phases would occur sooner.

On August 1, 2012, The Zimmerman Group hosted a neighborhood meeting for The Rock Sports Complex at the Franklin Public Library and invited those residents in closest proximity to the proposed development.

PROJECT DESCRIPTION & ANALYSIS:

The subject project area encompasses ten (10) separate parcels, which are all owned by Milwaukee County. In total, the ten (10) parcels encompass 128.505 acres of land. The properties are zoned A-1 Agricultural District, R-2 Estate Single-Family Residence District, and FW Floodway District. Staff suggests Milwaukee County combine all ten (10) parcels through the City’s Certified Survey Map process.

Please note throughout this report staff will utilize the P-1 Park District standards as well as all applicable standards of the Unified Development Ordinance for comparisons to the standards

proposed by the applicant for the multi-use sports and entertainment development. Unless otherwise stated, these P-1 standards are intended to form the basis of proposed PDD No. 37.

Planned Development District No. 37:

The proposed Rock Sports Complex development is generally in compliance with the standards of the P-1 Park District. In addition, the proposed development is generally in compliance with the design standards found in Part 5 of the City of Franklin Unified Development Ordinance, unless otherwise set forth within the PDD No. 37 draft ordinance (attached).

The draft PDD No. 37 ordinance utilizes P-1 Park District setbacks and zoning requirements pursuant to Table 15-3.0313. However, PDD No. 37 allows for uses other than those recreational uses allowed within the P-1 Park District. Specifically, PDD No. 37 allows for a restaurant and bar, concession stands, equipment rental and retail equipment and accessory sales. In addition, PDD No. 37 prohibits several of the uses allowed as permitted or special uses within the P-1 Park District such as motorized activities, shooting ranges, etc.

Comprehensive Master Plan Amendment:

Comprehensive Master Plan Consistency

Consistent with, as defined by Wisconsin State Statute; means “furthers or does not contradict the objectives, goals, and policies contained in the comprehensive plan.”

The City of Franklin 2025 Comprehensive Master Plan (CMP) identifies this property as Mixed Use, with Areas of Natural Resources within the northern portion of the subject area. The surrounding future land uses are Commercial and Residential. The CMP anticipates public sanitary sewer and water service will be provided to development within this area. The proposed rezoning from A-1 Agricultural District, R-2 Estate Single-Family Residence District, and FW Floodway District to a mixed-use planned development district is consistent with the CMP.

The Rock Sports Complex proposal is consistent with the following principles set forth within the Comprehensive Master Plan, including but not limited to:

- The following Land use Principles,
 - Enhance the quality of life for present and future generations by providing economic growth through the highest quality of residential, recreational, and business development in Southeastern Wisconsin.
- Utility and Community Facilities Principle
 - Provide City residents access to parks, open space, and a wide range of recreational programs and facilities that help to promote an active and healthy lifestyle.

Based upon the information provided by the applicant for the subject Rezoning and the information noted in this report, it is staff’s professional opinion that the proposed project would be consistent with a preponderance of the principles, goals, objectives, and policies set forth in the Comprehensive Master Plan.

Site Plan:

The applicant has submitted a Site Plan, which depicts Phase 1 and Future Phases for The Rock Sports Complex. As stated above, The Rock Sports Complex is proposed at Crystal Ridge, a Milwaukee County Regional Park. Crystal Ridge is a former Milwaukee County landfill and as such, any proposed development at Crystal Ridge requires the approval of the Wisconsin Department of Natural Resources (WDNR). Staff has not yet received any documentation from the WDNR granting approval for The Rock Sports Complex. Therefore, staff recommends the applicant obtain all required approvals and permits from the Wisconsin Department of Natural Resources prior to issuance of a fill/soils disturbing permit.

As the subject property is owned by Milwaukee County, staff recommends the applicant obtain all required approvals from Milwaukee County prior to issuance of a fill/soils disturbing permit. It is important to note that some conditional approvals may have been granted by Milwaukee County, as indicated by the attached draft amended resolution.

The project narrative includes a Phasing and Proposed Construction Schedule, which includes multiple scenarios based on whether or not the City of Franklin matches Mr. Zimmerman's investment in this project. Phase 1 on the Site Plan depicts Scenario 2 (No Fund Matching) from the project narrative. The applicant's goal is to begin construction of the Sports Complex in August 2012 in order to have the baseball fields completed in time for the spring 2013 baseball season.

Site improvements associated with Phase 1 include four (4) baseball diamonds, two (2) baseball/softball diamonds, concession stands, a restaurant/bar and off-street parking to serve the aforementioned uses. Staff recommends the applicant receive approval from the City Clerk's Office and Health Department for any permits or approvals required for a restaurant/bar. Phase 1 includes two points of ingress/egress from Crystal Ridge Drive. The main entrance to The Rock Sports Complex from Crystal Ridge Drive includes a round a bout. Crystal Ridge Drive is a Milwaukee County road that runs from South 76th Street to West Rawson Avenue, and is currently in very poor condition. Staff recommends that the applicant obtain Milwaukee County approval for the new access to Crystal Ridge Drive. Staff suggests Milwaukee County reconstruct Crystal Ridge Drive with the addition of a sidewalk along the north side of the street.

The quad of baseball diamonds is proposed to be all natural turf or synthetic infield/natural outfield and the fields vary in size from 320' to 360'. The 360' field (No. 3) is considered a championship baseball diamond. The proposed baseball fields would be enclosed by a six (6) foot chain-link fence. Each field also includes dugouts, bullpens, bleachers, and foul poles. At the center of this quad of baseball diamonds is a concession stand with restrooms, which has an announcer's booth on the second floor. The entire quad of baseball fields is encircled by a concrete pathway which also connects the quad to the parking lot and the little league fields.

Phase 1 also includes two (2) "Little League" fields at 205' each, which can also be used for softball. The proposed "Little League" fields would be enclosed by a six (6) foot chain-link fence. Each "Little League" field includes dugouts, bullpens, bleachers, and foul poles. Between the two diamonds is a concession stand, which also includes restrooms. A concrete walkway will connect the "Little League" fields with the rest of the site.

Finally, Phase 1 includes an approximately 3,615 square foot restaurant with a bar. The restaurant will be located on the high point of the site, where the BMX bike track is currently located.¹ The restaurant is being proposed at this location to take advantage of the panoramic views this location provides. The restaurant will include two decks, one on the north side of the building and one on the east. The deck facing east will provide patrons with a direct view of the championship baseball field. Staff recommends that a pedestrian pathway be constructed from the proposed restaurant, or its parking lot, to the proposed ball fields as part of the Phase 1 portion of this project.

It is unclear within the applicant's submitted materials, but is anticipated by staff, that additional uses and infrastructure will be part of Phase 1, including: a stormwater management detention pond; utilities (sewer, water, electric, etc.); and ski hill upgrades. Separate City approvals will be necessary for these elements of the proposed project.

Hours of Operation:

The applicant's proposed hours of operation for The Rock Sports Complex are as follows:

Baseball / Softball: 9AM – 11:00PM

Restaurant and Concessions: 10AM – 2:00AM

BMX / Mountain Biking: Daylight to Sunset

The Sports Park Maintenance and Operations Services Agreement between Milwaukee County and the Rock Sports Complex, LLC requires all field lighting at the Sports Park to be turned off and all use of the Sports Park fields and batting cages to conclude by 10:30 p.m. every night. However, the lease also states that concession facilities and other parts of the Sports Complex shall close by 2:00 a.m. Staff recommends the hours of operation for the athletic fields and concession stands be limited to 7:00 a.m. to 10:30 p.m. In addition, staff recommends the hours of operation for the restaurant be limited from 7:00 a.m. to 2:00 a.m.

Parking:

The UDO requires the playing fields and restaurant proposed in Phase 1 to provide 175 off-street parking spaces. The applicant is currently proposing 311 off-street parking spaces for Phase 1, which includes twelve (12) off-street handicap accessible parking spaces.

The Unified Development Ordinance requires the Restaurant provide 77 off-street parking spaces. The applicant is proposing to provide 65 off-street parking spaces within the immediate vicinity of the restaurant. This represents 12 fewer parking spaces, or an approximately 16% reduction from the required 77 off-street parking stalls. The parking reduction for the proposed restaurant does not exceed 25% of the Standard Parking Ratio and therefore may be approved by the Common Council pursuant to Section 15-5.0203 of the Unified Development Ordinance.

¹ It is important to note that placement of the proposed restaurant at this location will result in removal of the BMX bike track. Contradictory information about the future location and development of the BMX track is provided in the application materials. However, it appears that it might not occur during Phase 1 of this project, and as such, would require separate approval by the City.

The applicant is also proposing to share parking between the ski hill recreational development use and the baseball diamonds. As these two different uses occur during different seasons, staff does not anticipate any parking conflicts arising from the shared parking. Therefore, the Common Council pursuant to Section 15-5.0203 may also approve the proposed shared parking.

However, it appears that use of the Phase 1 ball fields might occur prior to completion of the adjacent parking lots. If so, staff recommends that a temporary parking plan be prepared by the applicant for review and approval by City staff prior to use of the ball fields. This shall include any necessary paths or trails to ensure safe pedestrian access to the ball fields.

Landscaping and Landscape Surface Ratio (LSR):

The proposed 311 off-street parking spaces are subject to the minimum required five (5) plant units of each planting type (Canopy/Shade, Decorative, Evergreens, and Shrubs). The applicant is proposing 160 canopy trees, 135 evergreens, 75 decorative trees, and 441 shrubs. In addition to the above-mentioned plantings, the applicant is also proposing 598 perennials and 278 grass plantings. Overall, the applicant is proposing 1,678 plantings for The Rock Sports Complex development. However, the applicant has not provided a separate planting schedule for Phase 1, which indicates if the applicant is meeting the minimum required 62 plant units for each planting type. Staff recommends the applicant submit a revised landscape plan with a separate planting schedule for Phase I, which meets the requirements set forth in Section 15-5.0302 of the Unified Development Ordinance, to the Department of City Development for review and approval by staff prior to issuance of a building permit. Staff recommends that the Landscape Plan also include a Bufferyard Easement along the eastern and western portions of the subject site.

Planned Development District No. 37 has a minimum Landscape Surface Ratio (LSR) of 0.50. The applicant has indicated the Rock Sports Complex will meet this requirement. However, the applicant has not provided calculations indicating the proposed Landscape Surface Ratio (LSR) for Phase I or the estimated LSR for future phases. Staff recommends the applicant submit Landscape Surface Ratio (LSR) calculations for Phase I and estimated LSR calculations for future phases of The Rock Sports Complex to the Department of City Development for review and approval by staff prior to issuance of a building permit.

Snow Storage Plan:

The applicant has not submitted a Snow Storage Plan for the proposed development. Therefore, staff recommends the applicant submit a Snow Storage Plan for Phase I in accordance with Section 15-5.0210 of the Unified Development Ordinance to the Department of City Development for review and approval prior to issuance of a building permit.

Natural Resource Protection Plan:

The applicant hired R.A. Smith to conduct a Natural Resource Reconnaissance for Phase I of the proposed Rock Sports Complex development. The Natural Resource Reconnaissance Report indicates there are no protected natural resource features as defined by the Unified Development Ordinance present within the limits of Phase I. However, based on a field assessment, the consultant indicated that three (3) potential wetlands, one (1) potential young woodland, one (1)

mature woodland grove and one (1) mature woodland are located on portions of the property outside of Phase 1. Staff recommends the applicant submit a detailed Natural Resource Protection Plan, which meets the requirements set forth in Divisions 15-4.0100 and 15-7.0200 of the Unified Development Ordinance, to the department of City Development for review by the City's third party consultant prior to submittal of any future phase of the Rock Sports Complex development.

Lighting:

The applicant has submitted a preliminary lighting plan which indicates 60-foot high pole mounted lights to illuminate all six (6) of the proposed baseball fields and pole mounted metal halide lights for the parking lots. In addition, the applicant is proposing an 11:00 p.m. ball field lighting curfew, whereby all ball field lights shall be shut off by 11:00 p.m. Staff recommends that the applicant submit a detailed Lighting Plan, which meets the lighting regulations set forth in Division 15-5.0400 of the Unified Development Ordinance, to the Department of City Development for review and approval by staff prior to issuance of a building permit.

Architecture:

According to the applicant, all of the buildings for The Rock Sports Complex development have been designed to incorporate architectural elements that resemble the nostalgic 1920's baseball stadiums. Buildings associated with Phase I include the restaurant, concession stands and dugouts. As the proposed buildings are to be built on top of a former landfill, the applicant's architect gave careful consideration to materials and construction methods that would allow the buildings to withstand ground settlement. This includes wood frame construction and materials considered lightweight by industry standards.

The primary materials and features specified for the proposed restaurant includes: brick veneer, a stone block patterned E.I.F.S. wainscot, a decorative E.I.F.S band, pilasters with brick patterned E.I.F.S accents, arched spandrel glass windows and prefinished ribbed metal panels. The plans also indicate prefinished metal panels to screen rooftop mechanicals and a fabric canopy over the main entrance. The applicant is proposing a cedar plank fence with a cedar plank on steel gate to screen the dumpster enclosure for the restaurant. Please note the applicant is proposing other dumpster enclosure's on site, which will also consist of cedar plank construction.

The primary materials and features specified for the proposed concession stands and dugouts include cement board siding with composite trim and a brick veneer wainscot base. There are two different types of proposed concession stands. Concession Stand A includes a concession area and both men and women's restrooms on the first floor, and an announcer's booth on the second floor. Concession Stands B & C are single story structures with a concession area and restrooms.

Stormwater Management:

The applicant has just recently submitted a Stormwater Management Plan, which at the time of this report has not yet been reviewed by the City's stormwater consultant. Therefore, staff

recommends the applicant obtain final approval of their Stormwater Management Plan from the Engineering Department prior to issuance of a building permit.

Signage:

The applicant has depicted signs on the building elevations for the proposed restaurant and concession stands. In addition, the applicant has indicated a monument sign at the main entrance of the development (next to Crystal Ridge Drive) and site directional signage on the Landscape Plan. Finally, the project narrative proposes additional monument signs adjacent to West Rawson Avenue and South 76th Street.

Please note that all signage is subject to review and approval by the Architectural Review Board and issuance of a Sign Permit from the Building Inspection Department. All signage shown on the plans including the monument sign and directional signs shown on the landscape plan and wall signs shown on the architectural elevations and renderings are shown for reference only. Approval of this Site Plan does not provide approval of any signage as depicted in the plans submitted by the applicant.

Sanitary Sewer and Water Main Easement:

Sanitary Sewer and Water Main easements are required for the proposed water main and sanitary sewer lines to serve The Rock Sports Complex Development. Staff recommends the applicant submit separate written sanitary sewer and Water Main easement documents to be reviewed by Engineering Staff and the City Attorney and approved by the City of Franklin Common Council prior to issuance of a building permit.

CONCLUSION:

As previously noted, due to the lack of detail or conflicting information in some of the applicant's submittal materials, and the applicant's desired review time-frame and phasing, staff review of this project has been primarily limited to that portion of the project referred to as Scenario 2 (No Fund Matching), Phase 1. Separate review and approval by the City will be required for all other phases of this project. It is anticipated that such reviews can be accomplished through the Site Plan process as long as the proposed use has been identified as a permitted use as set forth in the subject Planned Development District ordinance. In this regard, staff would note that certain items such as a final Natural Resources Protection Plan or final Stormwater Management Plan could result in significant changes to the layout of the future phases of this project. Staff would also note that the large number of uses identified in the future phases may be overly optimistic as not enough space may be available to meet spectator needs, landscape surface ratio requirements, or parking requirements.

As the subject property extends into the Village of Greendale (although it appears no active facilities are proposed within that area), staff would suggest that the applicant obtain the Village's support of this project as well.

STAFF RECOMMENDATION:

City Development Staff recommends approval of Planned Development District No. 37 (The Rock Sports Complex), subject to the following conditions of approval.

1. Staff recommends the applicant obtain all required approvals and permits from the Wisconsin Department of Natural Resources prior to issuance of a fill/soils disturbing permit.
2. Staff recommends the applicant obtain all required approvals from Milwaukee County prior to issuance of a fill/soils disturbing permit.
3. Staff recommends the applicant receive approval from the City Clerk's Office and Health Department for any permits or approvals required for a restaurant/bar.
4. Staff recommends that the applicant obtain Milwaukee County approval for the new access to Crystal Ridge Drive.
5. Staff recommends that a pedestrian pathway be constructed from the proposed restaurant, or its parking lot, to the proposed ball fields as part of the Phase I portion of this project.
6. Staff recommends the hours of operation for the athletic fields and concession stands be limited to 7:00 a.m. to 10:30 p.m.
7. Staff recommends the hours of operation for the restaurant be limited from 7:00 a.m. to 2:00 a.m.
8. Staff recommends that a temporary parking plan be prepared by the applicant for review and approval by City staff prior to use of the ball fields. This shall include any necessary paths or trails to ensure safe pedestrian access to the ball fields.
9. Staff recommends the applicant submit a revised landscape plan with a separate planting schedule for Phase I, which meets the requirements set forth in Section 15-5.0302 of the Unified Development Ordinance, to the Department of City Development for review and approval by staff prior to issuance of a building permit.
10. Staff recommends the applicant submit Landscape Surface Ratio (LSR) calculations for Phase I and estimated LSR calculations for future phases of The Rock Sports Complex to the Department of City Development for review and approval by staff prior to issuance of a building permit.
11. Staff recommends that the Landscape Plan also include a Bufferyard Easement along the eastern and western portions of the subject site.
12. Staff recommends the applicant submit a Snow Storage Plan for Phase I in accordance with Section 15-5.0210 of the Unified Development Ordinance to the Department of City Development for review and approval prior to issuance of a building permit.
13. Staff recommends the applicant submit a detailed Natural Resource Protection Plan, which meets the requirements set forth in Divisions 15-4.0100 and 15-7.0200 of the Unified

Development Ordinance, to the department of City Development for review by the City's third party consultant for each future phase of the Rock Sports Complex development.

14. Staff recommends that the applicant submit a detailed Lighting Plan, which meets the lighting regulations set forth in Division 15-5.0400 of the Unified Development Ordinance, to the Department of City Development for review and approval by staff prior to issuance of a building permit.
15. Staff recommends the applicant obtain final approval of their Stormwater Management Plan from the Engineering Department prior to issuance of a building permit.
16. Staff recommends the applicant submit separate written sanitary sewer and Water Main easement documents to be reviewed by Engineering Staff and the City Attorney and approved by the City of Franklin Common Council prior to issuance of a building permit.

In addition, below is a summary of Staff suggestions.

1. Staff suggests Milwaukee County reconstruct Crystal Ridge Drive with the addition of a sidewalk along the north side of the street.
2. Staff suggests Milwaukee County combine all ten (10) parcels through the City's Certified Survey Map process.
3. Staff would suggest that the applicant obtain the Village's support of this project as well.

August 1, 2012

AUG 1, 2012

City Development

Zimmerman Ventures

Headquarters:
4600 Loomis Road, Suite 310
Milwaukee, Wisconsin 53220

toll free: 800-525-0133
www.zimmventures.com

City of Franklin
Department of Planning
9929 W. Loomis Road
Franklin, WI 53132

Re: Application for a Planned Development District (PDD)

Please accept the following application for a Planned Development District (PDD) by Zimmerman Ventures - the developer – for the City of Franklin's review of The Rock Sports Complex located at 7900 West Crystal Ridge Drive. The Rock Sports Complex is envisioned to be a state of the art, multi-use, sports and entertainment complex located in the heart of Franklin Wisconsin.

Project Description

Zimmerman Ventures is proposing the creation of business, with a community driven mindset, called The Rock Sports Complex (aka "The Rock") located at the current Crystal Ridge property, a 103 acre property owned by Milwaukee County Parks and Recreation. The Rock will lease the entire property from Milwaukee County and work to transform a run-down ski-hill operation and landfill site into a state of the art multi-sports and entertainment complex. Upon final construction, The Rock will be known as one the best and most advanced sports complexes in a 200-500 mile radius, providing significant economic development to the city of Franklin and Milwaukee County.

This proposed development is being designed as community driven model, meaning, it is centered on giving back to the communities it serves. Strategic relationships with Milwaukee County and the City of Franklin are core to The Rocks values and mission.

We are proposing to start construction in August of 2012 so we can be operational come spring of 2013. Time is of the essence and we are working diligently to achieve the county and city planning and approval requirements in order to begin construction this coming August. Unfortunately, any delays preventing operations in 2013 puts this project "at risk".

Michael Zimmerman, a local Franklin resident and business owner is personally investing \$3M-\$4M into this project and he is hopeful that the City of Franklin will match his investment to make this project a unique destination point and "jewel" for the City of Franklin. Michael Zimmerman has proposed a joint venture structure to align economic and community usage incentives to the City of Franklin and Milwaukee County.

The proposed development is the result of balancing the needs and desires of many key constituents including the City of Franklin and its residents, Milwaukee County, nearby residents impacted by the development, and local businesses who will all be positively impacted. The proposed development has the conceptual support from the above as well as the Franklin Common Council, the Franklin Parks Committee, the Franklin Economic Development Committee, and leagues and teams all within Franklin and Milwaukee County.

The Rock Sports Complex will positively impact Franklin and Milwaukee through the following:

- 50+ jobs created for construction and 15+ jobs created for ongoing operations
- Up to 6,000 planned hotel room nights annually
- Upwards of 12,000 players/coaches/family members per year
- Local merchants to be the biggest benefactor
- \$25,000 annual "scholarship give back"
- Milwaukee county and City of Franklin usage
- Instructional camps designed to get youth "off the couch" and around positive activities
- Joint Venture is Positive PR for Milwaukee County and City of Franklin
- Mission driven. Community Centric Design
- Government is solving problems with new and innovate solutions.
- Transforming from "eyesore" (landfill) to a "destination of pride"

Uses

The Rock Sports Complex wishes to blend sports and entertainment events with concessions and retail opportunities and believes that being zoned as a "Planned Development District" will be the best fit for zoning so it can accomplish its mission and business goals. As such, The Rock has outlined the following uses as part of its short and long term planning:

- 1) Ski and Snowboard Park: Continued operation of ski and snowboard operations, with an emphasis on transitioning the current Crystal Ridge ski hill into a modern snowboard and ski terrain park. This will include ski racing events, snowboard competitions, and miscellaneous events based around outdoor snow operations. The Rock would also like to continue to utilize the hill for historical uses, such as sledding and tubing.
- 2) Baseball: 4 senior level baseball diamonds (320) and 4 little league baseball diamonds (205) – convertible diamonds - for league practices, games, tournaments and hosted events including regional tournaments, camps and clinics. The fields will be either a synthetic infield and natural turn outfield or all natural turf.
- 3) Softball: 4 senior level softball diamonds (305) and 4 girls fast pitch diamonds (205) – convertible diamonds - for league practices, games, tournaments and hosted events including regional tournaments, camps and clinics. It should be noted that girls fast pitch will utilize the same fields as youth little league baseball mentioned above. The fields will be either a synthetic infield and natural turn outfield or all natural turf.
- 4) Volleyball: 4-8 indoor and 4-8 outdoor sand volleyball courts for league practices, games, tournaments and hosted events including regional tournaments, camps and clinics. A 12,000 – 20,000 square foot “tent structure” is being planned for construction to host all indoor volleyball events.
- 5) Football, Lacrosse, Soccer: 3-4 natural turf fields for youth football, youth lacrosse, and youth & adult soccer league practices, games, tournaments and hosted events including regional tournaments, camps and clinics. The fields will be either 100% synthetic all natural turf.
- 6) Indoor Multi-Use Sports: Potential future construction a 22,000 square foot indoor multi sports complex for training and league practices, games, tournaments and hosted events including regional tournaments, camps and clinics, for baseball, softball volleyball, soccer, and football.
- 7) Mountain Biking: Currently, Metro Mountain Biking Association has built and maintains trails that connect to and from the “Alpha Trail” system located in Whitnall Park and the Root River Parkway. We plan to continue this activity and strengthen our partnership with Metro Mountain Biking Association by enhancing the current trail system within the complex in addition to adding an outdoor mountain bike terrain park on approximately 1-3 acres of the property.
- 8) BMX: Currently, BMX Milwaukee has built and maintains a BMX race track where they host weekly race events for youth and adults. We plan to continue this activity, but move the race track to a more appropriate location on the property.

- 9) Running & Cross Country Skiing: We plan on building a running trail system throughout the entire Rock complex, including a track around the 4 senior level baseball diamonds. The running trails and track will be used for cross country skiing during the winter season.
- 10) Entertainment Events: Aside from the sports related events, The Rock plans on hosting entertainment events at 2-3 "event pads" throughout the complex including (i) music events during the summer (similar to Concerts in the Park at Whitnall Park), (ii) family outdoor movie events during the summer and fall, and (iii) occasional seasonal entertainment events including a haunting on the hill during the Halloween season, and (iv) other typical uses of a park like setting.
- 11) Hosted Sporting Events: The Rock will host other sporting events that are "fit for purpose" to our Mission including continuation of The Altera Coffee Mounting Bike event and the women's obstacle course. Fit for purpose means all events listed in our uses in part or whole.
- 12) Restaurant: The Rock will build a new 3,500 plus square foot building for a restaurant and bar business. In addition, The Rock will continue to offer bar and grill services currently being offered at Crystal Ridge Ski Hill. The restaurant is designed to expand to 7,000 facility in the future. Architecture on expansion to be approved at a later date.
- 13) Concession Satellites: Given the nature of the business model, The Rock plans on offering multiple concession satellite locations including but not limited to (i) 4 constructed concession stands at the center of each baseball or softball quad and/or dual, (ii) mobile concession stands for indoor and outdoor volleyball, soccer, football, lacrosse, BMX, mountain biking, entertainment events, and hosted sporting events, (iii) golf cart concessions similar to what is used at golf courses such as Tuckaway Golf Course, and (iv) individual concession vendors selling concession items (popcorn, hotdogs, candy, soda, and beer) for games and other events similar to what is used at Miller Park.
- 14) Retail & Rental: The Rock will offer a 1,000 square foot retail outlet within the current Ski Chalet which will sell sporting equipment associated with its core business (within that current season) including ski, snowboard, biking, baseball, and softball. In addition, The Rock will offer rental equipment within its current rental office adjacent to the Ski Chalet. The hall will also be available for party/wedding rentals.

Note: The Rock will not be offering any motorized related activities including the immediate termination of the existing motorcycle training activities held at Crystal Ridge parking lot. In addition, The Rock will not be offering any target practice activities for guns nor bow's. All hunting/shooting equipment will be strictly prohibited.

The cities 2025 Future Land Use Master Plan has this slated to be of Mixed-Use, defined as a zoning to include public benefit, recreation, promote

community involvement, encourage exercise, while adding some commercial mixes like retail and restaurants. We feel The Rock meets and exceeds the standards set forth in the cities master plan.

All uses listed above are being asked to be approved, in concept, at this time with the PDD acceptance.

Phasing and Proposed Construction Schedule

There are two high level construction scenarios that we are considering. Scenario one is that the City of Franklin matches Michael Zimmerman's investment of \$3-4M in significant part or whole, while scenario two is that the project has no funding match. The following represents our construction schedule for each scenario:

Scenario 1 (Fund Matching)

Phase 1:

- August – March 2013: Construction of all 12 baseball and softball diamonds. Construction of restaurant and 4 concession and restroom satellites.
- Spring - Fall 2013: Construction complete to plan for parking, landscape, utilities, sewer and water. Construction of indoor volleyball tent. Upgrades to existing ski-hill. Construction of running trails and cross country skiing trails.

Phase 2:

- 2014: Construction of 3-4 natural turf fields for soccer, football and/or lacrosse. Architectural and final site design to be approved at a later date.

Phase 3 (Optional)

- 2015: 22,000 square foot indoor multi sports complex. Architectural and final site design to be approved at a later date.

Scenario 2 (No Fund Matching)

Phase 1:

- August – March 2013: Construction of 6 baseball and softball diamonds (1-6). Construction of restaurant and 2 concession and restroom satellites. Upgrades to existing ski hill will also take place. Ski hill upgrades architectural and final site layout to be approved at a later date.
 - *Associated Improvements for Phase 1;*
 - Mass Site Grading
 - Baseball Diamond Construction
 - Concession Stand Construction
 - Restaurant Construction
 - Ski Hill Upgrade

- Spring - Fall 2013: Construction complete to plan for parking, landscape, utilities, sewer and water only associated with fields one through six. Construction of indoor volleyball tent. Indoor volleyball upgrades architectural and final site layout to be approved at a later date.
 - *Associated Improvements for Phase 1;*
 - Parking Installation
 - Site Landscaping
 - Utilities, Sewer and water installation
 - Indoor Volleyball Tent

Phase 2: *(subject to funding)*

- 2016 or Later: Construction of remaining 6 baseball and softball diamonds (6-12). Construction of 2 concession and restroom satellites. Construction complete to plan for parking, landscape, utilities, sewer and water associated with remaining fields seven through twelve. Architectural and final site design to be approved at a later date.

Phase 3: *(subject to funding)*

- 2019: Construction of 3-4 natural turf fields for soccer, football and/or lacrosse. Architectural and final site design to be approved at a later date.

Phase 4 *(optional and subject to funding)*

- 2022 or later: 22,000 square foot indoor multi sports complex. Architectural and final site design to be approved at a later date.

Costs and Funding Considerations

We estimate that a \$9M to \$11M investment will need to be made to fully transform the current Crystal Ridge site from “eyesore” to a “community jewel”. In turn, the site will become a regional attraction center located in the heart of Franklin and create significant economic development.

Michael Zimmerman will be investing \$3-4M for phase 1 in scenario 2; however, subsequent funding will be required from other sources (e.g. city of Franklin) associated to complete remaining construction schedule highlighted in scenario 2. It's also important to note that we may need to take a “minimalist approach” in

scenario 2 to this project to design and product selection to assure the business can be sustainable. This is not the most optimal scenario.

Ideally, the City of Franklin can become a "strategic partner" in this venture and match the initial investment of \$3-4M made by Michael Zimmerman which will assure the positive economic impact to the surrounding areas and transform Crystal Ridge from "eyesore" to "community jewel". In this scenario, Michael Zimmerman and The Rock will reinvest the remaining amounts to assure the full \$9M to \$11M investment is made in full.

Project Financial Summary

Background Information

The Rock Sports Complex, LLC has proposed the creation of a public/private partnership to build and operate a new multi-sports complex in the City of Franklin, WI. Currently there are no formal plans in place for a proposed sports complex in The City of Franklin. The fiscal impact analysis is intended to provide some generalized information for the Plan Commission regarding the potential range of impacts that may be created from a sports complex. The analysis is based on assumptions regarding construction and operational costs of the sports complex and related comparables. Please note, all financial and volume information presented, represents estimates and will likely change depending on actual development costs.

- Constructing the new sports complex will generate a short-term boost to the local and regional economies and, after completion, continued economic benefits will be sustained through the ongoing operations, maintenance of the facilities and restaurant operations. Construction of the sports complex is expected to start in fall 2012. Six of the twelve fields and additional amenities (concessions and restaurant) will be open and available for operations in the spring of 2013. These direct fiscal activities should also create a ripple effect within the local and regional economies as a result of increased demand for goods and services and employee spending activity.
- Based upon comparables from other sports complexes, the Rocks forecasts assumed that a sports complex in The City of Franklin would cost approximately \$9.0 million - \$11.0 million to construct and will cost roughly ~ \$2.0 million annually to operate, once fully operational.
- The Rock has identified fiscal impacts at two levels, (i) one-time fiscal impacts from the development and construction of the facility and (ii) ongoing fiscal impacts from the continued operation of the sports complex.
- The Rock fiscal analysis assumes that construction of a sports complex in The City of Franklin could generate one-time benefits including a total of 40-50 new jobs, ~ \$3.5 million in output, and ~ \$1.0 million in employee compensation. The Rock's analysis also estimates that the ongoing operation of a sports complex in The City of Franklin could generate 25-50 new jobs (10-15 full time plus 15-35

part time), ~\$2.3 million in output, and ~ \$500,000 in employee compensation. These impacts would continue as long as the sports complex is operational.

- In addition to impacts from the construction and operation of the sports complex, there are also projected benefits from the spending of visitors who may attend tournaments, events and other activities at the sports complex. The financial return for citizens is in the form of new jobs, new earnings, and new tax revenues that occur because of the initial development of the arena, and through new spending in town during the operation of the sports complex.

Baseball Tournament Estimated Volume Information

The most important component of developing and operating a multi-sport complex through a public/private partnership is sustainability through positive economic impact to the private operator, the public sector and the surrounding community. The following tables summarize some of fiscal impacts which are able to be calculated and the associated economic impacts of the sports complex in the City of Franklin as well as the benefits realized via the sports complex, league play and special events. Direct revenue to the City has not been fully estimated as a part of this analysis as it can vary widely and will depend upon what portion of costs are taxable and how much of those are likely to be purchased in The City of Franklin.

Local / Regional Adult Hardball Tournaments

Adult Tournaments per year	8
Average # of teams per tournament	20
Adult Tournament Players and Spectators	2,880
Out of Town Players and Spectators	864
Average Days per Tournament	2
Hotel Room Nights	<u>1,152</u>
Out of Town Tournament Visitor Days	1,728

Local / Regional Adult Softball Tournaments

Adult Tournaments per year	8
Average # of teams per tournament	20
Adult Tournament Players and Spectators	2,880
Out of Town Players and Spectators	864
Average Days per Tournament	2
Hotel Room Nights	<u>1,152</u>
Out of Town Tournament Visitor Days	1,728

Local / Regional Youth Baseball Tournaments

Youth Tournaments per year	12
Average # of teams per tournament	20
Youth Tournament Players and Spectators	7,200
Out of Town Players and Spectators	2,160
Average Days per Tournament	2
Hotel Room Nights	<u>1,878</u>
Out of Town Tournament Visitor Days	4,320

Local / Regional Youth Softball Tournaments

Youth Tournaments per year	12
Average # of teams per tournament	20
Youth Tournament Players and Spectators	7,200
Out of Town Players and Spectators	2,160
Average Days per Tournament	2
Hotel Room Nights	<u>1,878</u>
Out of Town Tournament Visitor Days	4,320

Total Annual Out of Town Hotel Nights	<u>6,061</u>
Total Annual Out of Town Tournament Visitor Days	<u>12,096</u>

Hotel Demand

It is estimated that there will be a demand for 6,061 hotel room-nights annually. An important aspect of this demand is that the tournament dates will be spread equally during the spring to fall months of the year. The potential demand from a multi-sport complex would be a consideration in evaluating the development potential for a new hotel project.

Visitor Spending

City of Franklin revenues will also be generated through occupancy tax, sales tax and direct cash flow into the local economy can be demonstrated in the table below. The following fiscal sources are based upon forecasted participant figures in summer baseball and softball tournaments.

Annual Tournament Spending - Annual Projected Figures

Rooms at \$90 a night	\$ 545,446.96
Other Spending:	
Transportation at \$2.85/person/day	
Food at \$22.00/person/day	
Entertainment at \$12.70/person/day	
Shopping at \$15.30/person/day	
Incidentals at \$5/person/day	
Total of "other" spending = \$57.85 person/day	\$ 699,753.60
Total projected spending	<u>\$ 1,245,200.56</u>
City Tax Revenues	
Occupancy Tax @2%	\$ 10,908.94
Sales Tax @ 6.0%	\$ 41,985.22
Total Annual City Tax Revenue	<u>\$ 52,894.16</u>

Fiscal Multiplier Effect

All of the fiscal benefits described above are directly associated with the capital contributions made directly into the sports complex. The traditional multiplier effect measures the overall fiscal benefits that result from the re-spending of a dollar in a typical spending cycle / re-spending in the City. Quite a few studies have been performed on input / output model and re-spending. One way to explain input / output effects is that for every dollar of initial capital contribution, some portion of that dollar will be re-spent in the City. Each time the same dollar is spent, the amount re-spent in the City diminishes.

Typically for a City, the proportion of the re-spending is approximately 50%. Using this factor we indicate that over time the initial expenditure will create a total multiplier effect of (2). That is the City will receive the initial \$1 of direct expenditures plus another \$1 of indirect expenditures. The following demonstrates the total annual economic benefits to the City when accounting for this multiplier effect.

Total Annual Projected Fiscal Impact

Potential Economic Impact	\$ 6,745,200.56
Multiplier Effect (2)	13,490,401.11
Total Potential Economic Impact	<u>\$ 20,235,601.67</u>

Notes to Multiplier Financial Projection(s):

1. The potential economic impact includes ~\$3.5M in initial construction expenditures plus an incremental \$2M in annual operating expenses
2. Fiscal impact calculations only include investments in Phase 1 development

Architectural Goals

With the exception of the volleyball tent, we are constructing all buildings, which include the restaurant and 4 concession stands, to have architectural elements that resemble the nostalgic 1920's baseball stadiums, which incorporates brick, arch ways, glass and other key elements making for a distinct and classic look. Given the DNR issues, we are proposing to use material and construct our buildings that take settlement and movement into consideration (e.g. wood framing and other lightweight products).

Landscaping

Our landscape plan is to use plants and trees only approved by the DNR, given the landfill requirements.

Natural Resources

The Rock has engaged RA Smith National to complete the needed Natural Resource Protection Plan to insure compliance with city ordinance. The initial analysis received has identified areas that will not be adversely impacted by our phase 1 construction schedule (see letter). The Rock has signed the NRPP form authorizing the City of Franklin to retain necessary consulting to review our NRRP.

"Zero Foot Set Back" Request

Given that the proposed site is comprised of multiple land parcels / properties, The Rock Sports Complex is requesting a zero foot setback from the interior lot lines. There have been discussions with Milwaukee County Parks and Recreation to

consider combining all the associated properties into one legal parcel; however, at this point, County Parks and Recreation is moving forward "as is". The Rock will keep the City of Franklin abreast of these discussions.

Site Signage

We are proposing signage for each entry way off of Crystal Ridge Road (Rawson and 76th), the main entrance, and one near the restaurant.

Open Storage

No open storage is proposed in association with the Rock Sports Complex Development. The only open storage on the site will be continued operations of the current maintenance facility at the lower level of the complex. There is currently adequate tree cover which provides screening from patron view.

Operating Hours

The Rock plans to maintain the following hours of operations;

Summer Months

Baseball / Softball: 9AM – 11:00PM

Restaurant and Concessions: 10AM – 2AM

BMX / Mountain Biking: Daylight to Sunset

Winter Months

Ski Hill: 10AM – 10PM

Please see attached "Lease/Operating Agreement" for more detailed operating procedures.

Lighting

We plan on constructing light poles sufficient to light 12 fields, used only when activities are scheduled. Furthermore, our lighting plan will include lighting for parking lots, the restaurant, our 4 concession stands, and landscaping. During Phase 1 of construction, The Rock has submitted lighting plans for all 6 fields (4 adult, 2 youth). We are planning at this time to light phase 2 fields, but are not planning to light the proposed soccer / lacrosse / football fields. The Rock proposes that there will be a lighting curfew of 11:00PM to coincide with ball field operations.

Sound

The Rock plans on having a sound system at various locations on the property to announce games, players, events – in compliance with the City requirements. Each of the proposed locations is listed below and is dependent of project phasing;

- 4 Primary Concessions Stands
- Restaurant
- Current Ski Hill and Chalet Operations
- Outdoor Amphitheatre
- Volleyball Tent

The proposed system will be developed in compliance with all applicable noise regulations of the Unified Development Ordinance and Municipal Code. The Rock will ensure it follows UDO 15-3.1107(C) when determining maximum noise level allowed per the zoning district.

Neighborhood Concerns

At this point there have been no neighborhood concerns raised. Having said that, we anticipate questions to be raised about field lighting and noise levels, both of which should not be significant given that the advanced technology we will be using for field lighting, the proximity of our activities to homes or business, and the hours of operation we will be holding. We estimate that there are approximately 15 home owners directly impacted by this development.

A neighborhood meeting is being held Wednesday, August 1st at 6:30PM at the Franklin Public Library to address any comments and concerns. Flyers were distributed to the 40 closest home owners who are impacted by this development.

The Rock Sports Complex Development Team

Michael Zimmerman

Leading this venture is Michael Zimmerman, the President and Managing Partner of Zimmerman Ventures. Michael resides in Milwaukee County, within the city of Franklin. Michael Zimmerman has a strong background in healthcare, financial management and building business from ground up. Between 2004 and 2012, Zimmerman launched five successful companies. Zimmerman sits on the Board of Directors of local not-for-profit groups including Summit Educational Association, The Women's Care Center, and Milwaukee Men's Senior Baseball League. Michael also plays for and manages a Milwaukee MSBL 28 and older team called the Milwaukee Mudhens.

Zimmerman Ventures

Zimmerman Ventures is focused on building, backing or venture partnering to build businesses that make a difference. Our underlying principles are centered on ventures that (i) make significant value contributions to the customers and communities those businesses serve and (ii) allow us to pursue our personal passions. Zimmerman Ventures will be providing financing, strategic planning, and ongoing support of business functions including accounting, HR, consulting, legal and governance.

Turf Solutions Group

Located in Peoria, IL, Turf Solutions Group is a national leader in design, planning, building and operations assistant to sports facilities throughout the United States. TSG has designed numerous complexes for colleges, high schools and communities across the US. TSG will be assisting Mike Zimmerman throughout the process.

Carstensen Construction

The Carstensen Group has an extensive background in commercial construction providing general contracting, construction management and development services. Located in the City of Franklin, Carstensen has earned the reputation of a premier provider of high quality, personalized service, and practical solutions. Carstensen has established their business and developed many residential and commercial developments that have positively helped Franklin grow. He has re-shaped the city's image and increased the quality of life for all Franklin residents. In the past 30 years, they have developed more than \$100 million worth of real estate in southeast Wisconsin and northern Illinois. Greg Marso, CEO of Carstensen will be providing project management and general contracting for the project.

Perspective Design

Perspective Design, Inc. is a medium size architectural firm located in southeastern Wisconsin and conducting business in the upper Midwest. They are a full service firm with design and construction experience in virtually every project type from small office and tenant improvement projects to new, large commercial construction projects - including many projects in Franklin and the greater Milwaukee area. They pride themselves on conducting business with honesty and integrity. They offer a unique set of skills; they are creative but yet always have your budget in mind; they are detail oriented while still being extremely cost competitive. Perspective Design will be providing architectural design services for the project. With a refreshingly new approach to customer service and extensive professional expertise, Perspective Design is a valuable team member.

Durham Hill

Located on the boarder of Franklin and Muskego, Durham Hill is one of the finest landscape design and construction companies in southeast Wisconsin. Durham Hill will work to transform the image of the Crystal Ridge landfill from "eyesore" a destination of pride for Milwaukee County and the City of Franklin. Tom Earl, President of Durham Hill will be leading this effort.

The Rock Sports Complex Operating Team

The general business and operating terms are spelled out in the lease agreement between Milwaukee County and The Rock Sports Complex; however The Rock will have its own management team and employees dedicated to serving the business needs. We estimate that over 15 plus net jobs will be created in the first year to operate the complex.

Why partnerships with Milwaukee County Parks & Rec and City of Franklin makes for the perfect storm:

Milwaukee County Parks & Rec	City of Franklin
<ul style="list-style-type: none"> • Milwaukee County owns the Crystal Ridge Property – roughly 103 acres of land, mostly landfill and an old ski resort. • Given the fact that it is a landfill site, there are not many development options for the property. • The current lease has expired with previous Ski Hill operator. • Milwaukee County has a supply shortfall for softball and baseball diamonds, especially well maintained facilities. • Budget constraints prevent any meaningful developments on this property. • Part of the long term vision of County Parks and Recreation is to provide more state of the art facilities. • Milwaukee County wishes to continue with offering Ski and Snowboard activities at CR. 	<ul style="list-style-type: none"> • The City of Franklin is the fastest growing city in all of Milwaukee County. • Like Milwaukee County, the City of Franklin has a supply shortfall for quality softball and baseball diamonds. • Franklin has developed multiple plans and has general City consensus for building a baseball and softball sports complex. • Franklin has raised and conceptually designated funds towards the build out of a baseball and softball sports complex and is open to JV structures. • The City of Franklin and its residents has had the burden of having Crystal Ridge stand as a “eyesore” for the community. • The current lease has expired with previous Ski Hill operator and the future is unknown, which could compound the “eyesore” issue.

UDO SECTION 15-7.0103-BB; THE ROCK SPORTS COMPLEX 15 YEAR FINANCIAL PROJECTION

Sub Period	2013E	2014E	2015E	2016E	2017E	2018E	2019E	2020E	2021E	2022E	2023E	2024E	2025E	2026E	2027E
Revenue															
Event Pad	\$ 405,042	\$ 556,258	\$ 674,053	\$ 730,916	\$ 752,740	\$ 775,323	\$ 799,582	\$ 822,540	\$ 847,216	\$ 872,532	\$ 898,811	\$ 925,776	\$ 953,549	\$ 982,165	\$ 1,011,620
Field Usage	609,150	690,370	771,590	812,200	836,566	861,663	887,513	914,138	941,562	969,809	998,904	1,028,871	1,059,737	1,091,529	1,124,275
Concessions & Retail	554,715	628,677	703,639	739,620	761,809	784,653	808,203	832,449	857,422	883,145	909,639	936,928	965,036	993,987	1,023,907
Advertising	20,000	21,600	23,200	24,800	24,720	25,462	26,225	27,012	27,823	28,657	29,517	30,402	31,315	32,254	33,222
Total Revenue	1,588,907	1,866,905	2,171,482	2,306,536	2,376,835	2,447,110	2,520,523	2,598,139	2,674,023	2,754,244	2,838,871	2,921,977	3,009,637	3,099,269	3,192,923
General Expense	1,406,377	1,595,129	1,758,600	1,845,682	1,907,546	1,953,672	2,001,182	2,050,117	2,100,521	2,152,437	2,205,911	2,260,989	2,317,720	2,376,152	2,436,338
Milwaukee County Lease Expense	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
EBITDA	157,530	286,777	385,883	435,854	443,289	468,438	494,341	521,021	543,502	576,807	605,960	635,988	666,917	698,174	731,586
Depreciation (a)	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667
Software amortization net (b)	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143
EBIT	133,721	262,967	365,873	412,144	419,480	444,628	470,532	504,355	531,835	560,140	589,294	619,322	650,250	682,107	714,919
Interest Income / (Expenses)	(189,899)	(184,004)	(177,619)	(171,317)	(164,465)	(157,247)	(149,747)	(141,809)	(133,465)	(124,894)	(115,075)	(105,183)	(95,096)	(84,899)	(73,631)
EBT	(56,178)	78,963	188,255	240,827	254,997	287,380	320,785	362,546	398,370	435,246	473,619	513,138	554,154	597,219	641,288
Milwaukee County Earnings Share	(23,590)	31,506	75,034	96,090	101,744	111,024	123,951	140,068	153,930	168,256	183,884	198,431	214,318	230,765	247,794
Income tax	(32,577)	47,457	113,021	144,737	153,253	176,306	196,833	222,458	244,440	267,190	290,735	315,107	340,335	366,454	393,494
After Tax Income	(95,724)	157,420	360,268	431,134	456,990	500,078	553,922	614,090	680,600	753,250	833,165	919,430	1,012,095	1,111,030	1,211,000
EBITDA Margin %	10%	15%	18%	19%	19%	19%	20%	20%	21%	21%	21%	22%	22%	23%	23%
Free Cash Flow															
Net Income	\$ (32,577)	\$ 47,457	\$ 113,021	\$ 144,737	\$ 153,253	\$ 176,306	\$ 196,833	\$ 222,458	\$ 244,440	\$ 267,190	\$ 290,735	\$ 315,107	\$ 340,335	\$ 366,454	\$ 393,494
Add: Depreciation (a)	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667	16,667
Add: Software amortization net (b)	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143
Less: Capital Expenditures	(1,186,667)														
Less: Construction Contingency	(350,000)														
Free Cash Flow	\$ (1,186,667)	\$ (2,692,101)	\$ 136,830	\$ 168,547	\$ 177,963	\$ 200,115	\$ 220,643	\$ 239,125	\$ 261,107	\$ 283,857	\$ 307,402	\$ 331,774	\$ 357,033	\$ 383,720	\$ 410,161
Net Principal Payment (estimate)	(115,011)	(120,696)	(127,081)	(133,939)	(140,417)	(147,601)	(155,153)	(163,090)	(171,434)	(180,205)	(189,425)	(199,116)	(209,304)	(220,012)	(231,269)
FCF after tax and required payments	\$ (147,589)	\$ (73,459)	\$ (14,060)	\$ 11,154	\$ 12,836	\$ 28,705	\$ 41,681	\$ 59,368	\$ 73,006	\$ 86,984	\$ 101,310	\$ 115,991	\$ 131,032	\$ 146,442	\$ 162,229

Notes to Financial Projection:

1. Stub Period accounts for expenditures occurring during the remaining months of 2012, when the Complex will be under construction. Zimmerman Ventures is making the assumption the remaining capital outlay will take place in full year 2013.
2. Milwaukee County Lease payments included at \$25K per year
3. Milwaukee County Earnings are calculated on EBIT @ 5% per year (1-5) and 8% per year (6-15)
4. A construction contingency has been factored into FCF analysis @ 10% of total construction ~ \$350K
5. Software amortization includes field irrigation system and complex website, which includes its scheduling system. Software to be amortized over 7 years, although useful life is expected to be 10-15 years.

UDO SECTION 15-7.0103-BB; THE ROCK SPORTS COMPLEX 10 YEAR DEBT SERVICE PROJECTION

	2013E	2014E	2015E	2016E	2017E	2018E	2019E	2020E	2021E	2022E
Cash Flow Available for Debt Service	\$ (32,577)	\$ 47,457	\$ 113,021	\$ 144,737	\$ 153,253	\$ 176,306	\$ 196,833	\$ 222,458	\$ 244,440	\$ 267,190
Cash Flow After Debt Service	(147,569)	(73,439)	(14,060)	11,154	32,836	28,705	41,681	59,368	73,006	86,984
Cumulative Cash Flow	\$ (147,569)	\$ (221,027)	\$ (235,087)	\$ (223,933)	\$ (211,097)	\$ (182,392)	\$ (140,711)	\$ (81,343)	\$ (8,338)	\$ 78,647
Debt Balance	\$ 115,011	\$ 120,896	\$ 127,081	\$ 133,583	\$ 140,417	\$ 147,601	\$ 155,153	\$ 163,090	\$ 171,434	\$ 180,205
Principal Payments	\$ 3,850,000	\$ 3,729,104	\$ 3,602,023	\$ 3,468,441	\$ 3,328,024	\$ 3,180,423	\$ 3,025,270	\$ 2,862,180	\$ 2,690,745	\$ 2,510,540
Long Term Debt Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income on outstanding debt balance	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
% yearly return on original investment	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Return on outstanding debt balance	(0.11)	0.16	0.37	0.47	0.50	0.58	0.65	0.73	0.80	0.88
Debt Service Coverage										

Notes to Financial Projection:

1. 100% of debt is held with Zimmerman Ventures. Based on FCF, ZV may structure an interest only loan for a period of 5-6 years, until complex is FCF positive after re-investment to handle principal debt obligations.
2. Long-term debt balance includes construction contingency of 10% on initial construction costs.
3. Cash flow available for debt service is net of Milwaukee County Lease Payments and County Earnings Share.

MILWAUKEE COUNTY WISCONSIN

**SPORTS PARK MAINTENANCE AND OPERATIONS SERVICES AGREEMENT
(Multi-Purpose Sports Complex)**

THIS SPORTS PARK MAINTENANCE AND OPERATIONS SERVICES AGREEMENT (this "Agreement") is entered into by and between MILWAUKEE COUNTY, WISCONSIN, a political subdivision of the State of Wisconsin, as represented through its Department of Parks, Recreation and Culture (the "County"), and The Rock Sports Complex, LLC (the "Operator"), with reference to the following recited facts:

RECITALS

A. The County met with the Operator to discuss the idea of building and operating a multi-purpose sports complex on land owned by the County with the Operator to provide certain services including but not limited to operational services relating to the design, construction, management, operation and maintenance of a multi-purpose sports complex (hereinafter referred to as the "Sports Park" and as more specifically described and defined in ARTICLE I) to be located on County-owned land commonly referred to as Crystal Ridge with a property identification number(s) of: 744-8980-001; 745-8998-000; 744-8985-002; 744-8985-001; 744-8988-000; 744-8989-000; 708-8996-000; 708-8999-000, and comprising approximately 140 total acres.

B. The County represents and warrants that it owns that certain real property specifically described in Exhibit "A" attached to this Agreement (the "Property"), subject to certain reservations, covenants, conditions or restrictions relating to the use of the Property.

C. The County and Operator desire to construct a top quality, for-profit, self-supporting multi-purpose Sports Park facility on the Property.

D. The County and the Operator (hereinafter collectively the "Parties") desire to enter into this Agreement to set forth their rights and obligations to each other relating to the Operator's operation and maintenance of the Sports Park for the County following construction and installation of the Sports Park on the Property, if at all.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE PROMISES OF THE COUNTY AND THE OPERATOR SET FORTH IN THIS AGREEMENT, THE COUNTY AND THE OPERATOR AGREE, AS FOLLOWS:

ARTICLE I

DEFINITIONS

1. The following definitions apply in this Agreement:

1.1 "**Affiliate**" means with respect to any Person, (i) any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with the Operator, such Person or (ii) any general partner, officer or director of

such Person or of any other Person described in clause (i). As used in the previous sentence, "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise. "Affiliated" shall have the correlative meaning.

1.2 "Annual Net Income Statement" means a financial statement, prepared in accordance with generally accepted accounting principles and in accordance with Operator's accounting policies.

1.3 "Application" means any agreement, application, certificate, document, or submission (or amendment of any of the foregoing): (a) necessary or appropriate for any activity on the Property that this Agreement allows, including any application for any building permit, certificate of occupancy, utility service or connection, easement, covenant, condition, restriction, subdivision plat, or such other instrument as the Operator may from time to time reasonably request in performing services under this Agreement; (b) to enable the Operator from time to time to seek any Approval or to use or operate the Sports Park in accordance with this Agreement; or (c) otherwise reasonably necessary and appropriate to permit the Operator to perform its services under this Agreement.

1.4 "Approvals" means any and all licenses, permits, approvals, consents, certificates (including certificate(s) of occupancy), rulings, variances, authorizations, or amendments to any of the foregoing as shall be necessary or appropriate under any Law to commence, perform, or complete any use, maintenance, repair or operation of the Sports Park.

1.5 "Bankruptcy Law" means Title 11, United States Code, and any other or successor state or federal statute relating to assignment for the benefit of creditors, appointment of a receiver or trustee, bankruptcy, composition, insolvency, moratorium, reorganization, or similar matters.

1.6 "Bankruptcy Proceeding" means any proceeding, whether voluntary or involuntary, under any Bankruptcy Law.

1.7 "Building Equipment" means all fixtures incorporated into the Sports Park, whether acquired by the County or the Operator and used, useful, or necessary to operate the Sports Park as such (including, but not limited to, boilers; compactors; compressors; conduits; ducts; elevators; engines; equipment; escalators; fittings; heating, ventilating and air conditioning systems; irrigation systems; machinery; and pipes) as opposed to operating any business in the Sports Park.

1.8 "Capital Repair" means any work reasonably necessary to repair, restore, refurbish or replace any equipment, facility, structure or any other component of the Sports Park.

1.9 "Casualty" means any damage or destruction of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, affecting all or any part of the Sports Park, whether or not insured or insurable.

1.10 "Commencement Date" means the earliest of the following dates to occur, if at all: (a) the Operator issues a certificate of completion to its designated contractor(s) performing

the design-build or construction activities required for installation of the Sports Park and, unless waived by the Operator, the Operator has obtained all Approvals as set forth in Section 21.2; or (b) the Operator opens all or any part of the Sports Park for use by members of the public.

1.11 **"Concession Facility"** means the family-style, sports-themed food and beverage restaurant type concession facility to be constructed as part of the Sports Park.

1.12 **"Condemnation"** means any temporary or permanent taking of (or of the right to use or occupy) all or any part of the Property by condemnation, eminent domain, or any similar proceeding.

1.13 **"Condemnation Award"** means any award(s) paid or payable (whether or not in a separate award) to either Party after the Commencement Date because of or as compensation for any Condemnation, including: (1) any award made for any improvements that are the subject of the Condemnation; (2) the full amount paid or payable by the condemning authority for the estate or interest that is the subject of the Condemnation, as determined in the Condemnation; (3) any interest on such award; and (4) any other sums payable on account of such Condemnation.

1.14 **"Condemnation Effective Date"** means, for any Condemnation, the first date when the condemning authority has acquired title to or possession of any part of the Sports Park subject to the Condemnation.

1.15 **"Contingent County Revenue"** means a percentage of Operator's net earnings before taxes generated by its use of the Property, payable to the County in the following amounts: (i) Years 1 through 5, five percent (5%), (ii) Years 6 through 15, eight percent (8%), (iii) Years 16 through 25, ten percent (10%). Operator shall calculate Contingent County Revenue on a cash accounting basis.

1.16 **"County"** has the definition set forth in the Preamble.

1.17 **"County Approval"** when used in this Agreement, any requirement of the "County's approval" or "prior written approval" or "consent" or words of similar import shall be deemed satisfied by the written approval of the Director of Milwaukee County Department of Parks, Recreation and Culture (the "Parks Director") or designee.

1.18 **"County Existing Infrastructure"** means the existing ski chalet, other buildings, utility infrastructure and any other non-real property on the Property, whether or not owned by the County, as of the date of this Agreement.

1.19 **"County Parties"** means and refers to, collectively, the County, its elected officials, County Commission, officers, employees, agents and legal representatives.

1.20 **"County Party"** means and refers to, individually, the County and each of its elected officials, officers, employees, agents and legal representatives.

1.21 **"County Representative"** means an employee, employees or agent of the County designated in writing by the Parks Director for the purpose of facilitating the review of the Sports

Park Plans and Specifications and for post-Commencement Date coordination including scheduling of Public Events with the Operator.

1.22 "County Revenues" means, collectively, the Fixed County Revenue, and the Contingent County Revenue.

1.23 "Default" means any Monetary Default or Non-Monetary Default.

1.24 "Default Interest" means interest at an annual rate equal to the lesser of: (a) five percent (5%) per annum; or (b) the Usury Limit.

1.25 "Effective Date" means and refers to the first date on which all of the following have occurred: (1) this Agreement has been approved by the Milwaukee County Board of Supervisors and, (2) this Agreement has been executed by the authorized representative(s) of each Party.

1.26 "Environmental Claim" means any written complaint, summons, action, citation, notice of violation, directive, order, claim, litigation, investigation, judicial or administrative proceeding or action, judgment, lien, demand, letter or communication from any Person alleging non-compliance with any Environmental Law relating to any actual or threatened Hazardous Substance Discharge.

1.27 "Environmental Laws" means any and all applicable federal, state, tribal and local statutes, laws, rules, regulations, ordinances, codes, principles of common law, judicial orders, administrative orders, consent decrees, judgments, permits, licenses or other binding determinations of any judicial or regulatory authority, now or hereafter in effect, imposing liability, establishing standards of conduct or otherwise relating to protection of the environment (including natural resources, surface water, groundwater, soils, and indoor and ambient air), health and safety, land use matters or the presence, use, generation, treatment, storage, disposal, Hazardous Substance Discharge or threatened Hazardous Substance Discharge, transport or handling of Hazardous Substances.

1.28 "Equity Interest" means all or any part of any direct or indirect equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest in a limited liability company, or other interest of an ownership or equity, nature) in any entity, at any tier of ownership, that directly or indirectly owns or holds any ownership or equity interest in a Person.

1.29 "Expiration Date" means the date when this Agreement terminates or expires in accordance with its terms.

1.30 "Fee Estate" means the County's fee estate in the Property.

1.31 "FF&E" means all movable furniture, furnishings, equipment, and personal property (excluding Building Equipment) that may be removed without material damage to the Sports Park and without adversely affecting: (a) the structural integrity of the Sports Park; (b) any electrical, plumbing, mechanical, or other system of the Sports Park; (c) the present or future operation of any such system; or (d) the present or future provision of any utility service to the

Sports Park. FF&E includes items such as furniture, movable equipment, telephone, telecommunications and facsimile transmission equipment, point of sale equipment, televisions, radios, network racks, and computer systems and peripherals.

1.32 "Fixed County Revenue" means a guaranteed rent of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) per Operating Year payable during the Initial Term of this Agreement. In the event Operator exercises its option to renew this Agreement, the County and Operator agree that further negotiation regarding the Fixed County Revenue may be appropriate at that time, and said revenue amount shall be negotiated and agreed upon in good faith as between the Parties; provided that if the Parties cannot agree on such revenue amount, such amount will be THIRTY ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$31,250.00) per Operating Year.

1.33 "Government" means each and every governmental agency, authority, bureau, department, quasi-governmental body, or other entity or instrumentality having or claiming jurisdiction over the Property (or any activity this Agreement requires or allows), including the United States government, the State and County governments and their subdivisions and municipalities, including the City, and all other applicable governmental agencies, authorities, commissions, boards, department and subdivisions thereof.

1.34 "Hazardous Substance" includes flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, explosives, petroleum and petroleum products, and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (i) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (ii) substances designated as "hazardous substances" pursuant to 33 U.S.C. § 1321; (iii) defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., as amended; (iv) defined as a "hazardous substance" or "hazardous waste" under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq. or any so-called "superfund" or "superlien" law; (v) defined as a "pollutant" or "contaminant" under 42 U.S.C.A. § 9601(33); (vi) defined as "hazardous waste" under 40 C.F.R. Part 260; (vii) defined as a "hazardous chemical" under 29 C.F.R. Part 1910; any matter within the definition of "hazardous substance" set forth in 15 U.S.C. § 1262; (viii) any matter, waste or substance regulated under the Toxic Substances Control Act ("TSCA") [15 U.S.C. Sections 2601, et seq.]; any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq.; any matter, waste or substance regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq.; those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or designated by the EPA, or any successor authority, as a hazardous substance [40 CFR Part 302]; and those substances defined as "hazardous waste" or, as a "hazardous substance" under Wisconsin Statutes or the Wisconsin Administrative Code; (ix) subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the

presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (x) other substances, materials, and wastes that are, or become, regulated or classified as hazardous or toxic under federal, state, or local laws or regulations and in the regulations adopted pursuant to said laws, and shall also include manure, asbestos, polychlorinated biphenyl, flammable explosives, radioactive material, petroleum products.

1.35 **"Hazardous Substance Discharge"** means any deposit, discharge, generation, release, or spill of a Hazardous Substance that occurs at or from the Property whether or not caused by a Party to this Agreement and whether occurring before or after the Commencement Date.

1.36 **"Immaterial Loss"** means a Casualty or Condemnation resulting in a loss of ten thousand dollars (\$10,000) or less.

1.37 **"Indemnify"** means, where this Agreement states that any Indemnitor shall "indemnify" any Indemnitee from, against, or for a particular matter, that the Indemnitor shall indemnify the Indemnitee and defend and hold the Indemnitee harmless from and against any and all loss, cost, claims, liability, penalties, judgments, damages, and other injury, detriment, or expense (including Legal Costs, interest and penalties) that the Indemnitee suffers or incurs: (a) from, as a result of, or on account of the particular matter; or (b) in enforcing the Indemnitor's indemnity.

1.38 **"Indemnitee"** means any Party entitled to be Indemnified under this Agreement and its agents, directors, employees, Equity Interest holders, mortgagees, officers and elected officials.

1.39 **"Indemnitor"** means the Party that agrees pursuant to this Agreement to Indemnify the other Party to this Agreement.

1.40 **"Initial Term"** shall have the meaning set forth in Section 3.1.

1.41 **"Insubstantial Condemnation"** means any Condemnation, except a Substantial Condemnation, a Temporary Condemnation, or an Immaterial Loss.

1.42 **"Law"** means all laws, ordinances, requirements, orders, proclamations, directives, rules, and regulations of any Government affecting the Sports Park or this Agreement in any way, including any use, maintenance, taxation, operation, or occupancy of, or environmental conditions affecting, the Sports Park, or relating to any Taxes, or otherwise relating to this Agreement or any Party's rights or remedies under this Agreement, or any Transfer of any of the foregoing, whether in force at the Commencement Date or passed, enacted, or imposed at some later time, subject in all cases, however, to any applicable waiver, variance, or exemption.

1.43 **"Legal Costs"** of any Party means all reasonable costs and expenses such Party incurs in any legal proceeding (or other matter for which such Party is entitled to be reimbursed for its Legal Costs), including reasonable attorneys' fees, court costs and expenses.

1.44 **"Loss"** means any Casualty or Condemnation.

1.45 "Loss Proceeds" means any Condemnation Award(s) or Property Insurance Proceeds.

1.46 "Monetary Default" means the Operator's failure to pay any County Revenues.

1.47 "Naming Rights" shall mean the exclusive right (subject to County's written approval) to name through the use of sponsor logo(s), trade name(s), trademark(s), or service mark(s), the fields within the Sports Park to be constructed on the Property and the Concession Facility to be constructed in the Sports Park but not including any Facilities or areas outlying the Sports Park or the Sports Park as a whole as further provided in Section 5.20.

1.48 "Non-Monetary Default" means the Operator's: (a) failure to comply with any materially affirmative or negative covenant or obligation in this Agreement, except a Monetary Default; or (b) material breach of any representation or warranty (as of the date made or deemed made).

1.49 "Notice" means any consent, demand, designation, election, notice, or request relating to this Agreement, including any Notice of Default.

1.50 "Notify" means give a Notice.

1.51 "Notice of Default" means any Notice claiming or giving Notice of a Default or alleged Default.

1.52 "Operating Year" means: (a) the twelve calendar months starting on the first day of the first full calendar month after the Commencement Date; and (b) every subsequent period of twelve calendar months during the Term. In this Agreement, Operating Years are referred to in consecutive numerical order starting with the Operating Year commencing on the first day of the first full calendar month after the Commencement Date being referred to as "Operating Year 1" and followed by "Operating Year 2," "Operating Year 3," etc.

1.53 "Operator" has the meaning set forth in the Preamble.

1.54 "Operator FF&E" means all FF&E used or located at the Sports Park and purchased by the Operator or anyone claiming through the Operator.

1.55 "Operator Parties" means and refers to, collectively, the Operator, its shareholders, directors, officers, employees, agents and legal representatives.

1.56 "Operator Party" means and refers to, individually, the Operator and each of its shareholders, directors, officers, employees, Affiliates, agents and legal representatives.

1.57 "Parties" means and refers, collectively, to the County and the Operator.

1.58 "Party" means and refers, individually, to either the County or the Operator, as applicable.

1.59 **"Person"** means any association, corporation, Government, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization or other entity of any kind.

1.60 **"Pro Forma"** means and refers to that certain pro forma gross revenue and sports team participation projections for the Sports Park prepared by the Operator based on the facility and its related amenities to be constructed on the Property attached hereto and incorporated herein as Exhibit "D" to this Agreement.

1.61 **"Property"** means that certain real property specifically described in Exhibit "A" attached to this Agreement.

1.62 **"Property Insurance"** means insurance providing coverage for the Sports Park, all of the Sports Park, and all Building Equipment, against loss, damage, or destruction by fire and other hazards encompassed under the broadest form of property insurance coverage then customarily used for like properties in the County (except earthquake or war risk) from time to time during the Term, in an amount equal to 100% of the replacement value (without deduction for depreciation) of all of the Sports Park and all Building Equipment (excluding excavations and foundations) and in any event sufficient to avoid co-insurance, with "ordinance or law" coverage.

1.63 **"Property Insurance Proceeds"** means net proceeds (after reasonable costs of paid premiums, adjustment and collection, including Legal Costs) of Property Insurance, when and as received by the County or the Operator, excluding proceeds of the Operator's business interruption insurance in excess of the County's Revenues.

1.64 **"Remediation"** or **"Remedial Action"** and their derivatives (such as **"Remediate"**) means and includes any investigation, clean-up, corrective action or monitoring required to comply with applicable Environmental Laws including all actions within the definition of "removal" and "remedial" actions as those terms are defined in applicable Environmental Laws.

1.65 **"Renewal Term"** shall have the meaning ascribed to the term in Section 3.2.

1.66 **"Retail Facility"** means one or more retail merchandise sales facility to be constructed as part of the Sports Park.

1.67 **"Restoration"** means, after a Loss, the alteration, clearing, rebuilding, reconstruction, repair, replacement, restoration and safeguarding of the damaged or remaining Sports Park, substantially consistent with their condition before the Loss, subject to any changes in Law that would limit any such activities.

1.68 **"Restoration Funds"** means any Loss Proceeds to be applied to Restoration.

1.69 **"Restore"** means accomplish a Restoration.

1.70 **"Scheduled Expiration Date"** has the meaning set forth in Section 3.1.

1.71 **"Sports Park"** means, collectively the facilities constructed or installed by Operator on the Property as described in Article IV and any improvements, additions or renovations thereto, all constructed and installed in accordance with the Sports Park Plans and Specifications.

1.72 **"Sports Park Events or Sports Park Event"** shall mean sports events and any and all other sports contests, tournaments, music concerts, corporate sponsored events or other events of any kind which may be scheduled and exhibited at the Sports Park, except for those Public Events scheduled in coordination with the Operator on days or at times when there are no conflicting Sports Park Event or Sports Park Events.

1.73 **"Sports Park Expenses"** means all costs of operating and maintaining the Sports Park pursuant to the terms and conditions of this Agreement, after the Commencement Date.

1.74 **"Sports Park Plans and Specifications"** means the final landscaping plans, grading plans and construction drawings for construction and installation of the Sports Park as prepared by the Operator's design-build team and approved by the Parties pursuant to Article IV, subject to minor field changes in response to construction or property conditions during construction.

1.75 **"State"** means the State of Wisconsin.

1.76 **"Substantial Casualty"** means a Casualty that: (a) renders 25% or more of the Concession Facility not capable of being used or occupied for more than sixty (60) days; (b) renders, at least, two (2) of the Sports Park baseball fields significantly unusable for more than ninety (90) days; (c) renders 25% or more of the ski hill significantly unusable for more than ninety (90) days; (d) requires Restoration whose cost the County reasonably estimates in writing would exceed One Hundred Thousand Dollars (\$100,000); or (d) pursuant to Law, prevents the Sports Park from being Restored to the same bulk, and for the same use(s), as before the Casualty. Notwithstanding anything to the contrary, anything giving rise to an Environmental Claims, invoking the environmental indemnification obligations under Article XIII, or requiring Remediation, will be deemed a Substantial Casualty.

1.77 **"Substantial Condemnation"** means any Condemnation that (a) takes the entire Sports Park; (b) in the Operator's reasonable determination renders the remaining Sports Park uneconomic; or (c) occurs less than six (6) months before the end of the Term.

1.78 **"Taxes"** means all general and special real estate taxes (including taxes on FF&E, sales taxes, use taxes, and the like), possessory interest taxes, assessments, municipal water and sewer fees, rates and charges, excises, levies, license and permit fees, fines, penalties and other governmental charges and any interest or costs with respect to any of the foregoing, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever that at any time before or during the Term and applicable to the Term or any part of it may be assessed, levied, imposed upon, or become due and payable out of or in respect of, or charged with respect to or become a lien on, the Sports Park, or the sidewalks or streets in front of or adjoining the Sports Park, or any vault, passageway or space in, over or under such sidewalk or street, or any other appurtenances of the Sports Park, or any FF&E, Building Equipment or other

facility used in the operation of any of the foregoing, or the fee or income received from the Sports Park, or any use or occupancy of the Sports Park. If at any time during the Term the method of taxation prevailing at the Commencement Date is altered so that any new tax, assessment, levy (including any municipal, state or federal levy), imposition, or charge, or any part thereof, shall be measured by or be based in whole or in part upon the Sports Park and imposed upon the County, then all such new taxes, assessments, levies, Taxes, or charges, or the part thereof, to the extent that they are so measured or based, shall be deemed to be included within the term "Taxes," to the extent that such amount would be payable, if the Sports Park were the only property of the County subject to such Taxes.

1.79 "Temporary Condemnation" means a Condemnation of the temporary right to use or occupy all or any portion of the Sports Park.

1.80 "Term" means the Initial Term and, if applicable, the validly exercised Renewal Term.

1.81 "Transfer" of any property, right or obligation under this Agreement means any of the following, whether by operation of law or otherwise, whether voluntary or involuntary, and whether direct or indirect: (a) any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such property, right or obligation under this Agreement, or of any legal, beneficial, or equitable interest or estate in such property, right or obligation or any part of it (including the grant of any easement, lien, or other encumbrance); (b) any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any direct or indirect Equity Interest(s) in the owner of such property, right or obligation by the holders of such Equity Interest(s); (c) any transaction described in clause "b" affecting any Equity Interest(s) or any other interest in such property, right or obligation under this Agreement or in any such owner (or in any other direct or indirect owner at any higher tier of ownership) through any manner or means whatsoever; or (d) any transaction that is in substance equivalent to any of the foregoing. A transaction affecting Equity Interests, as referred to in clauses "b" through "d," shall be deemed a Transfer by the Operator even though the Operator is not technically the transferor. A "Transfer" shall not, however, include any of the following (provided that the other Party to this Agreement has received Notice of such occurrence) relating to any Equity Interest: (a) that constitutes a mere change in form of ownership with no material change in beneficial ownership and constitutes a tax-free transaction under federal income tax law and the State of Wisconsin real estate transfer tax; (b) to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit; or (c) to any Person that, as of the Commencement Date, holds an Equity Interest in the entity whose Equity Interest is being transferred.

1.82 "Unavoidable Delay" means delay in performing any obligation under this Agreement, except payment of money, arising from or on account of any cause whatsoever beyond the obligor's reasonable control, despite such obligor's reasonable diligent efforts, including industry-wide strikes, labor troubles or other union activities (but only to the extent such actions affect similar premises at that time and do not result from an act or omission of the obligor), the obligor's inability to obtain required labor or materials after commercially reasonable efforts to do so, litigation (unless caused by the obligor), Loss, accidents, Laws, governmental preemption (excluding the County's as a Party to this Agreement), war, or riots.

Unavoidable Delay shall exclude delay caused by the obligor's financial condition, illiquidity, or insolvency.

1.83 "Usury Limit" means the highest rate of interest, if any, that Law allows under the circumstances.

ARTICLE II

OPERATION AND MAINTENANCE COVENANT

2. Exclusive License. The County hereby grants to the Operator and the Operator hereby accepts from the County an exclusive license to occupy the Property to use, to operate, to manage and to market the Sports Park, TO HAVE AND TO HOLD, subject to all the terms and conditions herein, throughout the Term for the sole purpose of managing and operating the Sports Park in accordance with the terms and conditions herein.

ARTICLE III

TERM

3.1 Term. The term of this Agreement (the "Initial Term") shall: (a) commence, if at all, on the Commencement Date; and (b) shall continue for a period of fifteen (15) years thereafter (the "Scheduled Expiration Date"), unless terminated sooner as provided under this Agreement.

3.2 Renewal Option. The Operator shall provide the County written notice of intent to renew no later than three (3) months prior to the Scheduled Expiration Date. Upon such Notice, this Agreement may be renewed on the same terms and conditions, for one additional successive period of ten (10) years (the "Renewal Term") commencing at the expiration of the Initial Term and for such other additional renewal periods thereafter as may be mutually agreed upon by the Parties.

ARTICLE IV

SPORTS PARK CONSTRUCTION; EXISTING INFRASTRUCTURE

4.1 Condition of the Property.

4.1.1 The Parties agree that Operator accepts the Property subject to all existing easements or restrictions on the Property and surrounding area, and Operator shall obtain any and all Approvals necessary for the construction of the Sports Park and its use of the Property, including from the Wisconsin Department of Natural Resources ("WDNR"), as contemplated herein. The County does not represent that the Property is suitable to Operator's proposed use. County is not responsible for any required Approvals, zoning changes, building permits or other required authorizations from regulatory agencies, without limitation; provided, however, County agrees to use reasonable efforts to assist Operator in obtaining any such Approvals, changes, permits or authorization.

4.1.2 Based on the foregoing, the Operator understands that it cannot undertake any construction activities at the Property unless and until the condition of the Property is satisfactory to the County and the WDNR.

4.2 Construction.

4.2.1 This Agreement and the obligations of the County and the Operator hereunder are contingent upon Operator successfully meeting the Milwaukee County "Due Diligence" requirements (see attached as Exhibit "C") and upon Operator obtaining an amount of not less than one hundred percent (100%) of the estimated cost of the proposed Sports Park. All costs associated with the construction, maintenance and operation of the Sports Park are the responsibility of Operator.

4.2.2 Prior to the start of any construction activities, including any subsequent alterations, renovations or improvements to the Property, Operator shall submit any, every and all detailed Sports Park Plans and Specifications, and any revisions thereto, to the County, to the Architecture and Engineering Division of the Milwaukee County Department of Administrative Services, and to the WDNR, together with the name of Operator's proposed contractor(s) for review and approval, which approval shall not be unreasonably delayed or withheld. Operator shall reimburse County for the actual and out-of-pocket cost of a Milwaukee County Project Manager during construction phases of the project, including any subsequent construction, alterations or improvements, in an amount not to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

It is understood by the Parties that the Operator anticipates that its improvements to the Property may proceed in stages with the installation of the fields, fencing, and Concession Facility being financed, submitted for approval, and constructed first; and with the other improvements, to be financed, submitted for approval, and constructed at a later date, dependent on the timing of Operator's financing. The provisions and requirements of this Article IV and its subparts shall apply with equal force and effect to any later construction.

4.2.3 Conditions for approval specified in Section 4.1.2 shall include, but not be limited to, provision that: (1) Operator shall obtain, prior to commencing any alterations, additions or improvements, all necessary permits and licenses from the appropriate governmental authorities, including the WDNR; and (2) Operator shall commence construction of the Sports Park described in the approved plans and specifications as soon as reasonably practicable following the County's and the WDNR's approval and shall complete the applicable construction within a reasonable time thereafter (subject to extension by reason of force majeure). As of the date of this Agreement the Parties agree that, with regard to the phases of construction, such reasonable time for completion is eighteen (18) months after the commencement of construction.

4.2.4 All development and landscaping shall be completed in a manner consistent with standards acceptable to the County and the WDNR. The County and the WDNR shall have the right to inspect the work at reasonable times provided it does not interfere with Operator's construction and improvements. Any and all alterations, additions and additional improvements shall be made in compliance with all statutes, laws, ordinances, rules and regulations of any governmental authority having jurisdiction of the Property, including the

WDNR. Operator shall also indemnify and hold County harmless from and against all statutory liens or claims or liens of any contractor, subcontractor, laborer or any other party which may arise in connection with any alternation, addition or improvement to the Property undertaken by or on behalf of Operator. Any structures, alterations, additions or improvements installed on the Property by Operator that are necessary for the continued operation of the Sports Park shall become the property of the County upon the expiration or termination of this Agreement. In no event shall Operator make any alterations or additions to the Property without the prior written consent of the County, which consent shall not be unreasonably delayed, conditioned or withheld, except in the event of an emergency, when such consent shall not be required, provided that notice shall be given as soon as reasonably possible thereafter, provided further that routine instances of maintenance, painting, repair and like-kind replacement of materials needing repair or replacement do not constitute alterations or additions requiring such approval, providing they do not individually exceed \$25,000 in cost.

4.2.5 Operator or its general contractor shall provide Builders Risk insurance coverage on a completed value form insuring for special perils, with Milwaukee County as additional insured and loss payee on the insurance certificate. Coverage is during construction period and is intended to terminate when the work has been completed and the Property is ready for occupancy.

4.2.6 Operator agrees that within sixty (60) days after the conclusion of each construction project, renovation or improvement project, Operator shall provide to County a complete set of construction documents to be included as a minimum: (a) as-built drawings; (b) a copy of all work orders and change orders; (c) a copy of all lien-waivers; (d) operation manuals or cut sheet drawings of any mechanical fixtures or equipment which was installed; (e) manufacturer's warranties or extended warranties; (f) a copy of all construction permits and signed drawings; (g) City of Franklin final occupancy permits, if applicable.

4.2.7 County shall use reasonable efforts to assist Operator in finding funding for the repair or replacement, and maintenance of the road commonly known as Crystal Ridge Drive, and all entrances therefrom into the Sports Park.

4.3 Endowment Fund. Operator shall establish an Endowment Fund ("Fund") for capital repairs of the Property, which shall total FIFTY THOUSAND DOLLARS (\$50,000.00). As additional consideration, Operator agrees to augment the Fund by depositing the interest accrued on any balance invested into the Fund, and hereby agrees that if the value of the Fund falls below \$50,000.00 at any time, Operator shall add to the Fund enough assets to maintain a minimum balance of \$50,000.00. Failure to maintain a balance of \$50,000.00 shall be grounds for termination of this Lease by County, provided Operator fails to cure any such shortage within thirty (30) days of receipt of notice from County that the shortage has occurred. The Fund is to be used as follows:

(a) Capital repairs and major maintenance to assure upkeep of the Property and the improvements to be constructed on the Property.

(b) Additional improvements or non-routine maintenance to the Property as may be agreed upon by Lessee and Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.

Management of the Fund shall include the establishment of an interest bearing account(s), changing investment strategies, monitoring account activity, and providing joint written approval of all payments from account assets, which approval by County shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Operator shall have the right to make withdrawals from the Fund without County's approval, but upon notice to County, for up to \$10,000 for any item described in clause (a) above, provided that the Fund does not fall below \$50,000 as a result thereof and the aggregate amount so withdrawn from the Fund without County approval in any twelve (12) month period does not exceed \$25,000. Operator shall provide County with quarterly reports relating to Fund activities, including funds received, monies spent, and any long-term obligations, including an annual report prepared by independent auditors.

ARTICLE V

SPORTS PARK OPERATION AND MAINTENANCE

5.1 General. The Operator shall have the right to operate, manage and market the Sports Park subject to the terms and conditions set forth in this Agreement. Such operation and management shall be conducted in a manner that will maximize opportunities to achieve and sustain a profit for each Operating Year from the operations of the Sports Park and the promotion of tourism in the County by attracting, promoting, and contracting for tournaments, outdoor activity and other sport related events and non-sport activities.

5.2 Except to the extent that this Agreement otherwise expressly provides or allows, the Operator shall, during the Term, keep and maintain the Sports Park in good order, condition, and repair, subject to Loss, reasonable wear and tear, and any other condition that this Agreement does not require the Operator to repair or Restore. The Operator shall remove trash, water, mud, sand and debris from the Sports Park.

5.3 Continuous Operation Covenant. The Operator covenants to the County to cause the Sports Park to be continuously operated as weather and Seasons permit throughout the Term.

5.4 General Operational Responsibilities. The Operator shall have the following described general responsibilities regarding operation of the Sports Park, which the Operator shall perform at its sole expense:

5.4.1 enter into and pay any costs associated with arrangements, if any, with concessionaires, vendors licensees, tournament promoters, contractors or other providers of services to or intended users of the Sports Park;

5.4.2 enter into and pay any costs associated with contracts for the furnishing of ongoing utilities and telecommunications services, maintenance, repair and other services to the Sports Park;

5.4.3 incur and pay such expenses as shall be reasonably necessary for the proper operation of the Sports Park, including, without limitation, employee salaries and benefits and applicable taxes and withholdings, and rental expenses for leased FF&E, as necessary;

5.4.4 maintain a level of Operating Inventory as applicable and reasonably appropriate for supplying the needs of the Sports Park and its customers;

5.4.5 apply for, obtain and maintain all licenses and permits required of the Operator in connection with the operation of the Sports Park, including beer and wine licenses and sign permits. The County shall reasonably cooperate with the Operator in the application for, obtaining and maintenance of such licenses and permits; provided that such cooperation by the County is legally permitted and does not result in any direct or indirect cost to the County;

5.4.6 use commercially reasonable efforts to do, or cause to be done, all acts in and about the Sports Park as shall be reasonably necessary to comply with any applicable insurance policies or Law;

5.4.7 pay initial activation charges for utilities and services for the Sports Park, after initial construction of the Sports Park in accordance with the Sports Park Plans and Specifications;

5.4.8 offer a reasonable schedule of recreational sports programming in adult and youth softball, baseball, soccer, lacrosse, mountain biking and such other sports activities as approved by the County, recognizing that demand for some of the sports varies and it may not be commercially reasonable to offer programs for all of the above-listed sports in any or all of the seasons of the year; and

5.4.9 operate the ski hill as a ski hill.

5.5 Operational Services. Subject to the terms of this Agreement the Operator shall have the responsibility to: (a) determine, establish, and implement the policies, standards, prices and schedules for the operation of the Sports Park and all matters affecting customer relations; (b) hire, train, and supervise all employees; (c) supervise and direct advertising, sales and business promotion; and (d) establish accounting and payroll procedures and functions.

5.6 Personnel. The number of employees working at the Sports Park, and the compensation (salaries or wages, benefits and commissions) paid to them, shall be reasonably established by the Operator, but minimum staffing levels shall be comparable to those at similar recreational sports parks at other similar locations in Wisconsin.

5.7 Specific Operating Procedures. In addition to the more general responsibilities of the Operator for operation of the Sports Park described in 5.1, the Operator shall operate the Sports Park in accordance with the following operating procedures:

5.7.1 Sports Park Operating Hours. The Operator shall operate the Sports Park on days and at hours consistent with similar recreational sports parks at other similar locations in Wisconsin, subject to closure due to inclement weather, Substantial Casualty, Substantial Condemnation or Unavoidable Delay. The hours of operation of the Sports Park shall not allow any game or event to be scheduled to begin later than 9:00 p.m. on any night and all field lighting at the Sports Park shall be turned off and all use of the Sports Park fields and batting cages shall be concluded by 10:30 p.m. every night. The Concession Facility and any other parts of the Sports Park shall close by 2:00 a.m. every night. The County has the authority to adjust the hours of operation of County parks, including the Sports Park, in the County's sole discretion, and nothing in this Agreement is intended to limit or abrogate such authority.

5.7.2 Fees and Charges. All fees, charges and prices for services at the Sports Park shall be set by the Operator at amounts comparable to those of similar recreational sports parks at other similar locations in Wisconsin. If the County finds that the Operator is setting Fees and Charges at a rate the County determines in its reasonable discretion are excessive, the County and the Operator agree to negotiate in good faith Fees and Charges mutually acceptable to both Parties.

5.7.3 Limitation on Consumption of Alcoholic Beverages in the Sports Park. The Operator shall restrict users of the Sports Park to consuming alcoholic beverages in the Concession Facility, the sidewalks, patios, picnic areas and spectator seating areas within the Sports Park. Alcoholic beverages shall not be allowed to be consumed in any other areas of the Sports Park such as the playing surfaces, dug-outs, or playground areas.

5.7.4 Smoking Areas. The Operator shall designate reasonable smoking areas within the Sports Park, subject to the County's reasonable approval and in compliance with applicable Law.

5.7.5 Sports Park Operating Expenses. The Operator shall, at its sole expense, timely pay and discharges all Sports Park Expenses, in accordance with the provisions of this Section 5.7.

5.8 Noise. The Operator shall not use or permit the use of the Sports Park in any manner that creates or maintains any noise or sound in violation of the County's or any noise ordinance of the City of Franklin and the Village of Greendale, as applicable to the Property or to the Sports Park.

5.9 Nuisance. The Operator shall not itself and shall not allow any other Person to use the Sports Park for any unlawful purpose and shall not itself and shall not allow any other Person to perform, permit or suffer any act or omission upon or about the Sports Park that would result in a nuisance or a violation of any Law, as the same may now or hereafter be in force and effect.

5.10 Permits, Licenses, Etc. The Operator shall, for the full Term, at the Operator's cost and expense, maintain all franchises, permits, contractual arrangements, licenses, and registrations required for the Operator to conduct all sales, operations relating to the Sports Park

that are contemplated in this Agreement to be undertaken by the Operator. The County shall use reasonable efforts in assisting Operator in maintaining all franchises, permits, contractual arrangements, licenses and registrations.

5.11 Abandonment. The Operator shall not abandon or surrender the operation of all or any part of the Sports Park during the Term, except as otherwise expressly provided in herein.

5.12 Contracts and Agreements. All equipment leases, financing agreements, contracts and agreements relating to the Sports Park (including contracts for utility services, telecommunications services, Maintenance and Repair services, pest control, supplies, landscaping services, and agreements for tournaments, banquets and other group functions), entered into during the Term shall be entered into by the Operator as the contracting party. The Operator shall not have any authority to enter into any equipment lease, financing agreement, contract or agreement that extends beyond the Term of this Agreement, that is not terminable on thirty (30) days or less notice, if the Operator defaults under the terms of this Agreement, or that is secured by all or any part of the Sports Park or the Property. All contracts entered into by the Operator regarding the Sports Park shall automatically expire on the Expiration Date.

5.13 Business Name. During the entire Term, the Operator shall conduct business in the Sports Park under the name "The Rock Sports Complex" (or something similar); provided that the Operator may change the operating name of the Sports Park and the Operator shall notify the County of any such name change.

5.14 Security. The Operator may, at its own discretion, provide such security for the operation of the Sports Park to protect the customers, employees, guests, contractors and other invitees of the Sports Park.

5.15 Signage.

5.15.1 All such signage must be approved by the County and comply with the County Code and any applicable code of the City of Franklin and the Village of Greendale.

5.15.2 All signs on or in the Sports Park will be maintained by the Operator in good condition during the Term.

5.15.3 The Operator agrees to provide the County with prominent acknowledgment signage using the County Parks Logo as integral part of all promotions. The acknowledgment signage must be prominently displayed at the entrance to the Sports Park and in all of Operator's print, digital, and TV promotions and advertising related to the activities covered by this Agreement.

5.15.4 The Operator will remove all signs containing the Operator's name or logo installed in or on the Sports Park by the Operator on or before the Expiration Date, except as otherwise agreed between the Operator and the County, and will repair and restore any damage caused by installation or removal of such signs. The Operator shall not cause or allow

the display of any advertising of tobacco products or adult entertainment on, in or about the Sports Park.

5.16 Event Programs And Merchandising. The County grants to the Operator the sole and exclusive right to sell, lease, or contract for the sale or lease of event programs, yearbooks, novelties, pendants, hats, clothing, sporting equipment, cameras, film, binoculars, headsets, or any other items, goods, or equipment which the Operator may desire to offer for sale or lease at the Sports Park. The County shall also grant to the Operator or its designee the right to set up carts, kiosks, and other similar temporary structures for the sale of such items at locations within the Sports Park selected by the Operator in its reasonable discretion, taking into consideration public safety and access. Further, the Operator shall have the right to grant any of the rights held by the Operator under this Section to a single supplier or to enter into multiple agreements with multiple suppliers. The County agrees that the Operator may determine the items of merchandise to be offered for sale or lease in such areas and the prices to be charged for such items of merchandise and shall select any suppliers for such merchandise. The County has the right to offer complimentary materials at the Sports Park during the Sports Park Events solely for the purpose of promoting tourism or economic development within the County.

5.17 Concessions.

5.17.1 Right To Sell. Milwaukee County hereby grants to the Operator the sole and exclusive right to sell or contract others, including without limitation the Operator Affiliates, to sell, all food, beverages, and other concessions within the Sports Park and to operate the Concession Facility and concessions stands. The rights granted to the Operator with regard to concessions pursuant to this Agreement shall also include the right (without limitation) to grant to third party(s) any and all so-called "pouring rights" or similar beverage designations with regard to the use of the Sports Park at all times.

5.17.2 Food And Beverage. Any concessionaire contracted by the Operator shall be entitled to bring a reasonably sufficient number of workers into the Sports Park, free of charge, in order to operate the concessions, pursuant to this Agreement. The Operator shall have the right to determine items of food or beverage offered for sale, the prices to be charged for such items of food or beverage, or the concessionaire or concessionaires selected to provide such food and beverage concessions. The County agrees that the Operator may determine the items of to be offered for sale or lease in such areas and the prices to be charged for such items and shall select any suppliers. Except for Public Events, the County shall have no right to offer any food or beverage items for sale at any Sports Park Events without the consent of the Operator. The Operator shall have the right to determine the location of concession stands for the sale of food and beverage concessions and staging areas for the storage and preparation of food and beverages prior to sale, both within the Sports Park and elsewhere on the Sports Park Property, in its reasonable discretion, subject to considerations for public safety and access.

5.17.3 Access To Facility. The Operator shall establish all policies relating to access to the Sports Park including, but not limited to, entry to Sports Park with consumables, parking rates, and signs and banners subject to applicable Law. The County shall entrust the Operator with keys to the Sports Park, and the Operator shall at no time be denied access to the

Sports Park by the County unless the Operator is in default or the Agreement has been terminated as provided herein.

5.18 Parking. The Operator shall manage and control the parking in or on the Property for all Sports Park Events. The Operator or its designee may charge patrons of Sports Park Events a fee in an amount to be determined on an event basis for the right to park within the Sports Park Property. The Operator is further authorized to grant, within its reasonable commercial discretion, to any promoter of Sports Park Events the right to collect and keep for its own account any and all parking fees.

5.19 Parking Overflow. In the event that the Sports Park does not have adequate parking available during an event, the County may assist the Operator in locating sufficient parking in a nearby location. Under no circumstances, however, shall the County be legally obligated to expend funds or resources to secure or staff additional parking areas outside of the Sports Park Property for Sports Park Events nor shall it be liable for any uses or activities that may occur on or at any such alternative parking locations it may identify for the Sports Park.

5.20 Naming Rights.

(a) General. The County acknowledges that the marketing and sale of naming rights of the field(s) within the Sports Park (as distinguished from naming rights for the Sports Park as a whole or any other non- field structures) is to be an integral component for the Sports Park to achieve its primary objective of positive cash flow. The Operator may receive money or other consideration in exchange for granting to such third party(s) the right to name all or any part of the Sports Park. The County grants to the Operator the right to market and to sell the naming rights for the Sports Park during the Term of this Agreement. The Operator shall have the right to sell the rights to any third party or parties or to any the Operator's Affiliate, and to receive all monies. The County grants the Operator the right to market and to license or assign any other advertising or promotional rights within the Sports Park Property. The provisions of this Section are subject to the County's written approval. No agreements entered into by the Operator with any third party or parties or to any the Operator's Affiliate relating to the Naming Rights specified herein shall extend beyond the Term of this Agreement.

(b) Effect Of Grant. Upon the grant of the Naming Rights to any third party or parties and the determination of a name or names for the Sports Park or for any other part of the Sports Park Parcel, the County agrees that it shall recognize such name(s) and shall use such name(s) in all correspondence and promotional activity of the County with regard to the Sports Park or the Sports Park Property. Further, the County agrees that upon the determination of a name(s) for the Sports Park and for any other part of the Sports Park Property as a result of the sale or exercise of the Naming Rights, the County shall use such descriptive name(s) on street signs, maps, promotional materials, and other similar items, to the extent that a descriptive name shall be necessary or appropriate, provided, however, that this provision shall apply only to street signs, maps, promotional materials and other similar items which are erected or produced subsequent to the determination of the descriptive name or names for the Sports Park and the Sports Park Property and shall not require the County to incur any costs with regard to modifying or replacing existing signs, maps, promotional materials, or similar items.

5.21 Premises Advertising.

(a) Grant Of Rights. As part of the rights granted to the Operator under this Agreement, the County hereby also grants to the Operator the right to undertake any and all advertising or marketing of any kind on the Property including but not limited to any advertisements or marketing distributed through the signage and any related media, whether printed, transmitted on a video screen or message board transmitted verbally, or otherwise, whether presently available or made available in the future, for Sports Park Events, and at all other times during the Term hereof, and to contract with third parties and grant to such third parties the right to exercise such advertising rights for Sports Park Events, and at all other times during the Term hereof. The Operator agrees to allow for placement of signage within the Sports Park or Sports Park Parcel agreeable to the County identifying the name of the County and contact information or other material for the County's use in tourism development.

(b) Quality And Control. The Operator agrees that all advertising of Sports Park Events and related activities shall be accurate, straightforward, and in good taste. The Operator shall have responsibility for and control over the distribution, posting, exhibition and removal of all signs, advertisements, show bills, lithographs, posters or cards of any description at, in or about the Sports Park(except for County promotional material).

5.22 County Organized Sports League Events. The County shall have the right to use the Sports Park for County Organized Sports League Events that are scheduled with the prior approval of the Operator, in the Operator's reasonable discretion (each of which shall be considered a "County Organized Sports League Event"), but no less than one calendar day Monday through Thursday per week. The Sports Park shall be available to the County for County Organized Sports League Events free of any facility rental or admission charge, except the County reserves the right to collect and keep for its own account any and all league/rental fees.

5.23 Outreach. To provide increased baseball and softball programming in underserved areas of Milwaukee County, the Operator agrees to commit not less than TWENTY THOUSAND DOLLARS (\$20,000.00) in funding annually (the "Outreach Funding") to develop and implement programming and scholarships for low income minority and low income children who reside in Milwaukee County. Eligibility shall be based on the criteria set forth for Milwaukee Public Schools low-income school lunch program, and may include a sliding-scale basis for determining the amount of the scholarships. The Outreach Funding is to subsidize the cost of participation in local little leagues for low-income children.

5.24 Control And Supervision. The Operator shall have the sole responsibility for, and sole right of control and supervision of its employees and the methods, details and all other aspects of its operation of the Sports Park pursuant to this Agreement, subject, however, to any provision to the contrary in this Agreement and to the following additional terms and conditions:

(a) Control. The Operator shall have the right to eject or cause to be ejected from the Sports Park any person whose conduct is unlawful or otherwise objectionable. In

addition, the County and the Operator shall each have the right to make announcements at any time during Park Events and activities in the interest of public safety, proper operation of the Sports Park, crowd control and compliance with applicable laws, ordinances, regulations and rules.

(b) No Waste. The Operator shall not allow any waste, nuisance or ultra-hazardous activities at the Sports Park, or engage in, or permit others to engage in, any activity which may cause physical damage to the Sports Park or discredit Milwaukee County.

(c) Periodic Meetings And Communications. The Operator shall meet with the County at such reasonable times and places as may be mutually agreed for the purpose of presenting any issues or resolving problems related to the Sports Park.

(d) Schedule Of Park Events. The Operator shall provide the County, on a quarterly basis, with an updated twelve (12) month schedule of upcoming Park Events for the Sports Park, including but not limited to twelve tentative dates for future events in negotiation.

5.25 Disadvantaged Business Enterprise (DBE) Utilization. Operator shall use reasonable efforts to cause its contractors to establish Disadvantaged Business Enterprise (DBE) participation goals, consistent with Milwaukee County DBE goals of 25% for construction and 17% for professional services, for the planning, development and construction of improvements and to use good faith efforts to achieve those goals. The Milwaukee County Community Business Development Partners shall assist the Operator in soliciting potential DBE vendors for the improvements and monitor such goal attainment. Operator's contact regarding DBE participation is: Director, CBDP, at 414-257-5248. Operator will provide an annual DBE report to the CBDP office during the year(s) of construction.

5.26 Non-Discrimination. There shall be no discrimination against or segregation of any Person, or group of Persons, on account of gender, age, race, color, religion, creed, national origin or ancestry in the sale, agreement, transfer or use of the Sports Park, and the Operator (or any Person claiming under or through the Operator) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the Sports Park or the Property.

5.27 Form of Non-discrimination and Non-segregation Clauses. The Operator covenants and agrees for itself, its successors, its assigns, that the Operator, such successors and such assigns shall refrain from restricting the use of all or any part of the Sports Park or the Property on the basis of gender, race, color, religion, creed, ancestry or national origin of any Person. All agreements or contracts pertaining to the Sports Park or the Property shall contain or be subject to substantially the following non-discrimination or non-segregation covenants:

5.27.1 In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, gender, national origin, or ancestry, in the sale, agreement, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed or agreement, nor shall the transferee or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation

with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sub-lessees, sub-tenants, or vendees of the premises herein transferred." The foregoing provision shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

ARTICLE VI

OPERATOR FISCAL RESPONSIBILITIES; COMPENSATION; SPORTS PARK REVENUE ALLOCATIONS

6.1 Capital Improvement Plan. Beginning with the Operating Year following the completion of each construction phase, subject to upgrades and improvements, the Operator agrees to prepare a three (3) year capital improvement plan for approval by the County, which will be contingent upon a capital improvement commitment from the City of Franklin.

6.2 Fixed County Revenue. Within the first month of each Operating Year, Commencing on the first day of the last month of Operating Year 1, the Operator shall pay to the County, without Notice, the Fixed County Revenue agreed to within this Agreement.

6.3 Contingent County Revenue. The Contingent County Revenue shall be paid annually, without Notice, within one hundred twenty (120) calendar days following the end of each Operating Year, with the first payment of Contingent County Revenue occurring during Operating Year 2, based on the Sports Park net income from the immediately preceding Operating Year.

6.4 County Revenue Payment. The Operator shall pay all County Revenues payable to the County in lawful money of the United States, by good and sufficient check payable to the County or in immediately available funds, at such address as the County shall designate, from time to time. Checks shall constitute payment only when collected.

ARTICLE VII

SPORTS PARK EXPENSES

7.1 Operator to Pay All Sports Park Expenses. In addition to the County Revenue, the Operator shall pay all Sports Park Expenses, regardless of the amount of Sports Park revenues or whether or not there are any Sports Park revenues at all.

7.2 Pre-Opening Expenses and Operating Losses. The Operator acknowledges that it will be responsible for the initial capitalization of the Operator's business operations at the Sports Park and will be responsible for start-up expenses in connection with such business operations, including, without limitation, hiring and training of employees, acquisition of inventory and pre-opening marketing expenses, without any reimbursement or contribution from the County. The Operator further acknowledges and agrees that it will be solely responsible for operating losses or deficits arising in its operation of the Sports Park and that any such losses or deficits shall not abate any obligations of the Operator under this Agreement.

7.3 Taxes. Due to the fact that the Sports Park Property is owned by the County, a political subdivision of the State of Wisconsin and as such are exempt from property taxes and that the use of the Property as a Sports Park is for the public purpose of promoting and enhancing tourism and business development within the County, the County and Operator intend that no ad valorem taxation will apply to the Sports Park or use thereof in accordance with this Agreement by the Operator. In the event that the Sports Park or the Operator is held to be subject to ad valorem, real property, intangible or other taxes or for any other reason arising in connection with Operator's operation or interest in the Sports Park, the Operator will be legally obligated for such taxes.

The Operator shall pay and discharge all other Taxes payable or accruing for all period(s) within the Term. The Operator shall also pay all interest and penalties any Government assesses for late payment of any Taxes. The Operator shall, within a reasonable time after Notice from the County, give the County reasonable proof that the Operator has paid any Taxes that this Agreement requires the Operator to pay.

7.4 Assessments in Installments. To the extent Law allows, the Operator may apply to have any assessment payable in installments. Upon approval of such application, the Operator shall pay and discharge only such installments as are attributable to the Term.

7.5 Direct Payment by the County. If any Sports Park Expenses must be paid directly by the County, then: (a) the County appoints the Operator as the County's attorney-in-fact to make such payment; and (b) if the payee nevertheless refuses to accept payment from the Operator, then the Operator shall Notify the County and shall pay such amount to the County in a timely manner with reasonable instructions on remittance of such payment. In such event, the County shall with reasonable promptness comply with the Operator's reasonable instructions.

7.6 Utilities. The Operator shall arrange and pay for all fuel, gas, light, power, water, sewage, garbage disposal, telephone, internet, cable or satellite television and other utility charges, and the expenses of installation, maintenance, use, and service in connection with the foregoing, for the Sports Park during the Term of this Agreement.

ARTICLE VIII

RECORDS, REPORTS AND AUDITS

8.1 Sales Recording and Records. The Operator shall keep:

8.1.1 full and accurate books of account and records including, without limitation, a sales journal, general ledger and all bank account statements showing deposits and withdrawals of Sports Park revenues; and

8.1.2 detailed original records of any Sports Park revenues Exclusions.

8.2 Annual Income Statements.

8.2.1 Annual Net Income Statement. Within ninety (90) calendar days after the end of each Operating Year, including the Operating Year ending in the month in which the Term ends, the Operator shall furnish the County with an Annual Net Income Statement for the just concluded Operating Year.

8.2.2 Accounting And Bookkeeping. The Operator agrees to maintain separate accounting and bookkeeping records for the operations of the Sports Park pursuant to this Agreement and to utilize generally accepted accounting principles and practices in such accounting records. The Operator shall, at reasonable times and upon request, permit the County's auditors to inspect, examine and copy any and all of the Operator's books, papers, reports, correspondence, sales tax returns, federal and state tax returns memoranda, cash register records and other records of the Operator which are pertinent to this Agreement for purposes of verifying the Sports Park revenues for any given Operating Year.

8.3 Audit and Examination Rights.

8.3.1 Audit Procedures.

(a) Annual Audit. Pursuant to Milwaukee County Ordinance section 56.30(6)(e), Operator and its Affiliates shall allow Milwaukee County or any other party the County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Operator or its Affiliates, including handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at no cost to County. Any subcontracting by Operator in performing the duties described under this Agreement shall subject the subcontractor or its associates to the same audit terms and conditions as Operator. The County shall preserve the confidentiality of such information to the extent permitted by Wisconsin law, as determined by County's Corporation Counsel. If any Net Income Statement for any Operating Year is found to be less than the amount of the Operator's actual Net Income for such Operating Year, the Operator shall immediately pay to the County any earned but unpaid amounts of County Revenues due to the County.

8.4 Retention of Books and Records. The Operator and its Affiliates shall, for a period of five (5) years following the end of the Term, keep and maintain, safe and intact, all of the records, books and accounts required to be maintained by such Persons regarding the Sports Park pursuant to this Agreement, and shall from time to time, upon request, make these records available to the County, the County's auditor, representative or agent for examination at any reasonable time, on ten (10) days advance written notice. The County shall also have the right to make abstracts from the records, to make copies of any or all of the records and to examine and make copies of any or all contracts, licenses and concession agreements. In addition, on request of the County or the County's representative, the Operator shall furnish copies of the Operator's State and local sales and use tax returns and federal and state income tax return.

ARTICLE IX

COMPLIANCE

9.1 Generally. The Operator shall during the Term, at the Operator's sole expense, in all material respects: (a) comply with all Laws; and (b) procure and comply with all Approvals required by Law.

9.2 Copies of Notices. The County shall promptly give the Operator a copy of any notice of any kind regarding the Sports Park or any Taxes (including any bill or statement), and any notice of nonrenewal or threatened nonrenewal of any Approval that the County receives from any Government, utility company, insurance carrier or insurance rating bureau.

ARTICLE X

NO ALTERATIONS TO SPORTS PARK

10.1 The Operator shall have the right to alter the facility as needed to allow for success of the facility, subject to the provisions contained in Article IV.

10.2 Alterations, Renovations And Additions. Operator shall not, without the advance written approval of the County, remove from the Sports Park, or permit the removal of, any equipment, furnishings and other property of the County. If at any time the County supplies the Operator with labels, plates, or other markings identifying equipment, furnishings and other property of the County, the Operator shall affix and keep the same in a prominent place on such equipment, furnishings and other property.

ARTICLE XI

HAZARDOUS SUBSTANCES

11. Restrictions. The Operator shall not during the Term: (a) knowingly allow any violation of any Environmental Law at the Sports Park, or (b) knowingly permit the introduction, onto the Property of any Hazardous Substance.

ARTICLE XII

COUNTY'S SPECIAL RIGHTS

12.1 County's Right to Utilize the Sports Park During Local State of Emergency. In those situation where a local state of emergency has been declared by the County pursuant to its authority under Wisconsin law or County code, or is continuing to exist within the County, the County shall have the right to exercise sole control over the Sports Park Property and to implement such emergency measures and to make such use of the Sports Park Property as it deems necessary for the health, safety and welfare of the residents of the County. the County, in taking such action, will attempt at all times to minimize any damage to the Sports Park and will

repair or provide funds for the Operator to effect repairs for any Capital Repairs that may be required as a result of such emergency use(s).

12.2 County's Access to the Sports Park.

(a) Notwithstanding anything to the contrary in this Agreement, the County, its agents, representatives or designees may enter the Sports Park to: (a) ascertain whether the Operator is complying with this Agreement; (b) cure the Operator's Defaults; (c) inspect the Sports Park; (d) perform such tests, borings, and other analyses as the County determines may be necessary or appropriate relating to (non)compliance with any Law or possible Hazardous Substances Discharge; or (e) operate, maintain, test, and repair the County's gas control system and monitoring wells. In entering the Sports Park, the County and its designees shall not unreasonably interfere with operation of the Sports Park. The County shall Indemnify the Operator against any claims arising from the County's related to the entry upon the Sports Park from the County's negligence, except to the extent arising from the willful misconduct or negligence of the Operator Parties or upon termination of this Agreement or the occurrence of an Event of Default.

(b) Operator understands and acknowledges that the Property is a former County landfill. Should the County need to access the Property for the purposes described in this Section, the County shall notify the Operator and schedule its repairs in coordination with the Operator in an attempt to minimize the County's impacts to Sports Park Events while achieving the primary goals of protecting the health, general welfare, and safety of the general public and placing the gas control system back into operation.

ARTICLE XIII

INDEMNIFICATION; LIMIT ON LIABILITY OF COUNTY

13.1 General Indemnification. The County and the Operator shall each Indemnify the other and their respective shareholders, elected officials, officers, directors, partners, employees, attorneys and other agents against any claims, actions or suit arising from: (a) wrongful act, wrongful omission, or negligence of the Indemnitor (and anyone claiming by or through the Indemnitor) or its or their shareholders, directors, officers, elected officials, partners, attorneys, agents or employees which may arise out of or are connected with the activities covered by this Agreement; (b) breach or default by the Indemnitor under this Agreement; or (c) breach of any representation or warranty the Indemnitor makes in this Agreement. Notwithstanding anything to the contrary in this Agreement, no Indemnitor shall be required to indemnify any Indemnitee to the extent of the Indemnitee's wrongful intentional acts or negligence. Milwaukee County's liability shall be limited by Wis. Stat. §§ 345.05(3) for automobile and 893.80(3) for general liability.

13.2 Operator is solely responsible for conducting its own geotechnical investigation to determine soil bearing capacity and for all site development expenses. In the event that Operator reasonably determines as a result of its own investigation that Hazardous Substances exist or may possibly exist in or on the Property, Operator shall have the right, at its sole option, by written notice to County, to terminate this Agreement. Operator may keep the results of its

investigations confidential, unless otherwise required by law or court order. In no event shall the discovery or disturbance of any Hazardous Substances by Operator preclude the Operator from performing its remediation responsibilities as contained in this Section.

13.3 Environmental Indemnification. Operator shall to the fullest extent provided for under any Environmental Laws be responsible for any repair, cleanup, Remediation or detoxification arising out of: (1) any Hazardous Substance brought onto or introduced into the Property or surrounding area by Operator, its agents or guests, or (2) any Hazardous Substance whose presence pre-exists the Effective Date of this Agreement, located in or on the Property, that are discovered or disturbed as result of Operator's construction activities on, at or near the Property. Operator shall indemnify, defend and hold the County harmless from any liability, cost, damage, claim or injury (including reasonable attorney fees) arising therefrom. Prior to the Commencement Date, Phase I or other environmental reports and geotechnical reports may be obtained at Operator's expense to help determine anticipated remediation requirements and expenses, as well as for identifying structural issues on, in and under the site, or to provide recommendations or suggestions for further review.

13.4 Limitation on Liability. During the Term: (a) the Operator is and shall be responsible for operation of the Sports Park; and (b) the County shall not be liable for any injury or damage to any property (of the Operator or any other Person) or to any Person occurring on or about the Sports Park, except to the extent caused by the County's intentional or negligent act or omission. Provisions of this Agreement regarding the County's ownership of or access to the Sports Park shall not impose upon the County any liability to third Persons.

13.5 Strict Liability. The indemnification obligations of an Indemnitor shall apply regardless of whether liability without fault or strict liability is imposed or sought to be imposed on one or more Indemnitees. The indemnification obligations of an Indemnitor shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a claim against an Indemnitee was proximately caused by the negligence or willful misconduct of that Indemnitee.

13.6 Independent of Insurance Obligations. The Operator's indemnification obligations under this Agreement shall not be construed or interpreted as in any way restricting, limiting, or modifying the Operator's insurance or other obligations under this Agreement and is independent of the Operator's insurance and other obligations under this Agreement. The Operator's compliance with its insurance obligations and other obligations under this Agreement shall not in any way restrict, limit, or modify the Operator's indemnification obligations under this Agreement and are independent of the Operator's indemnification and other obligations under this Agreement.

13.7 Survival of Indemnification and Defense Obligations. The indemnification and defense obligations under this Agreement shall survive the expiration or earlier termination of this Agreement, until all claims against any of the Indemnitees involving any of the indemnified matters are fully, finally, and absolutely and completely barred by the applicable statutes of limitations.

13.8 Independent Duty to Defend. The duty to defend under this Agreement is separate and independent of the duty to Indemnify. The duty to defend includes claims for which an Indemnitee may be liable without fault or strictly liable. The duty to defend applies regardless of whether the issues of negligence, liability, fault, default, or other obligation on the part of the Indemnitor or the Indemnitee have been determined. The duty to defend applies immediately, regardless of whether the Indemnitee has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims. It is the express intention of the Parties that an Indemnitee be entitled to obtain summary adjudication or summary judgment regarding an Indemnitor's duty to defend the Indemnitee at any stage of any claim or suit within the scope of the Indemnitor's indemnity obligations under this Agreement.

13.9 Indemnification Procedures. Wherever this Agreement requires any Indemnitor to Indemnify any Indemnitee:

13.9.1 Prompt Notice. The Indemnitee shall promptly Notify the Indemnitor of any claim. To the extent, and only to the extent, that the Indemnitee fails to give prompt Notice and such failure materially prejudices the Indemnitor in providing indemnity for a particular claim, the Indemnitor shall be relieved of its indemnity obligations for such claim.

13.9.2 Selection of Counsel. The Indemnitor shall select counsel reasonably acceptable to the Indemnitee. Counsel to Indemnitor's insurance carrier that is providing coverage for a claim shall be deemed reasonably satisfactory. Even though the Indemnitor shall defend the action, Indemnitee may, at its option and its own expense, engage separate counsel to advise it regarding the claim and its defense. The Indemnitee's separate counsel may attend all proceedings and meetings. The Indemnitor's counsel shall actively consult with the Indemnitee's separate counsel. The Indemnitor and its counsel shall, however, fully control the defense, except to the extent that the Indemnitee waives its rights to indemnity and defense for such claim.

13.9.3 Settlement. The Indemnitor may, with the Indemnitee's consent, not to be unreasonably withheld, settle the claim. The Indemnitee's consent shall not be required for any settlement by which: (a) the Indemnitor procures (by payment, settlement, or otherwise) a release of the Indemnitee from the subject claim(s) by which the Indemnitee need not make any payment to the claimant; (b) neither the Indemnitee nor the Indemnitor on behalf of the Indemnitee admits liability; (c) the continued effectiveness of this Agreement is not jeopardized in any way; and (d) the Indemnitee's interest in the Sports Park is not jeopardized in any way.

13.9.4 Insurance Proceeds. The Indemnitor's obligations shall be reduced by net insurance proceeds the Indemnitee actually receives for the matter giving rise to indemnification obligation.

ARTICLE XIV

INSURANCE

14.1 Operator to Insure. The Operator shall, at its sole expense, during the Term, maintain the insurance specified in this Article.

14.2 Nature of Insurance Program. All Property Insurance and Liability Insurance policies this Agreement requires shall be issued by carriers that: (a) are listed in the then current "Best's Key Rating Guide—Property/Casualty—United States & Canada" publication (or its equivalent, if such publication ceases to be published) with a minimum financial strength rating of "A" and a minimum financial size category of "VIII"; and (b) are admitted to do business in the State of Wisconsin by the State Department of Insurance. **The Operator may provide any Property Insurance or Liability Insurance coverage under a "blanket" or "umbrella" insurance policy, provided that (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Sports Park, which amount(s) shall equal or exceed the amount(s) required by this Agreement and shall not be reduced for claims made for other properties; and (ii) such policy otherwise complies with this Agreement.**

14.3 Policy Requirements and Endorsements. Operator agrees to evidence and maintain or cause its contractors to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws or vicarious liability arising from employees at least to the minimum limits established now and in the future by Milwaukee County's Risk Manager. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including employer's liability and business insurance covering general liability and automobile coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation Or Proof of All State Coverage	Statutory
Employers' Liability	\$100,000/\$500,000/\$100,000
Commercial General Liability	
Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual and Products/Completed Operations)	\$1,000,000 Per Occurrence \$5,000,000 Aggregate
Professional Liability (Errors and Omissions) (required for Construction Managers, Architects, Engineers and Designers)	\$1,000,000 Per Occurrence or Claim
Liquor Liability	\$1,000,000 Per Occurrence
Environmental Impairment Insurance	\$1,000,000 Aggregate
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned or hired Uninsured Motorists	Per Wisconsin Requirements

Milwaukee County shall be named as an additional insured for General Liability and Automobile Liability; in the event there is a General Contractor, then the Operator and Milwaukee County shall be named as additional Insureds. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this Agreement.

The insurance requirements contained within this Agreement are subject to periodic review and reasonable adjustment by the County Risk Manager consistent with similarly situated properties within the properties owned by Milwaukee County.

14.4 No Representation. Neither Party makes any representation that the limits, scope, or forms of insurance coverage this Agreement requires are adequate or sufficient.

ARTICLE XV

LOSSES AND LOSS PROCEEDS

15.1 Notice. If either Party becomes aware of any Casualty or any actual, threatened, or contemplated Condemnation, then such Party shall promptly Notify the other.

15.2 Effect of Casualty. If any Casualty occurs, then: (a) the Operator's obligation to make any payments under this Agreement shall not abate; (b) this Agreement shall not terminate or be impaired; and (c) the Operator shall Restore with reasonable promptness regardless of cost. If, however, the Casualty is a Substantial Casualty, then the Operator may, by Notice to the County, given within thirty (30) days after the occurrence of the Casualty, (i) invoke the indemnity procedures outlined in Article XIII, or (ii) terminate this Agreement effective ninety (90) days after such Notice, provided that the Operator assigns to the County all of the Operator's right, title and interest in and to any Property Insurance Proceeds (and rights thereto) arising from the Casualty.

15.3 Substantial Condemnation. If a Substantial Condemnation occurs, then this Agreement (except as it relates to allocation of the Condemnation Award and other matters surviving termination of this Agreement) shall terminate on the Condemnation Effective Date. The Condemnation Award shall be the sole and exclusive property of the County, except the portion of any such award applicable to the Operator's FF&E or other personal property, if any.

15.4 Insubstantial Condemnation. If an Insubstantial Condemnation occurs, then any Condemnation Award shall be paid to the County to be applied first for Restoration in the same manner as Property Insurance Proceeds. The Operator shall Restore in the same manner as Restoration upon Casualty. Any Condemnation Award remaining after Restoration shall be applied in the same manner as a Condemnation Award from an Immaterial Loss.

15.5 Temporary Condemnation. If a Temporary Condemnation relates to a period longer than ninety (90) days and more than twenty five percent (25%) of the Sports Park, then the Operator may, by Notice within sixty (60) days after notice of such Temporary

Condemnation, terminate this Agreement effective on the Condemnation Effective Date. If the Temporary Condemnation relates to a shorter period, or if the Operator does not terminate this Agreement, then the Operator shall receive any Condemnation Award (to the extent compensating for periods within the Term) for use for Restoration, without affecting the Operator's obligations under this Agreement in any way.

15.6 Immaterial Loss. If an Immaterial Loss occurs, then the Operator shall receive any Condemnation Award in trust to be applied first to Restoration. The Operator shall Restore in accordance with this Agreement. After Restoration, the County shall receive any remaining Condemnation Award as its sole and exclusive property.

15.7 Voluntary Conveyance Under Threat of Condemnation. A voluntary conveyance by the County of title to all or a part of the Property or the Sports Park to a public or quasi-public agency or entity in lieu of and under threat by that agency or entity to take such property by eminent domain proceedings shall be considered a Condemnation of the subject part of the Property or the Sports Park, for the purposes of this Agreement.

15.8 Rights and Obligations Governed by Agreement. If during the Term there is any taking of all or any part of the Sports Park or any interest in this Agreement by Condemnation, the rights and obligations of the Parties shall be determined pursuant to this Section.

ARTICLE XVI

REPRESENTATIONS AND WARRANTIES

16.1 No Litigation. Operator represents and warrants to that there is no existing or, to the Operator's knowledge, pending or threatened litigation, suit, action, or proceeding before any court or administrative agency affecting the Operator, any holder of an Equity Interest in the Operator or any Affiliate that would, if adversely determined, materially adversely affect the Operator, this Agreement or the Operator's ability to perform its obligations under this Agreement.

16.2 Litigation; Environmental Claims. County represents and warrants to that there is no existing or, to the County's knowledge, pending or threatened litigation, suit, action, or proceeding before any court or administrative agency affecting the County, that would, if adversely determined, materially adversely affect the County, this Agreement or the County's ability to perform its obligations under this Agreement.

ARTICLE XVII

COUNTY TRANSFERS

17.1 County's Right to Convey. The County may Transfer the Fee Estate from time to time, but only if the County promptly Notifies the Operator of such Transfer. Notwithstanding the forgoing, in the event the County decides to sell the Property and the County receives an offer to purchase acceptable to the County, during the Term of the Agreement, the County, prior to acceptance thereof, shall give the Operator, with respect to such offer, written notice thereof and a copy of said offer; and Operator shall have the option and right of first refusal for sixty

(60) days after receipt of such notice within which to elect to purchase the Property on the terms of said offer. If Operator shall elect to purchase the Property pursuant to the option and first refusal herein granted, it shall give notice of such election within such sixty (60) day period. Operator's failure to exercise its option under this paragraph shall not affect this Agreement and the continuance of Operator's rights under this and any other paragraph contained herein.

17.2 Release of the County. Upon any Transfer of the entire Fee Estate in compliance with this Agreement, provided such Transfer does not adversely affect the Operator's rights under this Agreement, the grantor shall be automatically freed and relieved from all liability (excluding liability previously accrued) for performance of any covenants or obligations to be performed by the County after the Transfer, provided that the successor to the County assumes the County's future obligations under this Agreement. This Agreement shall bind the County only while the County owns the Fee Estate, except as to any liabilities and obligations accrued before the date of Transfer of the Fee Estate.

ARTICLE XVIII

OPERATOR TRANSFERS

18. The Operator's Limited Right. The Operator may Transfer this Agreement to any Affiliate. The Operator may Transfer this Agreement to a non-Affiliate with the County's prior written consent, which may be given or withheld in the County's sole and absolute discretion, prior to the effective date of any such Transfer. Any permitted transferee, franchisee or assignee of the Operator shall assume all obligations and liabilities of the Operator under this Agreement in a writing reasonably satisfactory to the County, prior to the effective date of any such Transfer. The Operator shall pay all transfer and other taxes payable on account of any Transfer by the Operator or any holder of any Equity Interest in the Operator. The Operator shall promptly Notify the County at least ninety (90) days in advance of the effective date of any proposed Transfer by the Operator. After the Operator assigns this Agreement and the assignee, franchisee or transferee assumes the Operator's obligations under this Agreement, in accordance with this Agreement, the assignor shall have no obligation or liability under this Agreement, except: (a) any obligation to hold and apply Restoration Funds held by the assignor at the date of the assignment (unless transferred to the assignee); and (b) any unperformed obligations that arose before the assignment (unless assumed in writing, in recordable form, by the assignee). If the Operator assigns this Agreement, then as between the County and the Operator, the Operator shall be deemed to have assigned to the assignee, franchisee or transferee all claims against the County then existing, and the assignee, franchisee or transferee shall be deemed, by assuming this Agreement, to have assumed all liabilities and obligations of the Operator then existing or thereafter arising under this Agreement (except as this Agreement otherwise expressly states).

ARTICLE XIX

EVENTS OF DEFAULT; REMEDIES

19.1 Definition of "Event of Default." An "Event of Default" means the occurrence of any one or more of the following:

19.1.1 Monetary Default. If a Monetary Default occurs and continues for thirty (30) days after Notice from the County, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such payment.

19.1.2 Bankruptcy or Insolvency. If the Operator ceases to do business as a going concern, ceases to pay its debts as they become due or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any Bankruptcy Proceeding (except an involuntary Bankruptcy Proceeding dismissed within sixty (60) days after commencement), or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of the Operator's assets or the Operator's interest in this Agreement (unless such appointment, attachment, execution, or other seizure was involuntary and is contested with diligence and continuity and vacated and discharged within sixty (60) days).

19.1.3 Non-Monetary Default. If any Non-Monetary Default occurs and the Operator does not cure such Non-Monetary Default within sixty (60) days after Notice from the County describing the Default in reasonable detail.

19.2 Remedies. If an Event of Default occurs, then the County shall, at the County's option, have any or all of the following described remedies, all cumulative (so exercise of one remedy shall not preclude exercise of another remedy), in addition to such other remedies as may be available at Law or in equity or under any other terms of this Agreement. The County's remedies shall include:

19.2.1 Termination of the Operator's Rights. The County may terminate this Agreement by written Notice of termination of this Agreement to the Operator or by any other lawful means, in which case this Agreement and the Term shall terminate, such Termination Date shall be considered the Expiration Date of the Agreement, and the Operator shall immediately vacate the Sports Park. Additionally, the County may bring an action to recover any or all of the following from the Operator:

- (a) any unpaid County Revenues earned as of the Expiration Date; and
- (b) any other amount necessary to compensate the County for all detriment proximately caused by the Operator's failure to perform the Operator's obligations under this Agreement.

19.2.2 Suits Before Expiration Date. The County may sue the Operator for damages or to recover County Revenues, from time to time, at the County's election, without terminating this Agreement.

19.2.3 Receipt of Moneys. No receipt of money by the County from the Operator after the Expiration Date, or after the giving of any Notice of termination of this Agreement, shall reinstate, continue, or extend this Agreement or affect any Notice previously given to the Operator, or waive the County's right to enforce payment of any amount payable or later falling due, or the County's right to enter the Sports Park, except as this Agreement expressly states otherwise, it being agreed that after service of Notice of termination of this Agreement or the commencement of suit or proceedings, or after final order or judgment, the

County may demand, receive, and collect any moneys due or thereafter falling due, without in any manner affecting such Notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of use of the Sports Park or, at the County's election, on account of the Operator's liability to the County.

19.2.4 No Waiver. No failure by the County to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy upon a Default, and no acceptance of full or partial County Revenues during continuance of any such Default, shall waive any such Default or such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement to be performed or complied with by the Operator, and no Default, shall be Modified, except by a written instrument executed by the County. No waiver of any Default shall Modify this Agreement. Each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent Default of such covenant, agreement, term or condition of this Agreement.

19.2.5 Injunction of Breaches. Whether or not an Event of Default has occurred, the County may obtain a court order enjoining the Operator from continuing any Default or from committing any threatened Default. The Operator specifically and expressly acknowledges that damages would not constitute an adequate remedy to the County for any Non-Monetary Default.

19.2.6 Continue Agreement. The County may, at the County's sole option, allow the Operator to continue operating the Sports Park after an Event of Default. In that case, this Agreement shall continue and the County may continue to enforce it, including the right to collect County Revenues when due and exercise any remedies for nonpayment.

19.2.7 Restoration Funds. Upon any termination of this Agreement, to the extent that the County then holds any Restoration Funds, they shall be the sole property of the County and may be applied solely as the County directs.

19.3 Accord and Satisfaction: Partial Payments. No payment by the Operator or receipt by the County of a lesser amount than the amount owed under this Agreement shall be deemed to be other than a part payment on account by the Operator. Any endorsement or statement on any check or letter accompanying any check or payment of County Revenues or any other amount shall not be deemed an accord or satisfaction. The County may accept any such check or payment without prejudice to the County's right to recover the balance of such County Revenues or other payment or pursue any other remedy.

19.4 Survival. No expiration or termination of this Agreement and no entry into or onto the Sports Park by the County after such expiration or termination shall relieve the Operator of its liabilities and obligations under this Agreement, all of which shall survive such expiration, termination or entry.

ARTICLE XX

DISPUTE RESOLUTION

20.1 Mediation. As a condition precedent to filing any action in law or equity on any claim against the County that may be arise out of this Agreement or the subject thereof, the Operator agrees to provide advance notice to the County of its intent to file a lawsuit or other action against the County. Each of the other parties further agrees to submit the dispute in good faith to non-binding mediation before a single mediator, pending completion of which any lawsuit or other action that may have been filed by or on behalf of, either Party shall be tolled. The costs for such mediation shall be equally split between the Parties.

(a) Venue for Mediation. The mediation shall be conducted within Milwaukee County at a venue agreed to by both parties.

(b) Selection of Mediator. The mediator shall be selected from the official list of certified mediators and shall possess a minimum of ten (10) years experience in handling commercial transactions and litigation.

(c) Rules and Administration. Unless otherwise contrary to this Agreement, to any subsequent written expression of mutual intent executed by the parties, or to any provision of the law, the mediation shall be administered by the rules of the American Arbitration Association.

ARTICLE XXI

END OF TERM; OPERATOR CONDITIONS

21.1 Upon any Expiration or Termination Date: (a) the Operator shall vacate the Sports Park (including removal of all of the Operator's personnel and property), in the condition this Agreement requires, subject to any Loss that this Agreement does not require the Operator to Restore; (b) the Operator shall deliver title to the Sports Park including all permanent alternations, modifications, additions and improvements to the Property necessary and appropriate for the continued operation of the Property, free and clear of all claims, except claims that the County or any of its agents caused; (c) the Operator shall remit to the County all remaining amounts in the Endowment Fund; (d) the Operator shall assign to the County, without recourse, and give the County copies or originals of, all assignable licenses, permits, contracts, warranties, and guarantees then in effect for the Sports Park; (e) the Parties shall cooperate to achieve an orderly transition of operation of the Sports Park from the Operator to the County or a designee of the County, without interruption, including delivery of such books and records (or copies thereof) as the County reasonably requires; and (f) the Parties shall adjust for all other expenses and income of the Sports Park and any prepaid County Revenues and shall make such payments as shall be appropriate on account of such adjustment (but any sums otherwise payable to the Operator shall first be applied to cure any Default). Notwithstanding anything to the contrary in this Section, the Operator may remove from the Sports Park any Operator FF&E, but the Operator must do so, if at all, before the Expiration Date. The Operator shall repair any material damage from any such removal of Operator FF&E. Should the Operator fail to make such repairs, the County reserves the right to perform the work involved and to seek compensation as otherwise provided herein. Any Operator FF&E not removed before the Expiration Date or Termination Date shall be deemed the sole and exclusive property of the County. This Agreement does not, and shall not be deemed or construed to, confer upon or grant

to any third Person (excepting permitted successors or assigns of the Operator or the County pursuant to the terms of this Agreement) any right to claim damages or to bring any suit, action or other proceeding against either the County or the Operator because of any breach of this Agreement or to enforce any term, covenant, condition, restriction, reservation, provision or agreement contained in this Agreement.

21.2 Operator Conditions. This Agreement is conditioned on the obtainment of all Approvals required to operate the Sports Park, Concession Facility and all related activities described in this Agreement within a reasonable time after the final approval of the County as set forth in Section 22.18. County agrees to use reasonable efforts to assist Operator in obtaining all such Approvals.

ARTICLE XXII

MISCELLANEOUS

22.1 Further Assurances. Each Party shall execute and deliver such further documents, and perform such further acts, as may be reasonably necessary to achieve the Parties' intent in entering into this Agreement.

22.2 No Waiver by Silence. Failure of either Party to complain of any act or omission on the part of the other Party shall not be deemed a waiver by the noncomplaining Party of any of its rights under this Agreement. No waiver by either Party at any time, express or implied, of any breach of this Agreement shall waive the same such breach at another time or any other breach.

22.3 Performance Under Protest. If a dispute arises about performance of any obligation under this Agreement, the Party against which such obligation is asserted shall have the right to perform such obligation under protest, which shall not be regarded as voluntary performance. A Party that has performed under protest may institute appropriate proceedings to determine the Parties' rights and obligations regarding such performance and, if appropriate, to recover any amount paid or the reasonable cost of otherwise complying with any such obligation, with Default Interest.

22.4 Survival. All rights and obligations that by their nature are to be performed after any termination of this Agreement shall survive any such termination.

22.5 Unavoidable Delay. Each Party's obligation to perform or observe any nonmonetary obligation under this Agreement shall be suspended during such time as such performance or observance is prevented or delayed by Unavoidable Delay.

22.6 Recitals. The recitals are incorporated herein as true and correct and made part of this Agreement.

22.7 Captions. The captions of this Agreement are for convenience and reference only and in no way affect this Agreement.

22.8 Counterparts. This Agreement may be executed in counterpart originals, each of which shall constitute an original of this Agreement and that, collectively, shall constitute one and the same agreement.

22.9 Delivery of Drafts. Neither Party shall be bound by this Agreement unless and until the authorized representative(s) and such Party has/have executed, at least, one counterpart original of this Agreement and delivered such executed counterpart original to the other Party. The submission of draft(s) or comment(s) on drafts shall not bind either Party in any way. Such draft(s) and comment(s) shall not be considered in interpreting this Agreement. Submission of this Agreement document for examination or signature by the Parties does not constitute an option or offer regarding the Property on the terms in this document or a reservation of the Property in favor of the Operator. This document shall not be binding on either Party, unless and until all of the conditions of this Section are satisfied.

22.10 Entire Agreement. This Agreement contains all of the terms, covenants, conditions and agreements between the Parties regarding the Sports Park. The Parties have no other understandings or agreements, oral or written, about the Sports Park.

22.11 Modification. Any modification to this Agreement must be evidenced by a writing agreed upon and executed by both the County and the Operator to be binding on either Party.

22.12 Governing Law and Venue. This Agreement, its interpretation and performance, the relationship between the Parties, and any disputes arising from or relating to any of the foregoing, shall be governed, construed, interpreted, and regulated under the laws of the State of Wisconsin, without regard to principles of conflicts of laws.

22.13 Partial Invalidity/Severability. If any term or provision of this Agreement or its application to any Person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to Persons or circumstances, except those as to which it is invalid or unenforceable, shall not be affected by such invalidity. All remaining provisions of this Agreement shall be valid and be enforced to the fullest extent Law allows.

22.14 Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting, and revision of this Agreement, with advice from counsel and other advisers of their own selection. A term defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which also govern all other language in this Agreement. The words "include" and "including" shall be construed to be followed by the words: "without limitation."

22.15 Reasonableness. Wherever this Agreement states that a Party's approval shall be "reasonable" or not unreasonably withheld: (a) such approval shall not be unreasonably delayed or conditioned; (b) no withholding of approval shall be deemed reasonable, unless withheld by Notice specifying reasonable grounds, in reasonable detail, for such withholding, and indicating

specific reasonable changes in the proposal under consideration that would make it acceptable; and (c) if a Party grants its consent to any matter, this shall not waive its rights to require such consent for any further or similar matter.

22.16 Time of Essence. Time is of the essence with respect to the performance of each term, provision, covenant or agreement contained in this Agreement.

22.17 Independent Contractor/Disclaimer of Partnership. The relationship of the Parties to this Agreement is that of the owner and third-party contractor, and it is expressly understood and agreed that the County does not, as a result of this Agreement, in any way, nor for any purpose, become a partner of or a joint venturer with the Operator in the conduct of the Operator's business or otherwise. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and the Operator.

22.18 Condition: Final Approval. This Agreement is expressly conditioned upon and subject to the approval of the Milwaukee County Board of Supervisors and shall not be or become effective or binding on either the County or the Operator, unless and until formally approved by the Milwaukee County Board of Supervisors and fully executed by the authorized representative(s) of each Party.

22.19 No Third Party Beneficiaries. This Agreement shall bind and benefit the County and the Operator and their successors and assigns. Nothing in this Agreement is intended to confer on any Person (except the County and the Operator or the Operator's approved successor or assign) any right to insist upon, or to enforce against the County or the Operator, the performance or observance by either Party of its rights or obligations under this Agreement.

22.20 Notices. All Notices shall be in writing and addressed to the County or the Operator (and their designated copy recipients) as set forth in Exhibit "B". Notices (including any required copies) shall be delivered personally or by Federal Express, United Parcel Service or other nationally recognized overnight (one-night) courier service to the addresses set forth in Exhibit "B", in which case they shall be deemed delivered on the date of delivery (or when delivery has been attempted twice, as evidenced by the written report of the courier service) to such address(es). Either Party may change its address for delivery of Notices by written Notice in compliance with this Agreement. Notice of such a change shall be effective only upon receipt. Any Party giving a Notice may request the recipient to acknowledge receipt of such Notice. The recipient shall promptly comply with any such request, but failure to do so shall not limit the effectiveness of any Notice. Any attorney may give any Notice on behalf of their client.

22.21 Nor Brokers. Each Party: (a) represents and warrants that it did not engage or deal with any broker or finder in connection with this Agreement and no Person is entitled to any commission or finder's fee on account of any agreement or arrangement made by such Party; and (b) shall indemnify the other Party against any breach of such representation.

22.22 Attachments. The following attachments are intended to be incorporated into and made part of this Agreement:

Exhibit "A" = Property Legal Description

Exhibit "B" = Notice Addresses
Exhibit "C" = Milwaukee County Due Diligence Requirements
Exhibit "D" = Sports Park Pro Forma

**SIGNATURE PAGE
TO
SPORTS PARK MAINTENANCE AND OPERATIONS SERVICES AGREEMENT**

IN WITNESS WHEREOF, the County and the Operator have executed this Agreement as of the Effective Date.

COUNTY: DEPARTMENT OF PARKS,
RECREATION AND CULTURE

OPERATOR:

By: _____

By: _____

Name Printed: _____

Name Printed: _____

Title: _____

Title: _____

Approved as to form: _____
Corporation Counsel

Reviewed by: _____
Risk Management

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

EXHIBIT "B"

NOTICE ADDRESSES

Party:	Notice Address:	With a copy to:
County	Department of Parks, Recreation and Culture Attn: Sue Black 9480 Watertown Plank Road Wauwatosa, WI 53226	
Operator	The Rock Sports Complex, LLC Attn: Mike Zimmerman 4600 W. Loomis Road, Suite 310 Milwaukee, Wisconsin 53220	

EXHIBIT "C"

MILWAUKEE COUNTY DUE DILIGENCE REQUIREMENTS

Procedure REVISION DATE CHAPTER TITLE CHAPTER NO. ADMINISTRATIVE
MANUAL Financial & Management 7 MILWAUKEE COUNTY Accounting

ORIG ISSUE DATE SECTION TITLE SECTION NO. 09-28-O 1

Due Diligence 7.92

CHECKLIST. Prior to recommending any venture for consideration, responsible County agencies shall ensure that any of the following applicable factors have been identified:

- Letter of Full Disclosure and Cooperation
- Cash flow projections for the venture.
- Operating budget impact.
- Debt management responsibilities, schedules and procedures.
- Legal liability for all priorities.
- Financial reporting systems and controls.
- Right-to-audit provisions.
- Project feasibility studies and market analysis.
- Key factors for success/failure of the venture.
- Governance structure and procedures.
- Public policy impacts (e. g. Affirmative Action, Disadvantaged Business).
- Employee/labor relations impacts (including benefits).
- Environmental concerns.
- Tax consequences.
- Capital management (e. g. maintenance).
- Conflicts of interest/ethics.
- Performance measurements.
- Organization Chart and Mission Statement
- Name of Lending institution or Bank to determine single or combined reporting

Each relevant item noted above should be included in the description of the proposal, which is subtitled for approval by the County Executive and County Board.

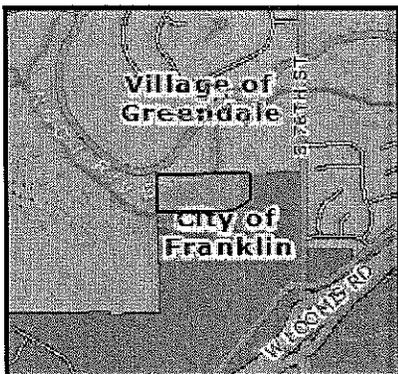
EXHIBIT "D"

SPORTS PARK PRO FORMA

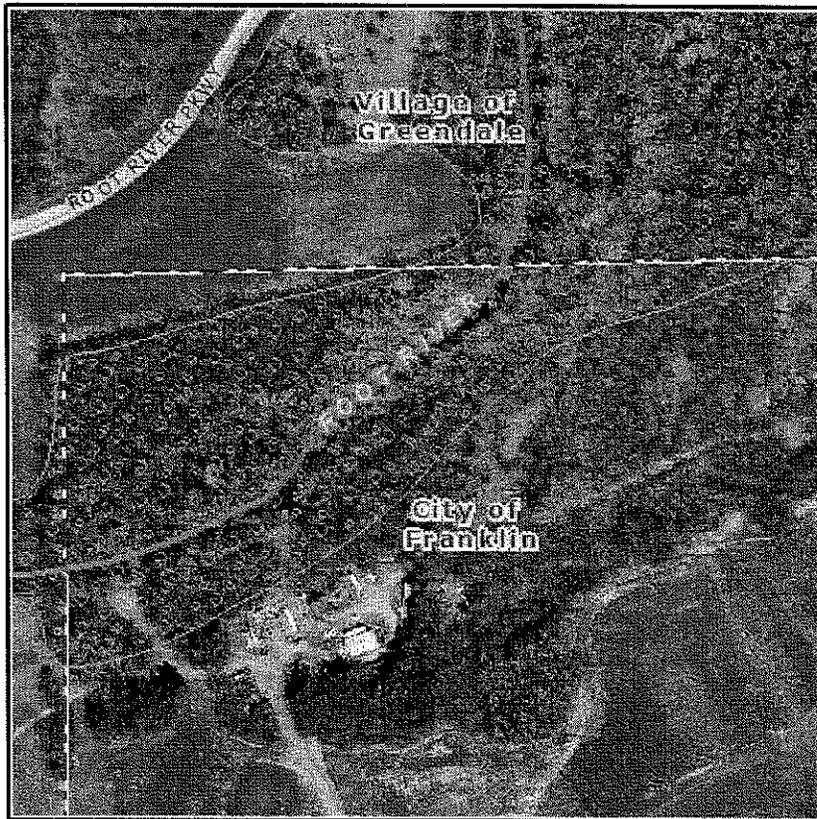
Milwaukee County Land Information Parcel Report

TAXKEY: 7088996000

Report generated 7/12/2012 5:17:28 AM



Parcel location within Milwaukee County



Selected parcel highlighted

Parcel Information

TAXKEY: 7088996000

Record Date: 12/31/2010

Owner(s): MILWAUKEE COUNTY

Address: ROOT RIVER PKWY

Municipality: Franklin

Acres: 0.00

Assessed Value:

Parcel Description: COUNTY

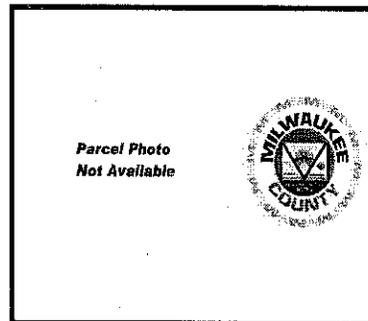
Zoning Description:

Legal Description: COM ON S LI 948.50 FT W OF SE COR OF NE 4 5 21 TH N 60D 4M E 261.64 FT N 3D 51M 30S E 378 FT N 87D 16M W 1253.97 FT TH S 4D 3M 8S W 519.29 FT TH E TO BEG

Franklin

AUG 1, 2012

City Development



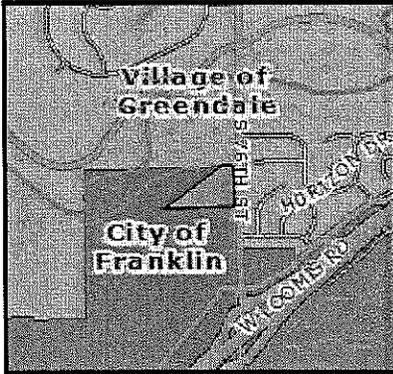
Parcel photo

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

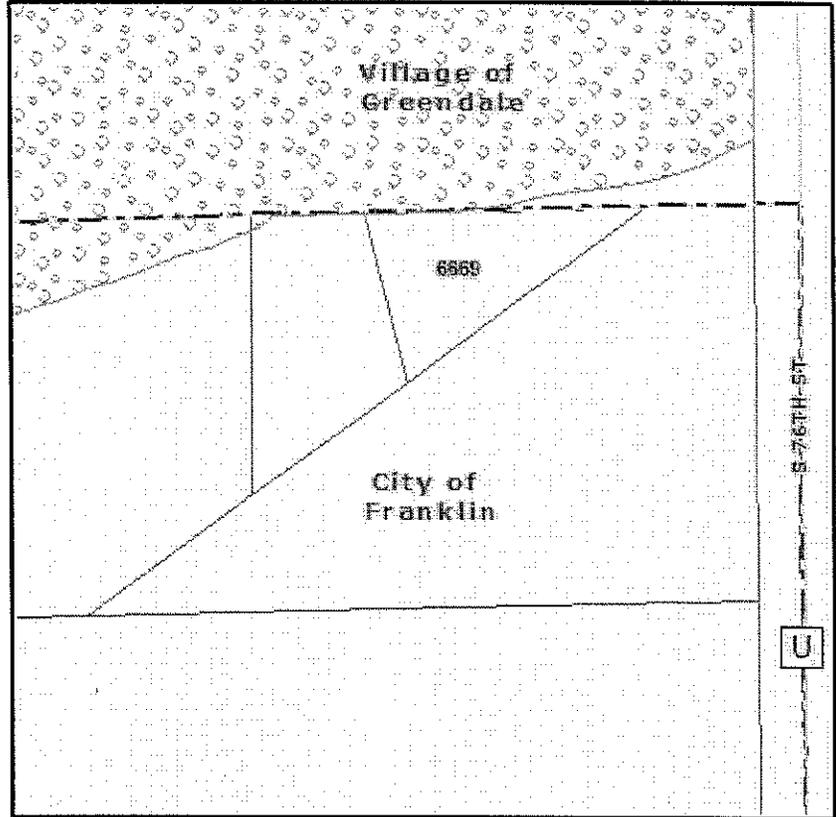
Milwaukee County Land Information Parcel Report

TAXKEY: 7088999000

Report generated 7/12/2012 5:20:28 AM



Parcel location within Milwaukee County



Selected parcel highlighted

Parcel Information

TAXKEY: 7088999000

Record Date: 12/31/2010

Owner(s): MILWAUKEE COUNTY

Address: S 76TH ST

Municipality: Franklin

Acres: 0.00

Assessed Value:

Parcel Description: COUNTY

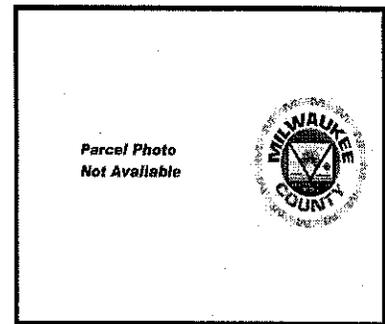
Zoning Description:

Legal Description: COM SE COR OF NE 4 5 21 TH N 519.25 FT W 204 FT SWLY TO A PT IN S LI OF SD QUAR SEC WH PT IS 948.50 FT W OF SE COR TH E ALG SD S LI TO BEG EXC E 60 FT FOR ST CONT 6.709 ACS

Franklin

AUG 1, 2012

City Development



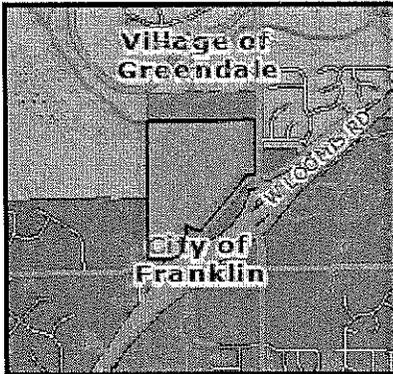
Parcel photo

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

Milwaukee County Land Information Parcel Report

TAXKEY: 7448980001

Report generated 7/12/2012 5:12:43 AM



Parcel location within Milwaukee County



Selected parcel highlighted

Parcel Information

TAXKEY: 7448980001

Record Date: 12/31/2010

Owner(s): MILWAUKEE COUNTY

Address: W OLD LOOMIS RD

Municipality: Franklin

Acres: 0.00

Assessed Value:

Parcel Description: COUNTY

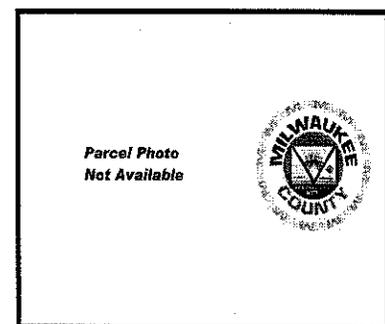
Zoning Description:

Legal Description: SE 4 5 21 N OF NWLY LI OF LOOMIS RD EXC W HALF OF W HALF OF SD QUAR & EXC COM CL OLD LOOMIS RD 406.47 FT NE OF S LI OF SD QUAR TH NLY 244.20 FT NLY 174.78 FT N 52.21 FT SE 311.87 FT TH SWLY ALG CL OF SD RD TO BEG & EXC E 60 FT FOR RD CONT 81.478 ACS

Franklin

AUG 1, 2012

City Development

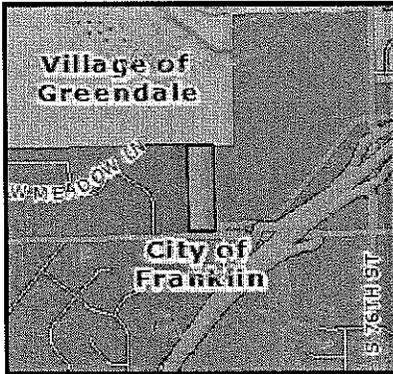


Parcel photo

Milwaukee County Land Information Parcel Report

TAXKEY: 7448985002

Report generated 7/12/2012 5:10:10 AM



Parcel location within Milwaukee County



Selected parcel highlighted

Parcel Information

TAXKEY: 7448985002

Record Date: 12/31/2010

Owner(s): MILWAUKEE COUNTY

Address: 8230 W RAWSON AVE

Municipality: Franklin

Acres: 0.00

Assessed Value:

Parcel Description: COUNTY

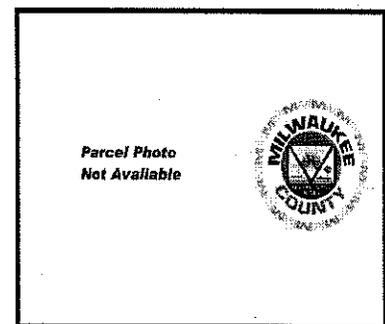
Zoning Description:

Legal Description: CERTIFIED SURVEY MAP NO 3931 SE 4 5 21 OUTLOT 1 EXC PART CONVEYED FOR HIGHWAY

Franklin

AUG 1, 2012

City Development

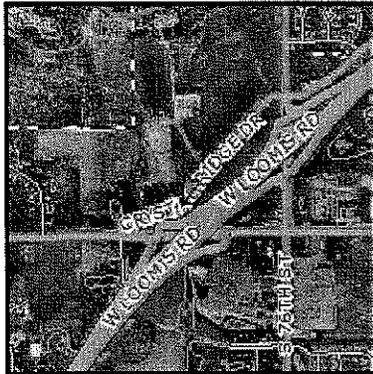


Parcel photo

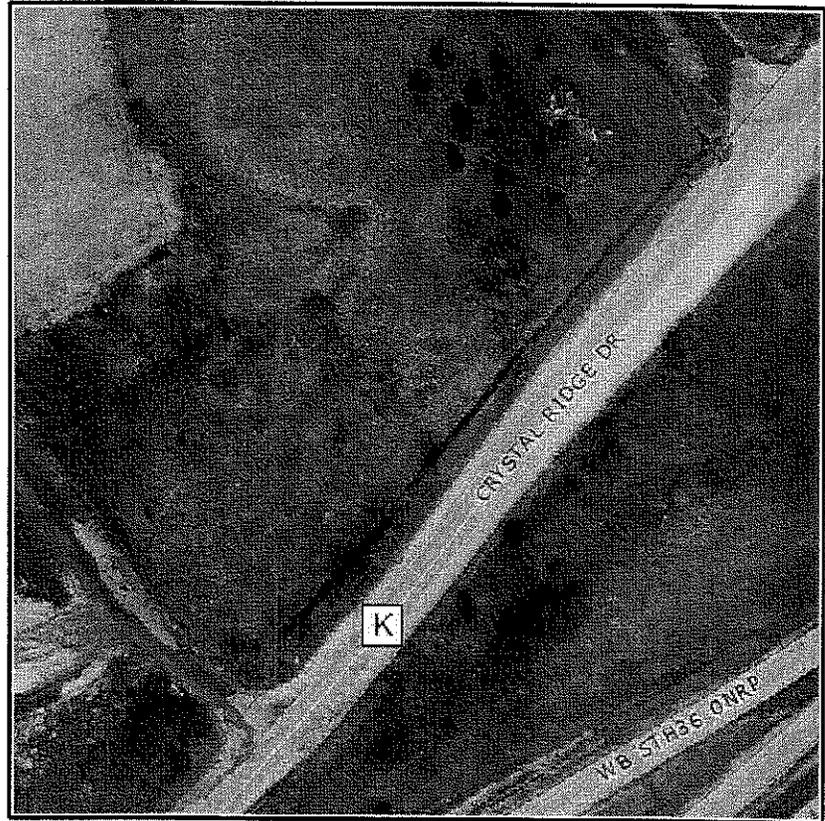
Milwaukee County Land Information Parcel Report

TAXKEY: 7448988000

Report generated 7/12/2012 5:14:02 AM



Parcel location within Milwaukee County



Selected parcel highlighted

Parcel Information

TAXKEY: 7448988000

Record Date: 12/31/2010

Owner(s): MILWAUKEE COUNTY

Address: W OLD LOOMIS RD

Municipality: Franklin

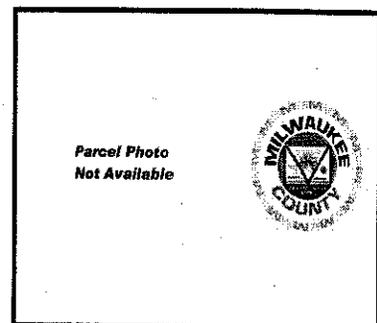
Acres: 0.00

Assessed Value:

Parcel Description: COUNTY

Zoning Description:

Legal Description: COM CEN LI OLD LOOMIS RD 406.47 FT NE OF S LI OF SE 4 5 21 TH NLY 244.20 FT NLY 174.78 FT SE 109.36 FT SE 43.87 FT SE 21.11 FT SE 28.09 FT SE 62.90 FT TH SW ALG CEN LOOMIS RD TO BEG CONT 1.126 ACS



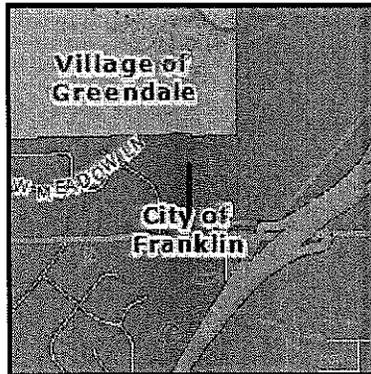
Parcel photo

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

Milwaukee County Land Information Parcel Report

TAXKEY: 7450029000

Report generated 7/12/2012 5:04:48 AM



Parcel location within Milwaukee County



Selected parcel highlighted

Parcel Information

TAXKEY: 7450029000

Record Date: 12/31/2010

Owner(s): MILWAUKEE COUNTY

Address: W RAWSON AVE

Municipality: Franklin

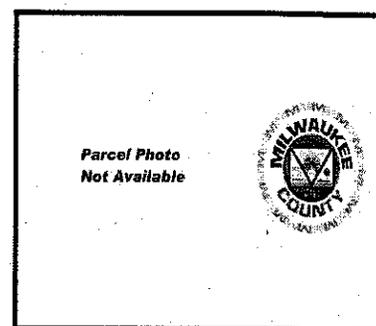
Acres: 0.00

Assessed Value:

Parcel Description: COUNTY

Zoning Description:

Legal Description: WHITNALL VIEW ADDN NO 1 BLK 1 OUTLOT 1



Parcel photo

Milwaukee County Land Information Parcel Report

TAXKEY: 7458998000

Report generated 7/12/2012 4:58:03 AM



Parcel location within Milwaukee County



Selected parcel highlighted

Parcel Information

TAXKEY: 7458998000

Record Date: 12/31/2010

Owner(s): MILWAUKEE COUNTY

Address: W RAWSON AVE

Municipality: Franklin

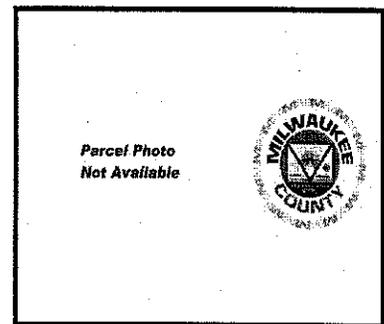
Acres: 0.00

Assessed Value:

Parcel Description: COUNTY

Zoning Description:

Legal Description: N 400 FT OF E 544.50 FT OF S HALF OF SW 4 5 21 CONT 5 ACS

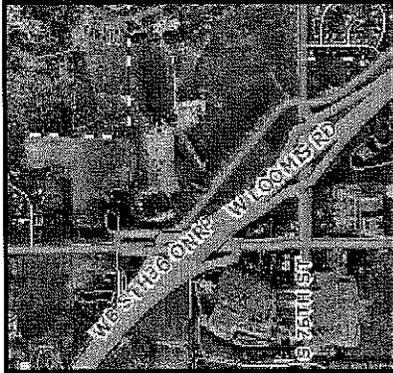


Parcel photo

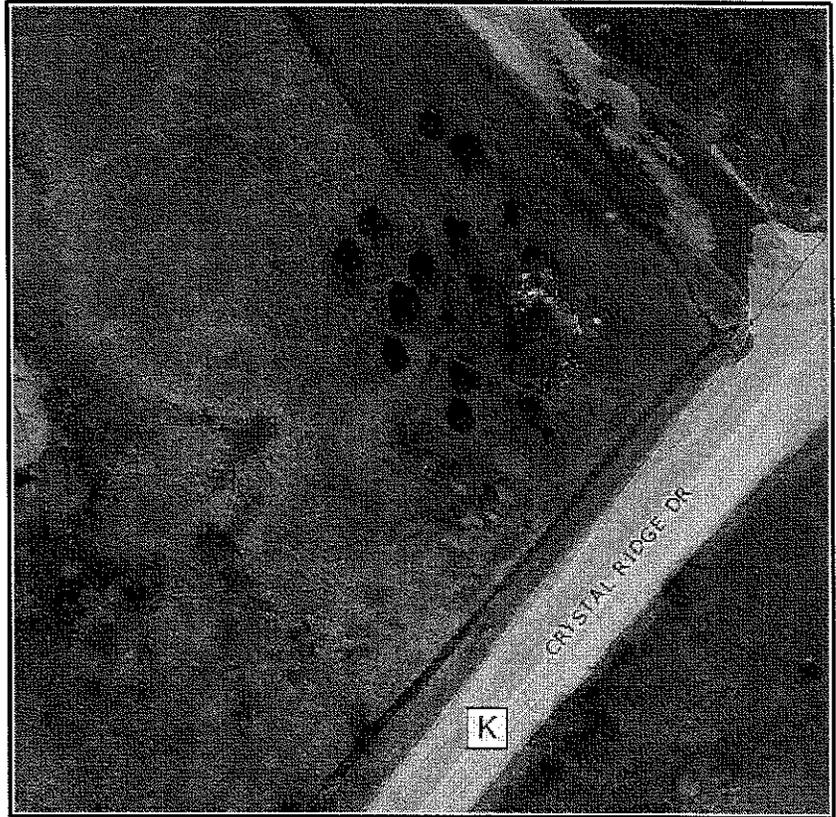
Milwaukee County Land Information Parcel Report

TAXKEY: 7448989000

Report generated 7/12/2012 5:15:20 AM



Parcel location within Milwaukee County



Selected parcel highlighted

Parcel Information

TAXKEY: 7448989000

Record Date: 12/31/2010

Owner(s): MILWAUKEE COUNTY

Address: W OLD LOOMIS RD

Municipality: Franklin

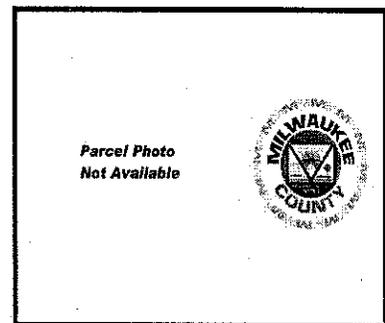
Acres: 0.00

Assessed Value:

Parcel Description: COUNTY

Zoning Description:

Legal Description: COM 1915.13 FT S OF NE COR OF W HALF SE 4 5 21 TH SELY TO CEN LI OF OLD LOOMIS RD NE ALG CEN LI OF SD RD 104 FT NW 311.87 FT TH S 52.21 FT TO BEG CONT. 0.482 ACS

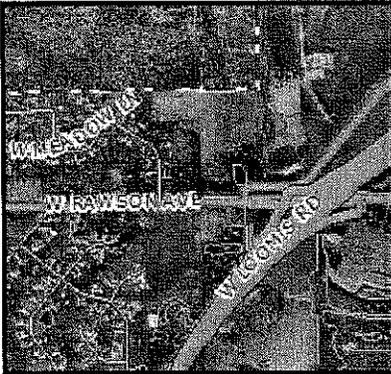


Parcel photo

Milwaukee County Land Information Parcel Report

TAXKEY: 7458999004

Report generated 7/12/2012 5:08:51 AM



Parcel location within Milwaukee County



Selected parcel highlighted

Parcel Information

TAXKEY: 7458999004

Record Date: 12/31/2010

Owner(s): MILWAUKEE COUNTY

Address: W RAWSON AVE

Municipality: Franklin

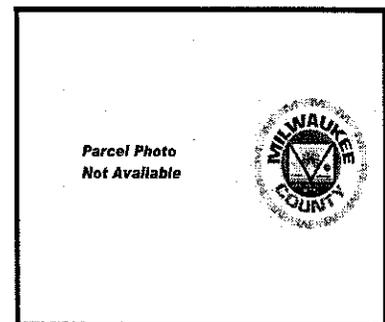
Acres: 0.00

Assessed Value:

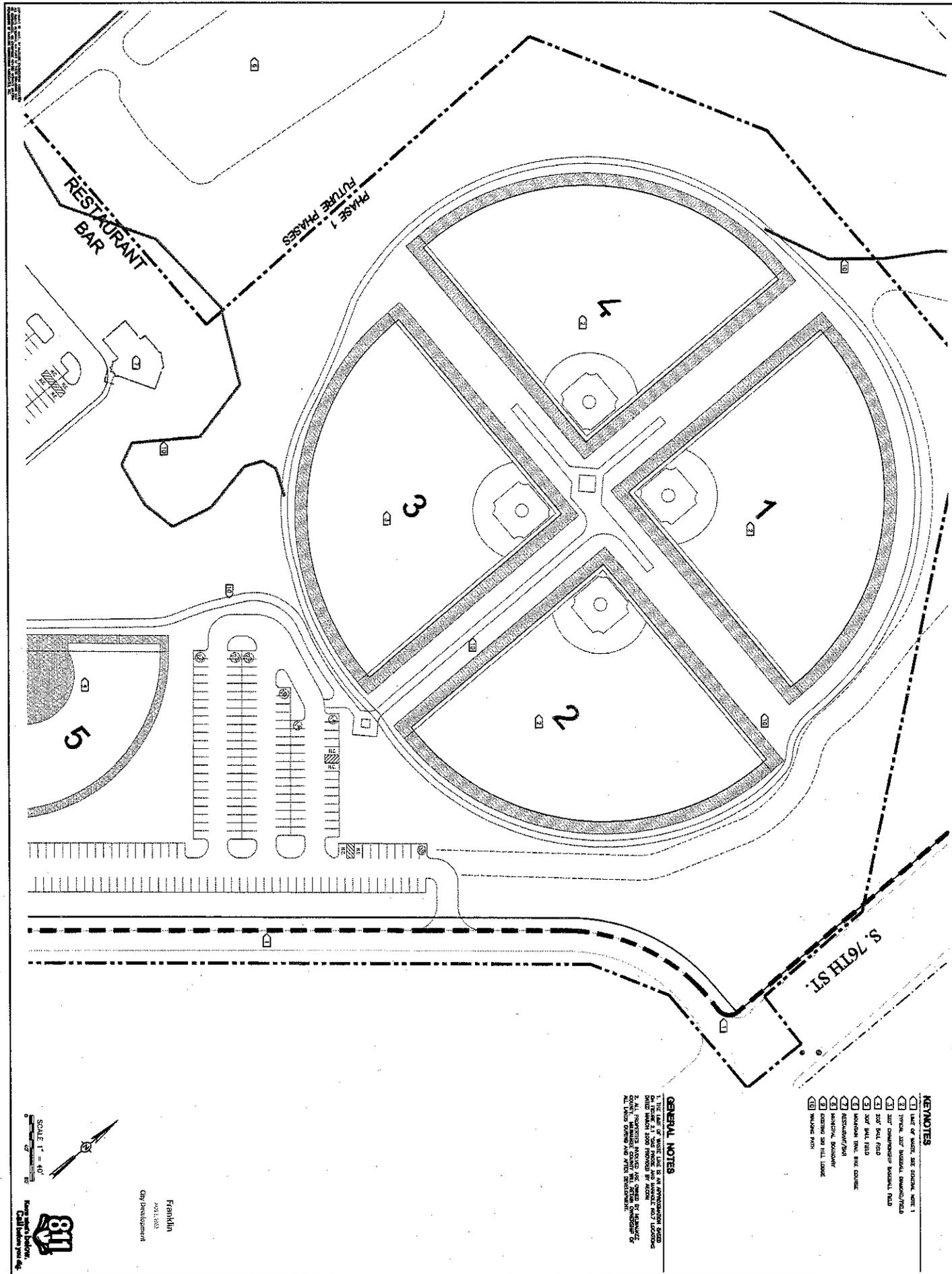
Parcel Description: COUNTY

Zoning Description:

Legal Description: CERTIFIED SURVEY MAP NO 3107 SW 4 5 21 OUTLOT 1 EXC PART CONVEYED FOR HIGHWAY



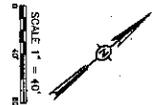
Parcel photo



- REVISIONS**
- | NO. | ITEM | DATE |
|-----|------|------|
| | | |
| | | |
| | | |

GENERAL NOTES

1. THE USER OF THIS PLAN IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.



Franklin
 2001 S.W. 20th St.
 City Development

818
 King of the Hill Building
 Call before you dig

REVISIONS

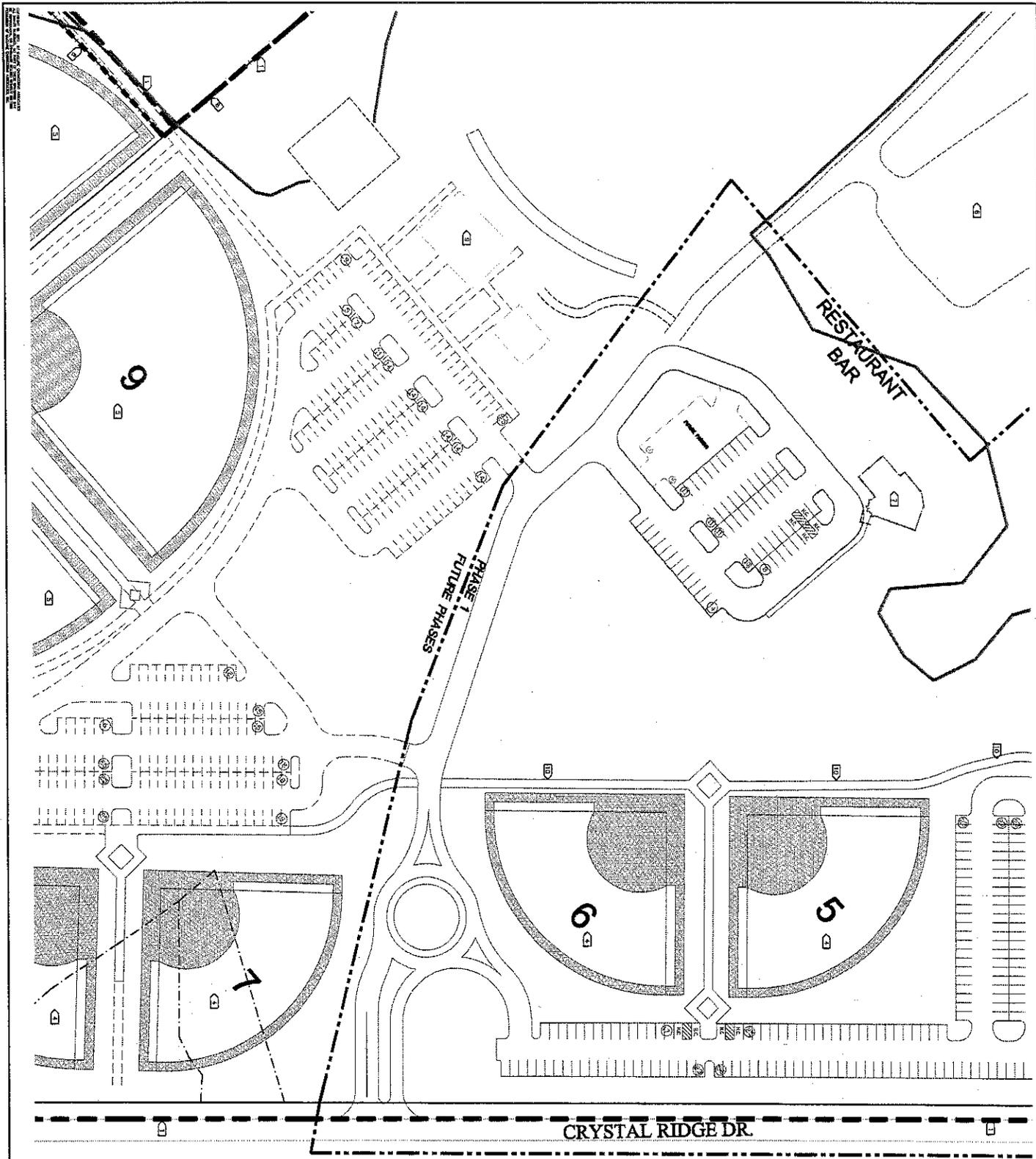
NO.	ITEM	DATE

PLOTTING SCALE: 1" = 40'
 DESIGNED BY: BPP
 DRAWN BY: BPP
 CHECKED BY: BPP
 DATE: JULY 22, 2015

McClure
 Engineering Associates, Inc.
 8417 North 118th Court
 Edina, Minnesota 55425
 (612) 818-8880 FAX: (612) 818-8885

SITE PLAN - NORTHEAST
ROCK SPORTS COMPLEX

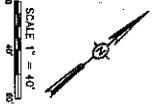
FILE NAME: T:\LAND PROJECTS\ROCK\DWG\NORTH.ROCK.DWG JOB NUMBER: 06-15-12-005



- KEYNOTES**
- 1) LIFT OR VENT, SEE DETAIL, NOTE 1
 - 2) TYPICAL 300" DIAMETER DRAINAGE/PIED
 - 3) 300" DIAMETER RAINFALL FIELD
 - 4) 300" DIAM. FIELD
 - 5) 300" DIAM. FIELD
 - 6) 300" DIAM. FIELD
 - 7) 300" DIAM. FIELD
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GENERAL NOTES

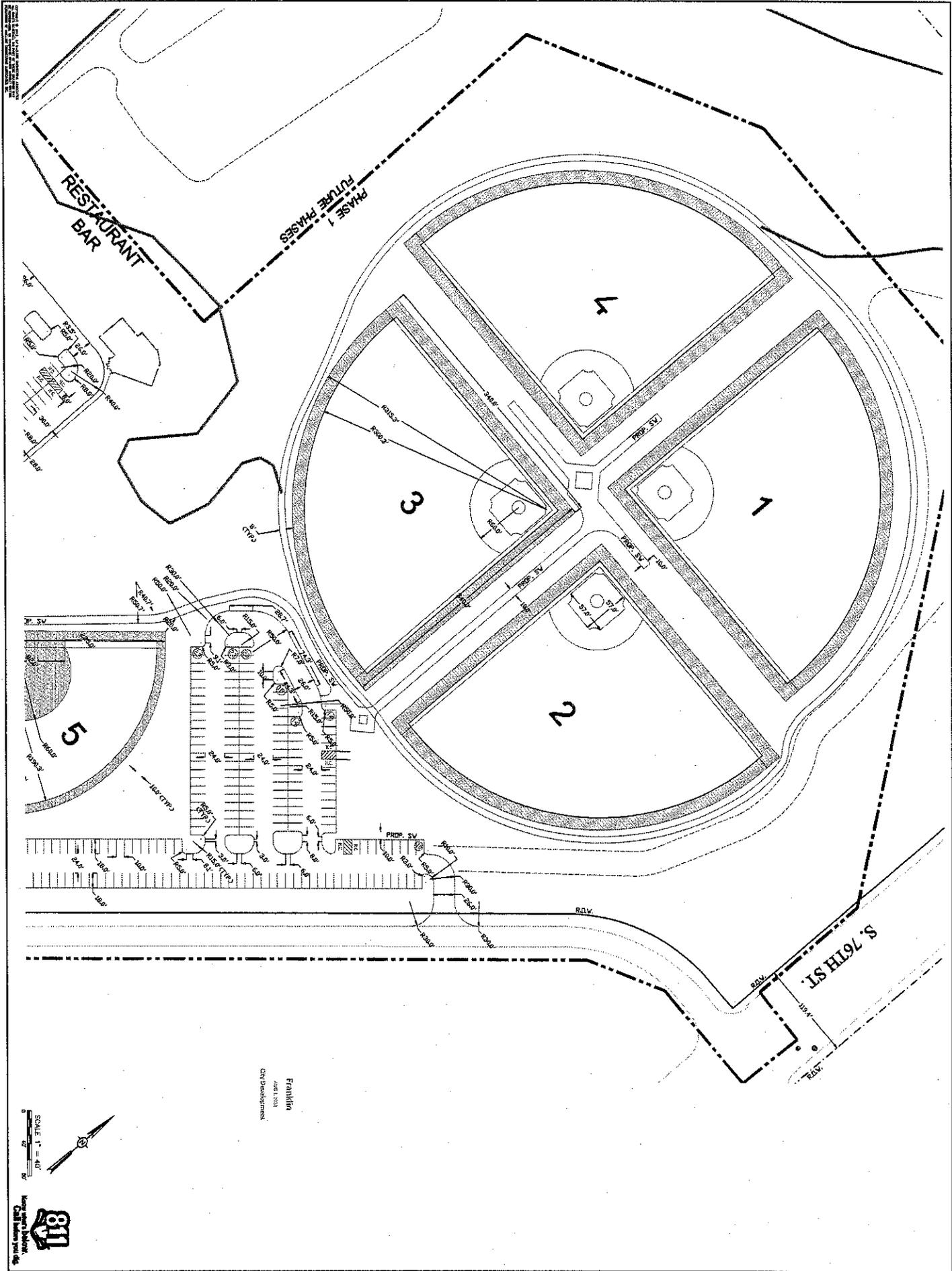
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2. ALL PROVISIONS PROVIDED ARE SUBJECT TO CHANGE WITHOUT NOTICE.
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50. ALL PROVISIONS PROVIDED ARE SUBJECT TO CHANGE WITHOUT NOTICE.



Franklin
Civil Engineering



SHEET NO. C102	REVISIONS		PLOTING SCALE: 1" = 40'	DESIGNED BY: MPH	DRAWN BY: MPH	CHECKED BY: MPH	DATE: JULY 19, 2013	 2457 North 118th Court Minneapolis, Minnesota 55425 PHONE: (612) 816-4882 FAX: (612) 816-4882	SITE PLAN - EAST ROCK SPORTS COMPLEX 4200 LOCKER ROAD ROCK SPOTS #1-20 MILWAUKEE, WI 53209 FILE NAME: RVLAND PROJECT\ESK\DWG\CRYSTAL RIDGE E.DWG JOB NUMBER: 08-15-12-028
	NO.	ITEM								DATE



Franklin
702.3.3038
CNS Development



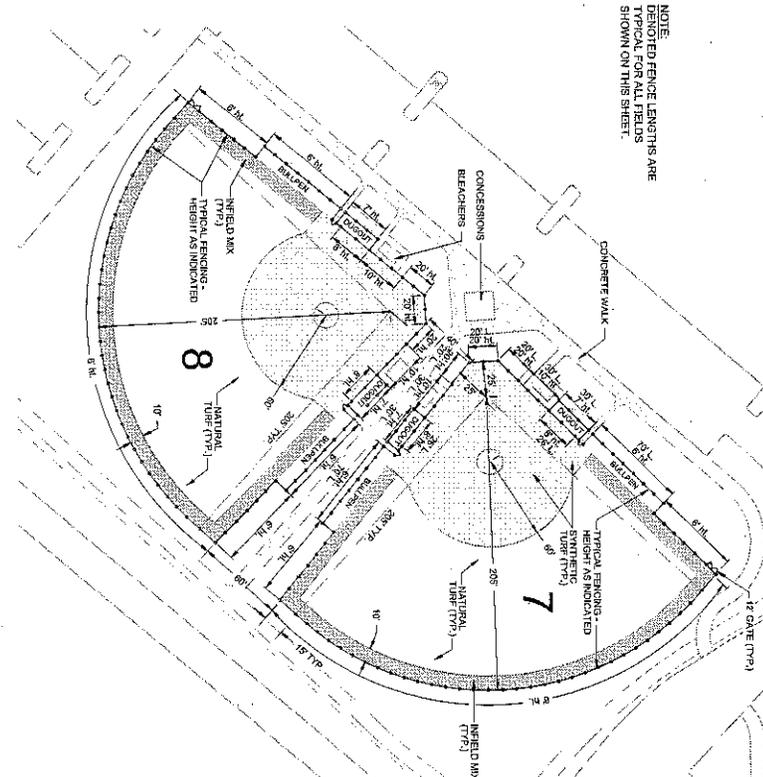
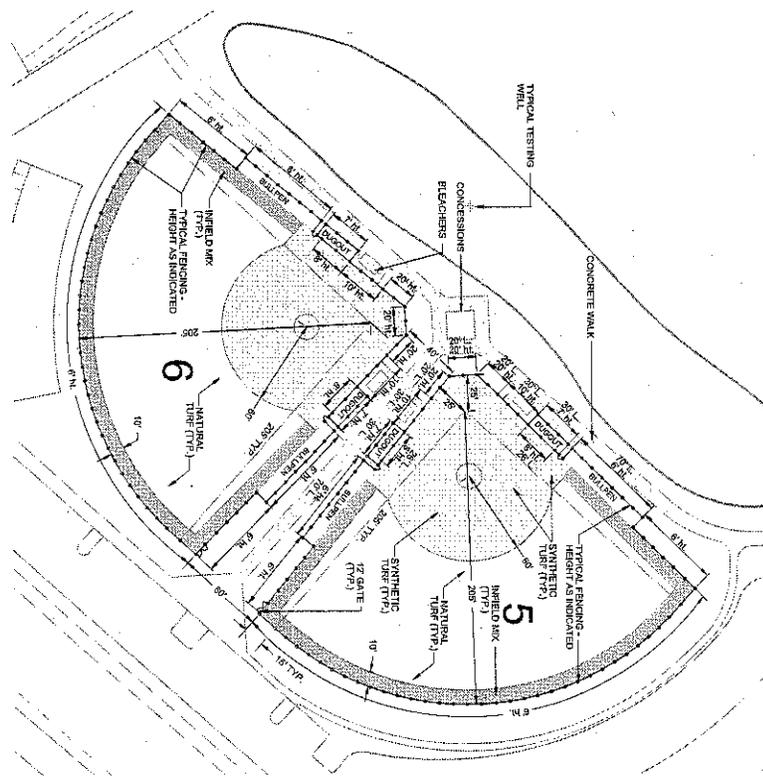
811
Call before you dig
Keep your home safe

REVISIONS		
NO.	ITEM	DATE

DESIGNED BY: **SPM**
 DRAWN BY: **SPM**
 CHECKED BY: **SPM**
 DATE: **JULY 16, 2013**

McClure
 Engineering Associates, Inc.
 8417 North 118th Court
 Milwaukee, Wisconsin 53226
 TEL: (414) 818-4000 FAX: (414) 818-4009

DIMENSION PLAN - NORTHEAST
ROCK SPORTS COMPLEX
 4800 LORRAINE ROAD
 480-880-0100
 480-880-0100
 FILE NAME: 13-1404-01-01-DIMENSIONAL WORK PLAN JOB NUMBER: 08-15-12-039



NOTE:
DENOTED FENCE LENGTHS ARE
TYPICAL FOR ALL FIELDS
SHOWN ON THIS SHEET.



2
2 OF 10



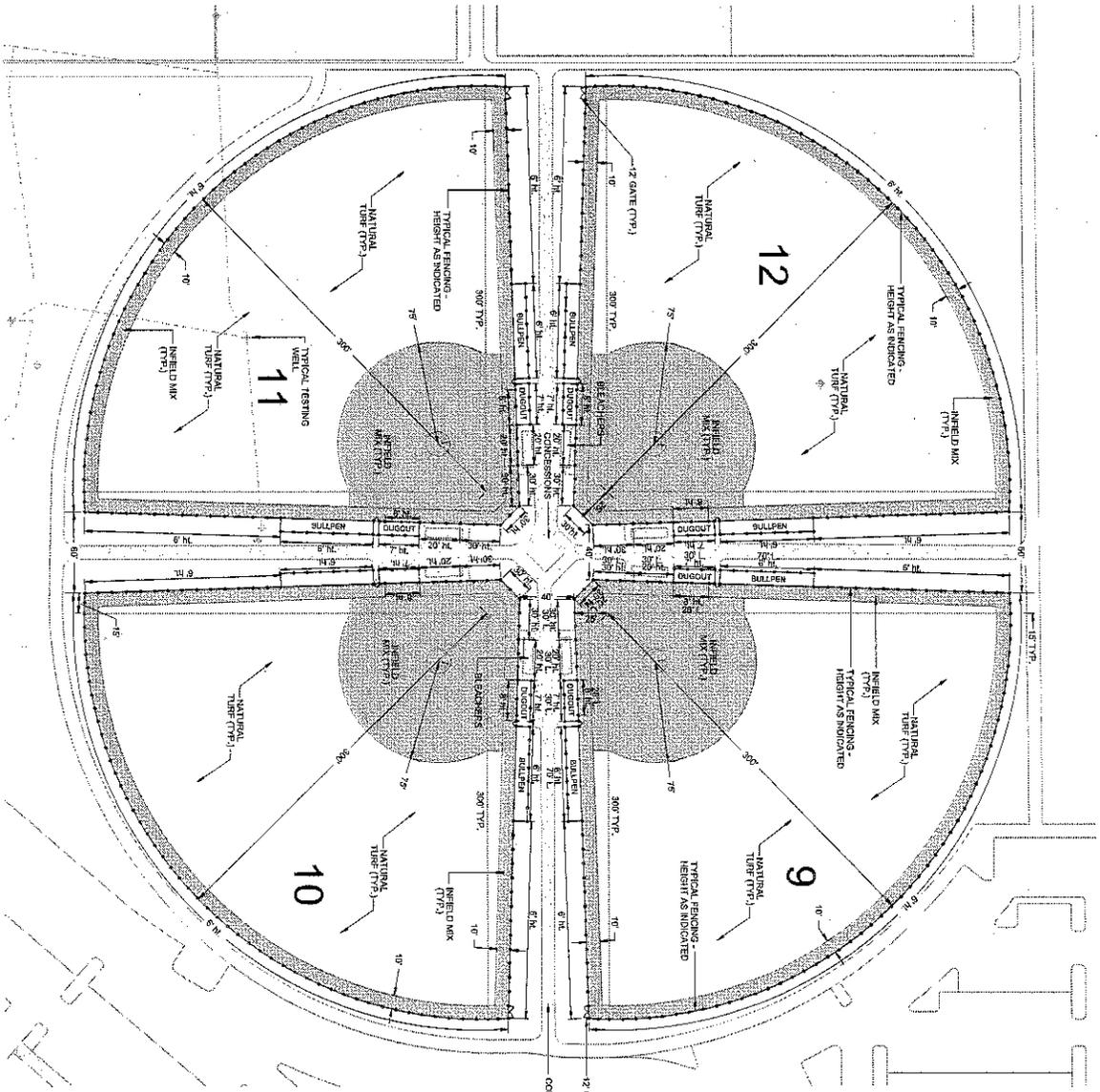
**CRYSTAL RIDGE
SPORTS COMPLEX**
LOCATED IN: FRANKLIN, WISCONSIN

DATE: July 29, 2012
REVISED:

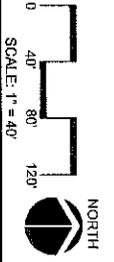
**FIELD AND
FENCING LAYOUT
PLAN**

**Turf Solutions
group**
Bill Phillips
Senior Lead Designer / Landscape
Architect & Planner
877-506-1853 Toll Free
800-726-5588 Private Office
402-943-9923 Cell
408-730-1300 Fax
tsg@turf-solutions.com
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projects including:
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Pulley Course Construction
Artificial Turf Services
Physical Feasibility Consulting
Synthetic Turf



NOTE:
 DENOTED FENCE LENGTHS ARE
 TYPICAL FOR ALL FIELDS
 SHOWN ON THIS SHEET.



3
 1 OF 10

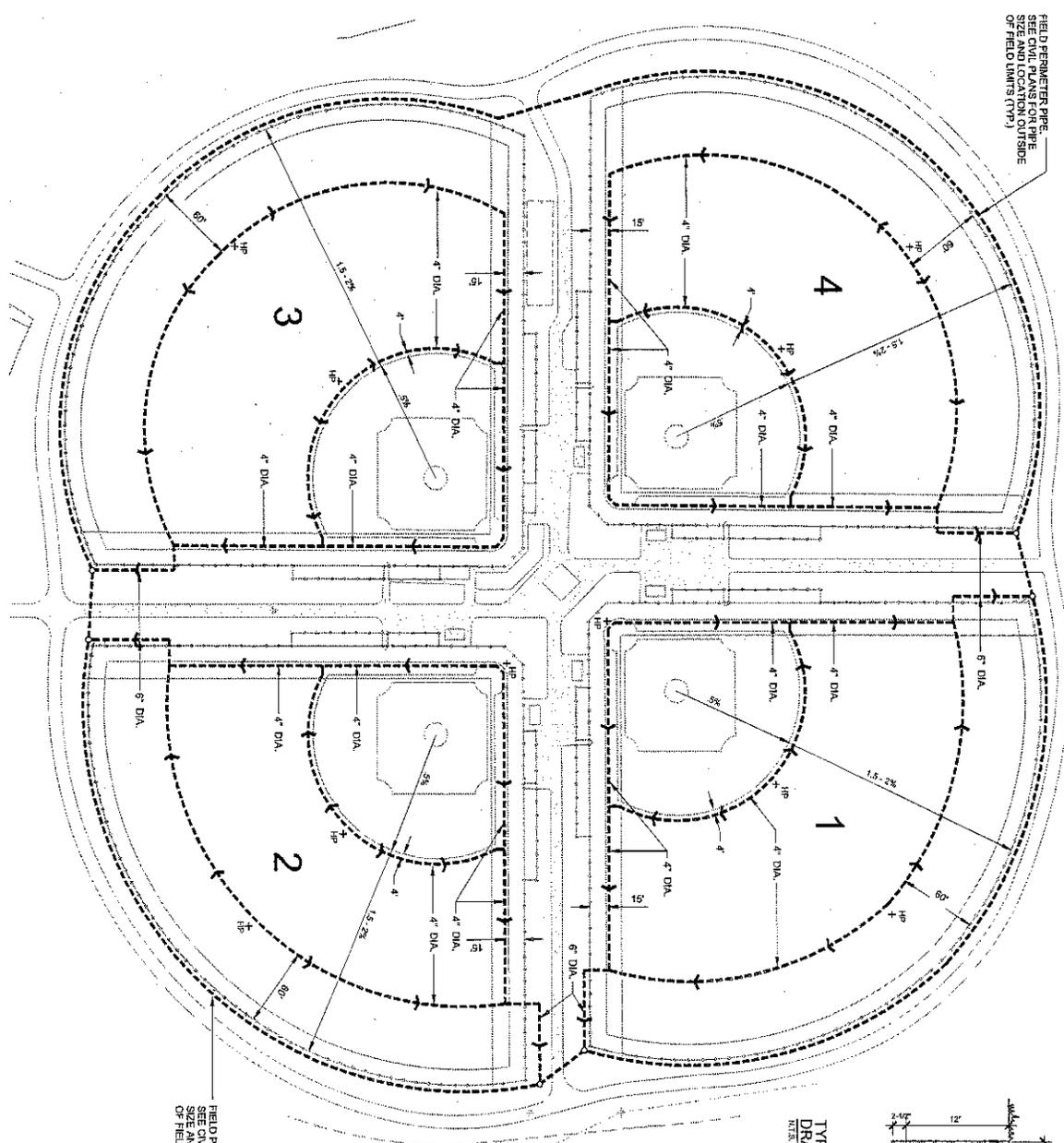
**CRYSTAL RIDGE
 SPORTS COMPLEX**
 LOCATED IN: FRANKLIN, WISCONSIN

DATE: July 28, 2012
 REVISED:

**FIELD AND
 FENCING LAYOUT
 PLAN**

**Turf Solutions
 group**
 Bill Phillips
 Senior Golf Course Landscape
 Architect & Planner
 877-636-1261 Toll Free
 450-750-1550 Phoenix Office
 602-363-8922 Cell
 480-726-6281 Fax
 bill@turf-solutionsgroup.com
 www.turf-solutionsgroup.com

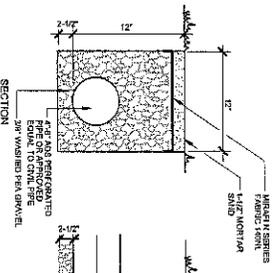
Leaders in Land Development
 projects including:
 Golf Course Design
 Golf Course Construction
 Golf Course Renovation
 Driving Range Construction
 Putting Course Construction
 Athletic Field Services
 Project Feasibility Consulting
 Synthetic Turf



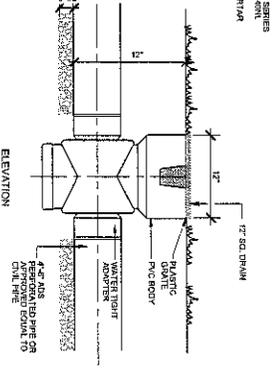
FIELD PERIMETER PIPE - SEE CIVIL PLANS FOR PIPE SIZE AND LOCATION OUTSIDE OF FIELD LIMITS (TYP.)

FIELD PERIMETER PIPE - SEE CIVIL PLANS FOR PIPE SIZE AND LOCATION OUTSIDE OF FIELD LIMITS (TYP.)

TYPICAL FRENCH DRAIN DETAIL
M.T.S.



TYPICAL DRAIN INLET DETAIL
M.T.S.



- DRAINAGE LEGEND**
- | | |
|----|---|
| ○ | OUTFLOW PIPE (SEE CIVIL PLANS) |
| — | DRAINAGE PIPE (SIZE AS INDICATED ON PLAN) |
| ➤ | DIRECTION OF DRAINAGE FLOW |
| HP | HIGH POINT |
- NOTE:
SEE CIVIL ENG. PLANS FOR LOCATIONS AND SIZES OF ALL FIELD PERIMETER PIPE OUTSIDE OF FIELD LIMITS.



4
4 OF 10

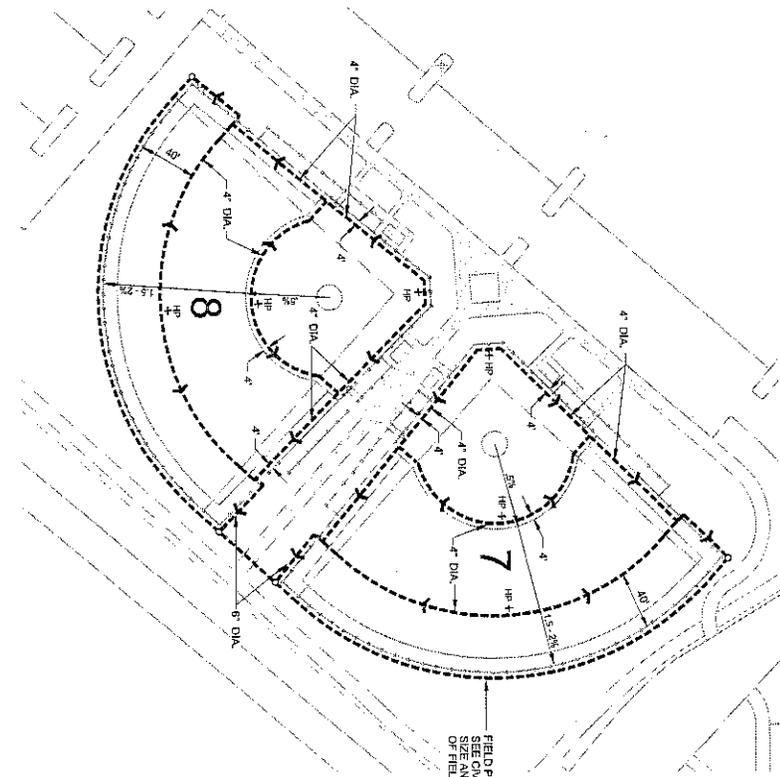
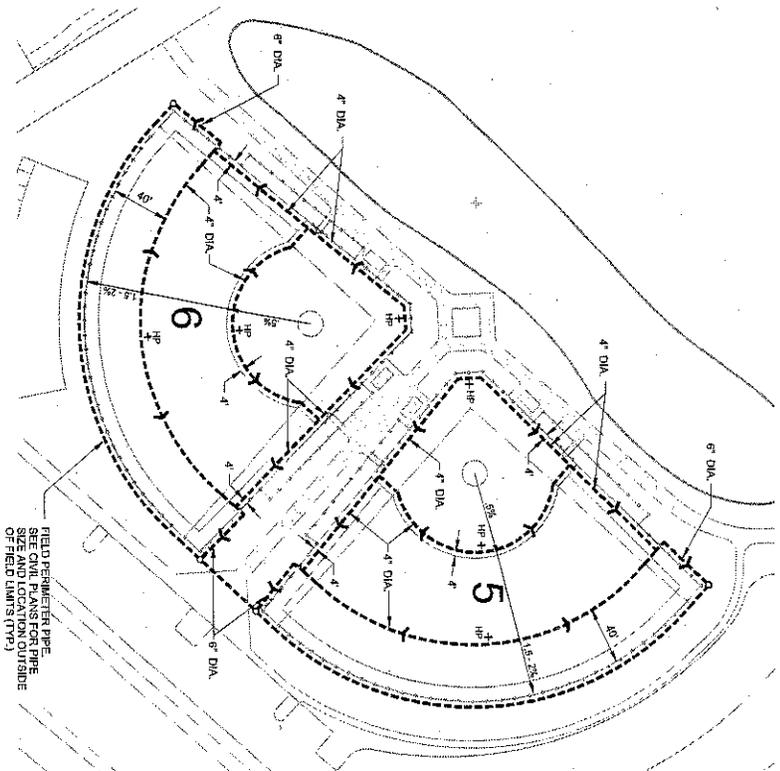
CRYSTAL RIDGE SPORTS COMPLEX
LOCATED IN: FRANKLIN, WISCONSIN

DATE: July 25, 2012
REVISED:

DRAINAGE PLAN

Turf Solutions group
Bill Phillips
Senior Civil/Utility Designer
Architect & Planner
877-566-1383 Toll Free
608-735-1383 Phone Office
608-654-6223 Cell
608-735-1383 Fax
bill@turf-solutions.com
www.turf-solutions.com

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Golf Course Renovation
Driving Range Construction
Putting Green Construction
Artificial Turf Installation
Project Feasibility Consulting
Synthetic Turf



DRAINAGE LEGEND

SYMBOL	DESCRIPTION
○	OUTFLOW PIPE (SEE CIVIL PLANS)
-----	DRAINAGE PIPE (SIZE AS INDICATED ON PLAN)
→	DIRECTION OF DRAINAGE FLOW
+	HIGH POINT

NOTE:
SEE CIVIL ENG. PLANS FOR LOCATIONS AND SIZES OF ALL FIELD PERIMETER PIPE OUTSIDE OF FIELD LIMITS.



5 OF 10

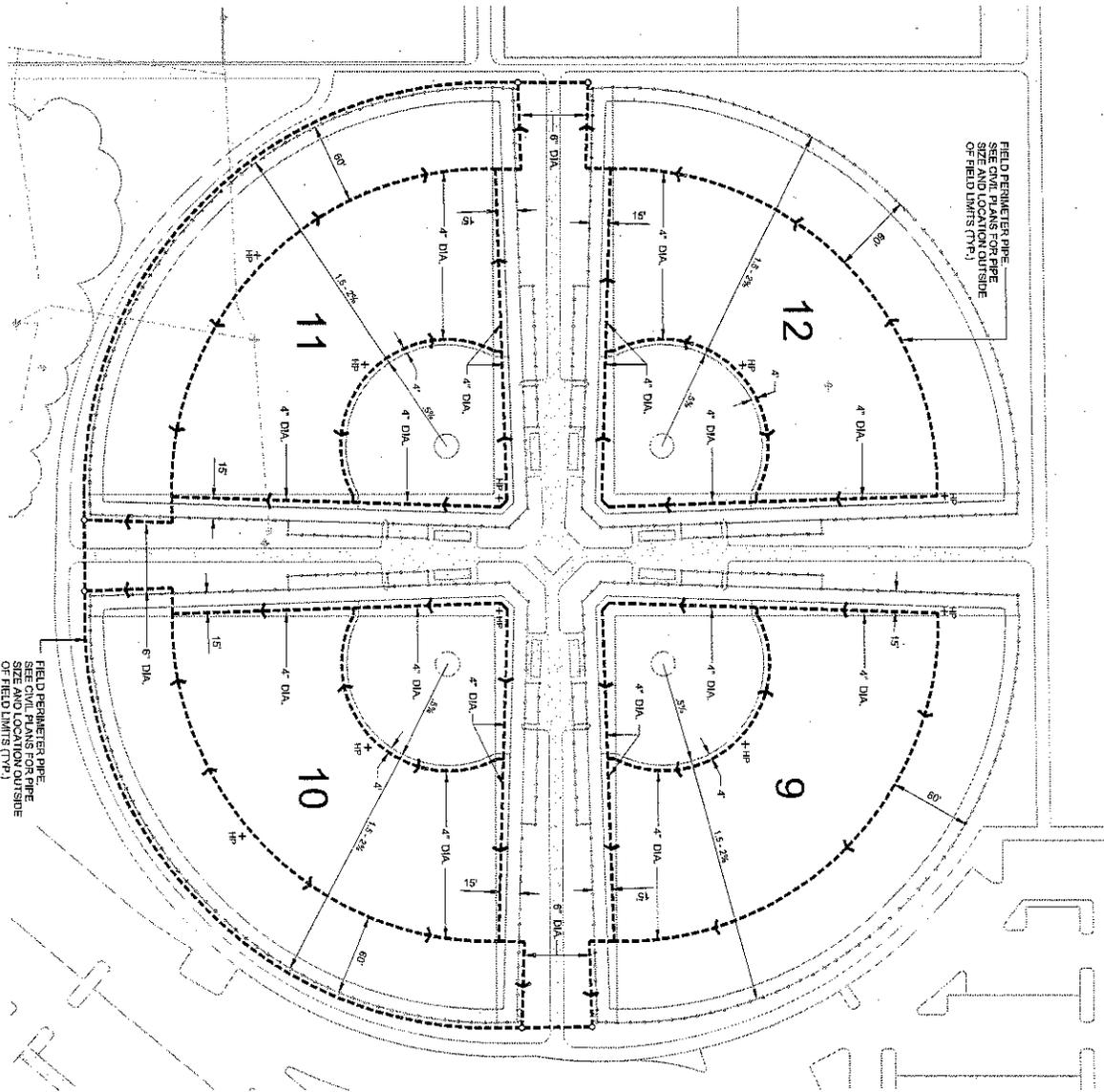
CRYSTAL RIDGE SPORTS COMPLEX
LOCATED IN: FRANKLIN, WISCONSIN

DATE: July 29, 2012
REVISED:

DRAINAGE PLAN

Turf Solutions group
Bill Phillips
5000 Golf Course, Ladysburg
Architect & Planner
877-566-6251 Toll Free
480-730-1528 Pivots Office
800-453-2622 Cell
480-730-1584 Fax
bill@turf-solutionsgroup.com
www.turf-solutionsgroup.com

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Golf Course Renovation
Driving Range Construction
Putting Green Construction
Sports Field Services
Project Feasibility Consulting
Synthetic Turf



FIELD PERIMETER PIPE
SEE CIVIL PLANS FOR PIPE
SIZE AND LOCATION OUTSIDE
OF FIELD LIMITS (TYP.)

FIELD PERIMETER PIPE
SEE CIVIL PLANS FOR PIPE
SIZE AND LOCATION OUTSIDE
OF FIELD LIMITS (TYP.)

DRAINAGE LEGEND

SYMBOL	DESCRIPTION
○	OUTFLOW PIPE (SEE CIVIL PLANS)
---	DRAINAGE PIPE (SIZE AS INDICATED ON PLAN)
→	DIRECTION OF DRAINAGE FLOW
+	HIGH POINT

NOTE:
SEE CIVIL ENG. PLANS FOR LOCATIONS
AND SIZES OF ALL FIELD PERIMETER
PIPE OUTSIDE OF FIELD LIMITS.



6
6 OF 10

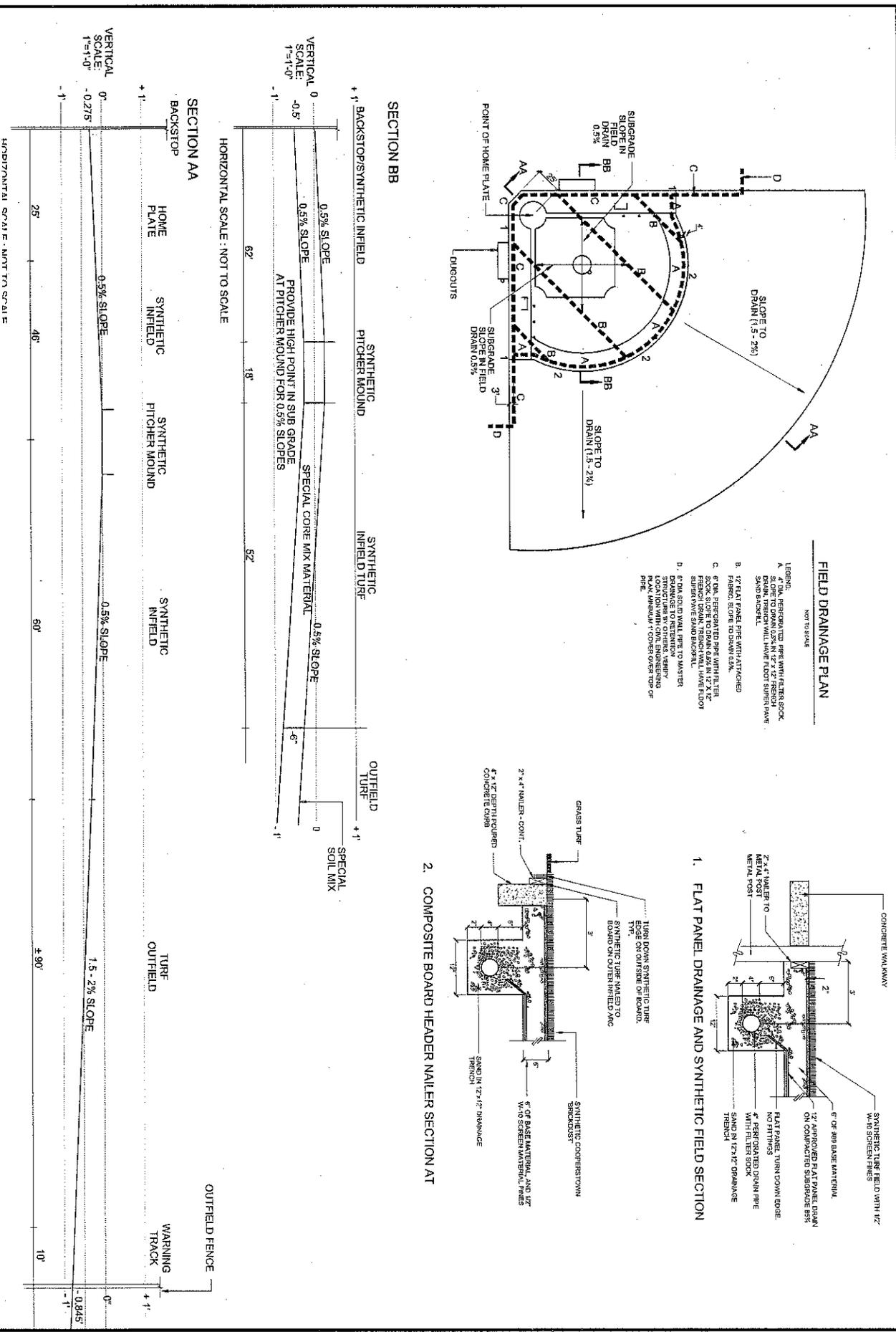
**CRYSTAL RIDGE
SPORTS COMPLEX**
LOCATED IN: FRANKLIN, WISCONSIN

DATE: July 29, 2012
REVISED:

**DRAINAGE
PLAN**

**Turf Solutions
group**
Bill Phillips
Senior Golf Course & Landscape
Architect & Planner
277-586-1283 Toll Free
482-700-1536 Phoenix Office
623-345-9223 Cell
482-700-1530 Fax
LSH@tsolutionsgroup.com
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projects including:
Golf Course Design
Golf Course Construction
Golf Course Renovation
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Project Feasibility Consulting
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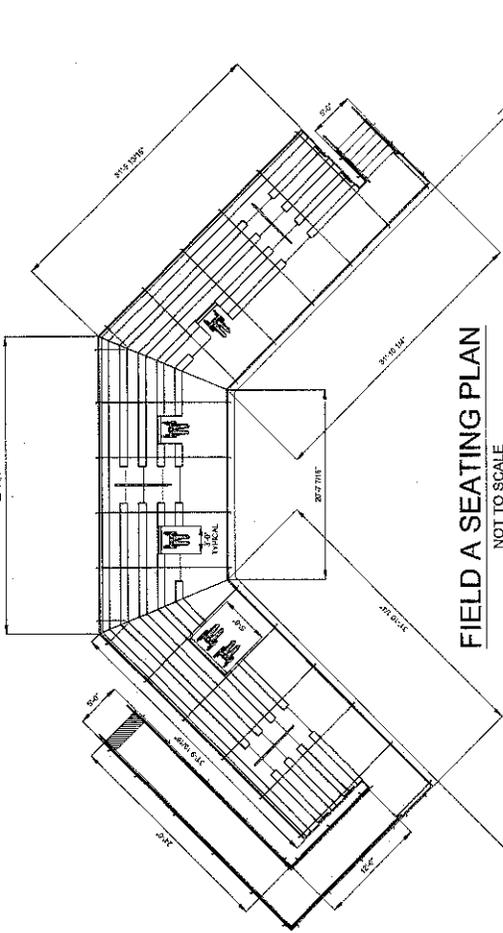


BLEACHER
DETAILS

Turf Solutions
Bill Phillips
Senior Staff Architect
Architectural Firm
677-564-1324 Fax
677-564-1324 Cell
524-26-0203 Cell
450-730-1334 Fax
www.turfsolutions.com

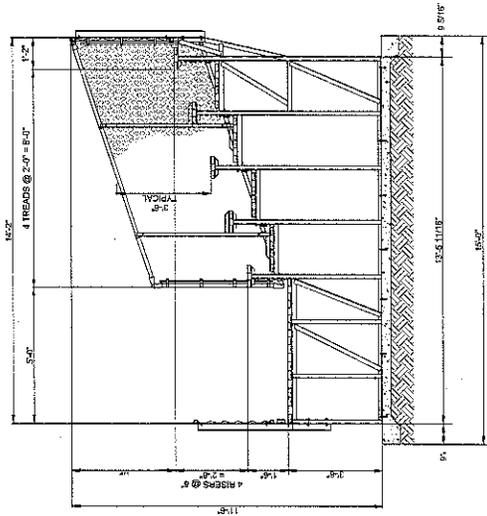
Bill Phillips
Senior Staff Architect
Architectural Firm
677-564-1324 Fax
677-564-1324 Cell
524-26-0203 Cell
450-730-1334 Fax
www.turfsolutions.com

Bill Phillips
Senior Staff Architect
Architectural Firm
677-564-1324 Fax
677-564-1324 Cell
524-26-0203 Cell
450-730-1334 Fax
www.turfsolutions.com

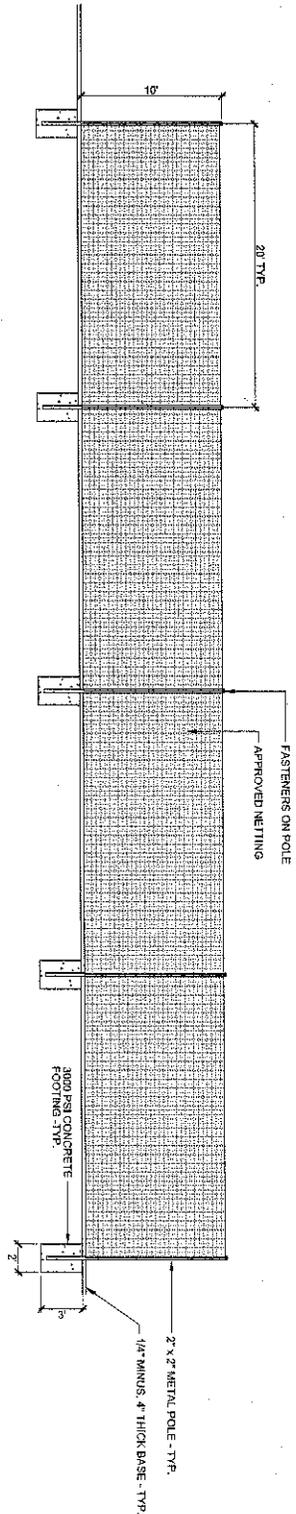


FIELD A SEATING PLAN
NOT TO SCALE

SEATING CAPACITY
 (2) 15 BENCH SEATS AT 16' PER SEAT
 (3) WHEELCHAIR SEATS
 (1) WHEELCHAIR COMPANION SEAT AT 16' PER SEAT
 (22) TOTAL SEATING CAPACITY

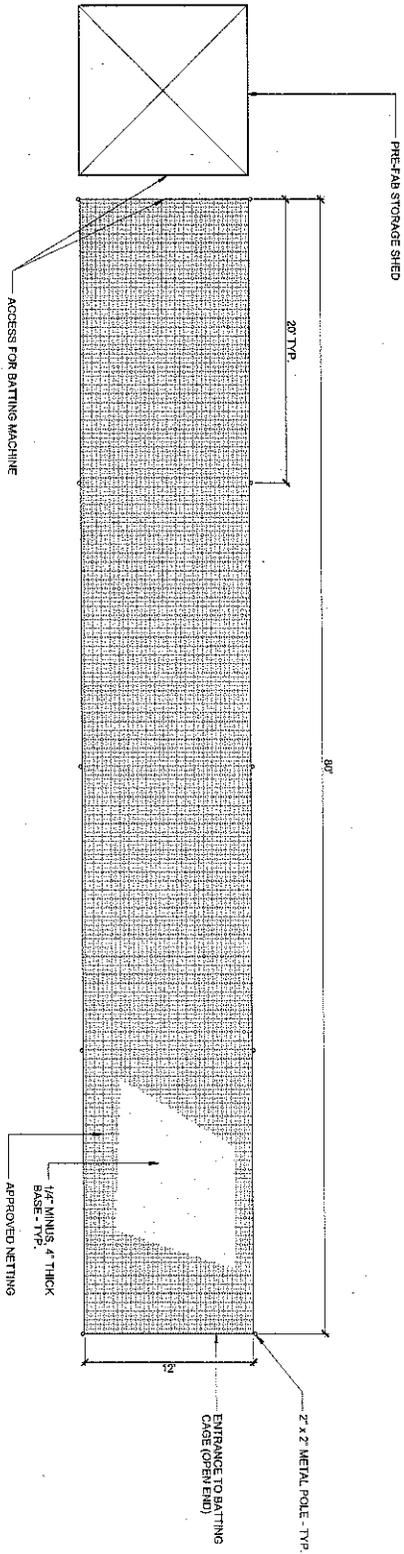


TYPICAL SECTION THROUGH BLEACHER
NOT TO SCALE



BATTING CAGE - SECTION / ELEVATION

SCALE: 1/4" = 1'-0"



BATTING CAGE - PLAN VIEW

SCALE: 1/4" = 1'-0"

Leaders in Land Development
 projects include:
 Golf Course Design
 Golf Course Construction
 Golf Course Renovation
 Country Resort Construction
 Putting Course Construction
 Irrigation Field Drainage
 Project Feasibility Consulting
 landscape art

Turf Solutions
 group
 Bill Phillips
 Senior Field Engineer / Landscape
 Architect & Planner
 877-888-2333 Fax
 410-735-1535 Phoenix Office
 412-263-8822 Cell
 410-735-1500 Fax
 tsg@turfgroup.com
 www.turfgroup.com

BATTING CAGE
 DETAILS

DATE: July 28, 2012
 REVISED: _____

CRYSTAL RIDGE
 SPORTS COMPLEX
 LOCATED IN: FRANKLIN, WISCONSIN

LEGEND

- FOR BIKE TRAIL
 - EASIER (EXISTING)
 - MORE DIFFICULT (EXISTING)
 - ◀ BIKE TRAVEL DIRECTION
- EXISTING
- ★ STREET ACCESS (EXISTING)
- PROPOSED BIKE TRAIL
- PROPOSED CONCRETE WALK
- PROPOSED SOD PATH
- PROPOSED LAWN AREA
- BERM
- DUMPFSTER PAD (LARGE)
- DUMPFSTER PAD (SMALL)
- SITE FURNISHING: BENCH
- SITE FURNISHING: TRASH RECEPTACLE
- SITE FURNISHING: BIKE RACK

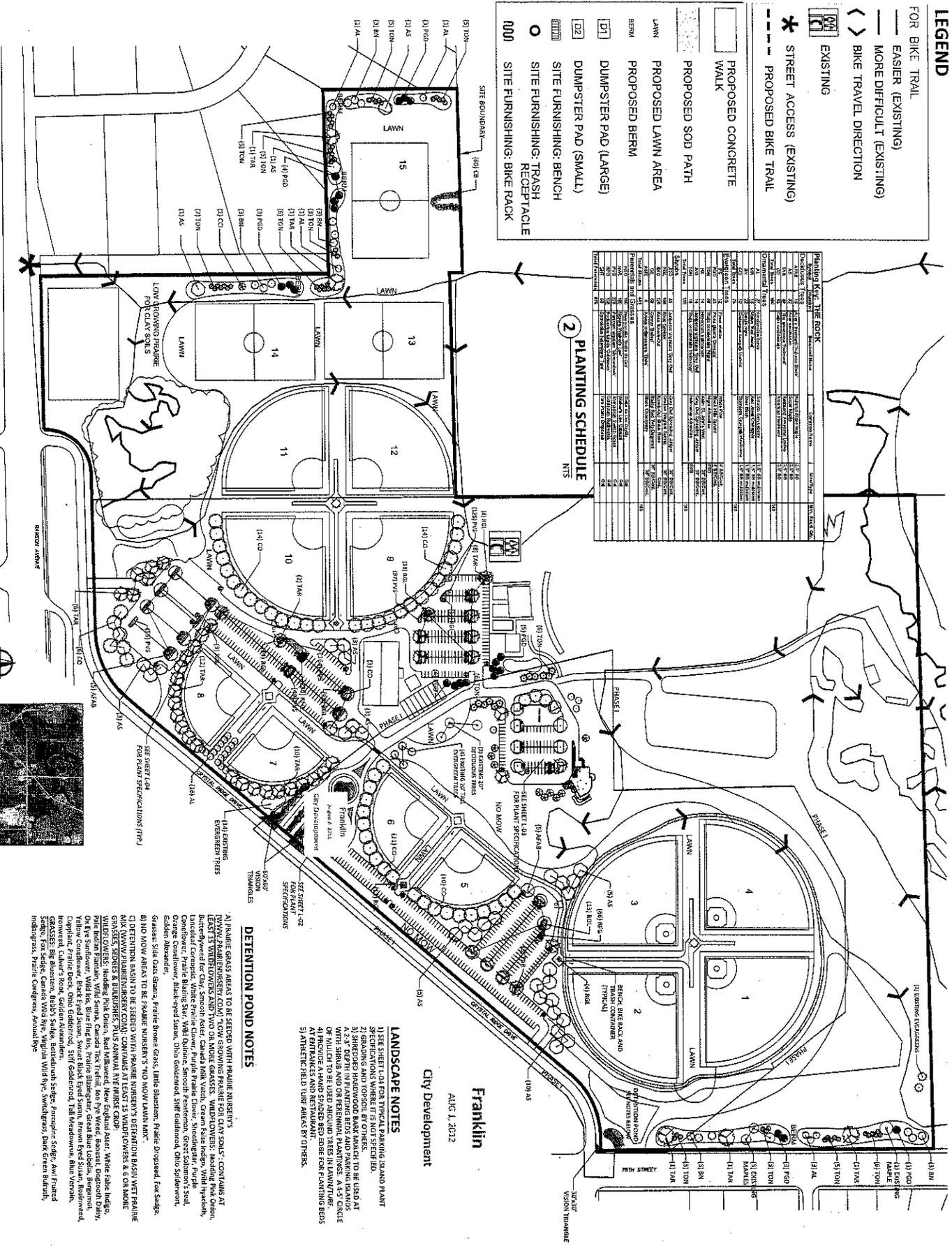
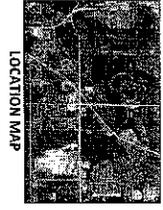
Planting Key: THE ROCK

Planting Key	Planting Code	Planting Name	Quantity	Notes
(1) 100'	100	...	...	...
(1) 90'	90	...	...	...
(1) 80'	80	...	...	...
(1) 70'	70	...	...	...
(1) 60'	60	...	...	...
(1) 50'	50	...	...	...
(1) 40'	40	...	...	...
(1) 30'	30	...	...	...
(1) 20'	20	...	...	...
(1) 10'	10	...	...	...
(1) 0'	0	...	...	...

2 PLANTING SCHEDULE

1 LANDSCAPE PLAN

SCALE: 1" = 100'-0"



DETENTION POND NOTES

1) FRANKLIN GRASS AREAS TO BE SEEDED WITH FRANKLIN GRASS...
 2) DETENTION BASIN TO BE SEEDED WITH FRANKLIN GRASS...
 3) NO KNOW AREAS TO BE FRANKLIN GRASS...
 4) FRANKLIN GRASS AREAS TO BE SEEDED WITH FRANKLIN GRASS...
 5) FRANKLIN GRASS AREAS TO BE SEEDED WITH FRANKLIN GRASS...

LANDSCAPE NOTES

1) SEE SHEET L-01 FOR TYPICAL PARKING ISLAND PLANT SPECIFICATIONS...
 2) GRASSING AND FLOWERING BARK MULCH TO BE USED AT A 3" DEPTH IN PLANTING BEDS AND PARKING ISLANDS...
 3) ALL PLANTINGS TO BE INSTALLED WITH PROPER SPACING AND SUPPORT...
 4) ALL PLANTINGS TO BE INSTALLED WITH PROPER SPACING AND SUPPORT...
 5) ALL PLANTINGS TO BE INSTALLED WITH PROPER SPACING AND SUPPORT...

Franklin
 AUG 1, 2012
 City Development

DEVELOPER
 ZIMMERMAN VENTURES
 4600 Loannis Road, Suite 310
 Milwaukee, WI 53220
 Toll free: 800-525-0133

REV. #	REV. DATE	DESCRIPTION	REVISED BY

PROJECT TITLE
 THE ROCK -
 CRYSTAL RIDGE
 SPORTS COMPLEX
 Franklin, Wisconsin

SHEET TITLE
 LANDSCAPE PLAN

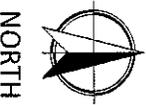
DURHAM HILL
 599 WILKESBARRE RD.
 WILKESBARRE, WI 53190
 414-526-5262
 www.durhamhillinc.com

CHECKED BY
 THOMAS H. EARL, RLA
SCALE
 AS NOTED

SHEET NO.
 L-01



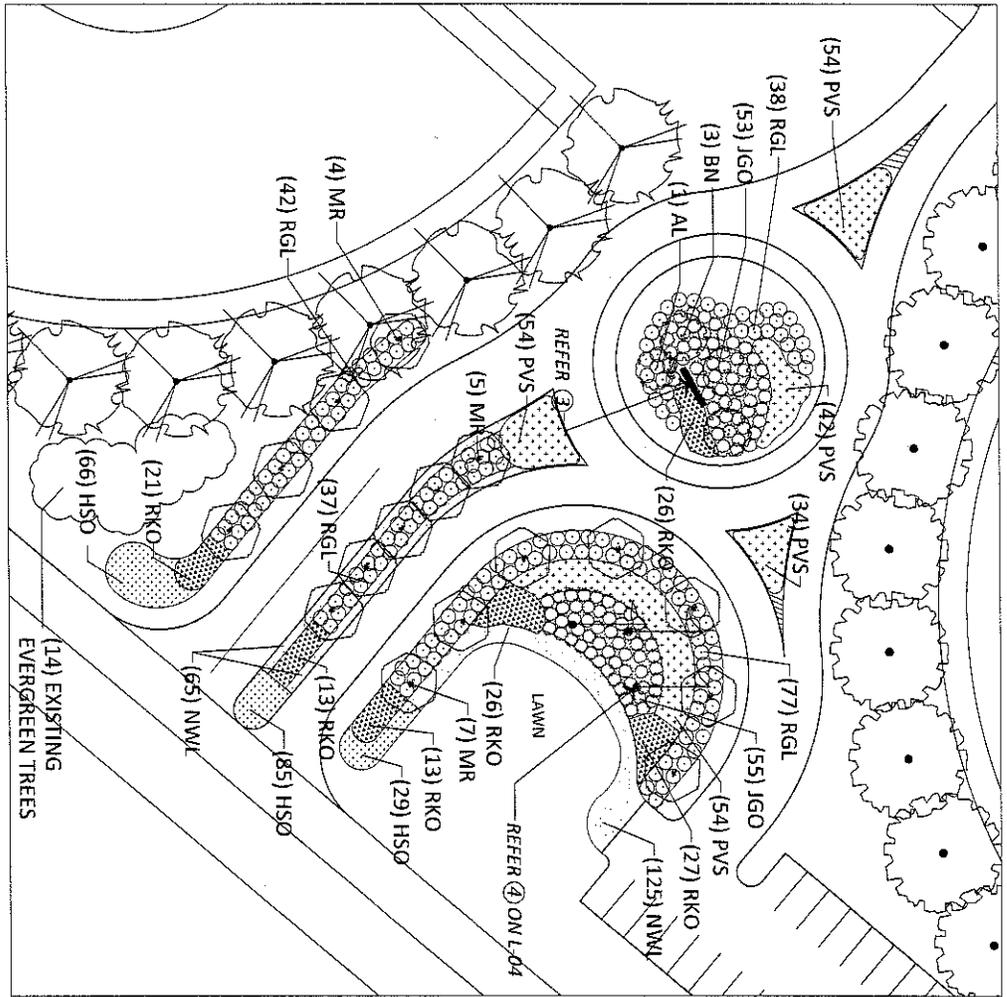
NOTES
 SEE SHEET L - 01 FOR PLANT SPECIFICATIONS
 SEE SHEET L - 01 FOR PLANT SPECIFICATIONS



NORTH

1 PLANTING PLAN

SCALE: 1" = 20'-0"



Planting Key: THE ROCK - Main Entrance Plantings

Symbol	Number	Botanical Name	Common Name	Size/Type
AL	1	Amelanchier laevis	Shadblow	1.5" BB multistem
MR	16	Malus Red Jewel	Red Jewel Crabapple	1.5" BB multistem
BN	3	Betula nigra	River Birch	1.5" BB multistem
Total Trees				
20				
Shrubs				
JGO	57	Juglans nigra 'Seymour Dury' Dwarf	Grey Owl Spreading Nuttall	36" BB/Cant.
RGL	134	Rhus glabra	Flowering Fraxin Sumac	36" BB/Cant.
RKO	128	Rosa Knock-Out	Knock-Out Shrub Rose	Cant.
Total Shrubs				
317				
Perennials and Grasses				
HSC	180	Hemerocallis Stella da Oro	Stella da Oro Daylily	Gal
NWL	130	Nepeta Walker's Low	Walker's Low Catmint	Gal
PVS	238	Parthenium Spathulatum 'Spiranthes'	Spiranthes Switch Grass	Gal
RFG	169	Rubroecia ligula 'Goldstrum'	Goldstrum Rubroecia	Gal
Total Perennials				
776				

2 PLANTING SCHEDULE

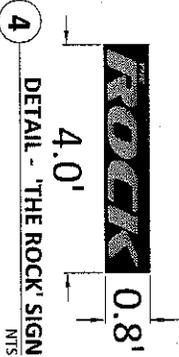
NTS



3 ENTRY MONUMENT SIGN 'THE ROCK'

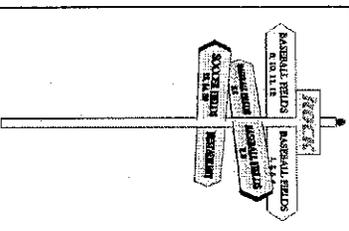
NTS

NOTE:
 MONUMENT SIGNS ARE SHOWN FOR REFERENCE ONLY AND REQUIRE SEPARATE REVIEW AND APPROVAL BY THE ARCHITECTURAL REVIEW BOARD AND ISSUANCE OF A SIGN PERMIT BY THE BUILDING INSPECTION DEPARTMENT



4 DETAIL - 'THE ROCK' SIGN

NTS



5 SCHEMATIC DIRECTIONAL SIGN

NTS

DEVELOPER
 ZIMMERMAN VENTURES
 4600 Louisa Road, Suite 310
 Milwaukee, WI 53220
 Toll free: 800-525-0133

REV. #	REV. DATE	DESCRIPTION	REVISED BY

PROJECT TITLE
 THE ROCK - CRYSTAL RIDGE SPORTS COMPLEX
 Franklin, Wisconsin

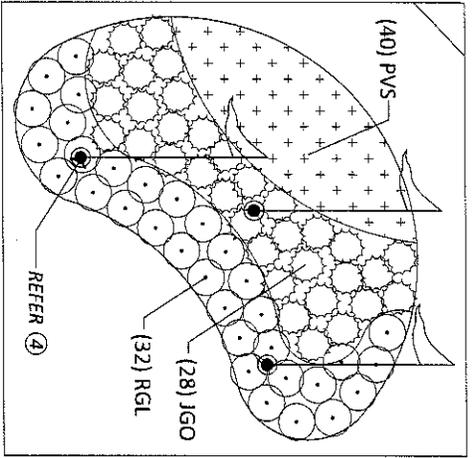
SHEET TITLE
 PLANTING PLAN FOR MAIN ENTRANCE ON CRYSTAL RIDGE DR

DURHAM HILL
 599 W. 23RD Loomis DR.
 MILWAUKEE, WI 53158
 414-529-5262
 www.durhamhillsurvey.com



DATE 08/01/2012
DRAWN BY AAM
CHECKED BY THOMAS H. EARL, RIA
SCALE AS NOTED

SHEET NO.
L - 02

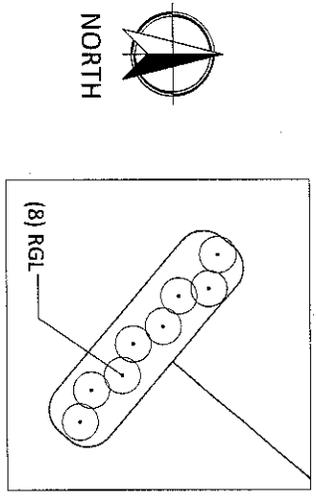


1 LANDSCAPE ISLAND AT CRYSTAL RIDGE ROAD & S 76TH ST
SCALE: 1" = 8'-0"

Planting Key: THE ROCK - Crystal Ridge Dr & S 76th St Entrance Plantings

Symbol	Number	Botanical Name	Common Name	Size/Type
SHRUBS	18	Juniperus horizontalis 'Suecica'	Common Juniper	36" BERGOL
JGO	128	Juglans nigra	Black Walnut	36" BERGOL
RGL	32	Rosa glauca	White Rose	36" BERGOL
PVS	140	Platanus occidentalis	American Sycamore	36" BERGOL
PARAMOUNTS AND GRASSES				
GRASS	4	Panicum virgatum 'Shenandoah'	Switchgrass	36" BERGOL
TOTAL PREMIUMS				

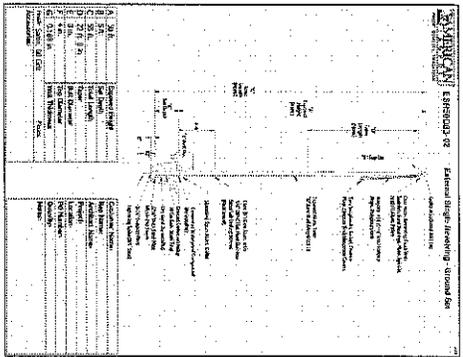
2 PLANTING SCHEDULE
NTS



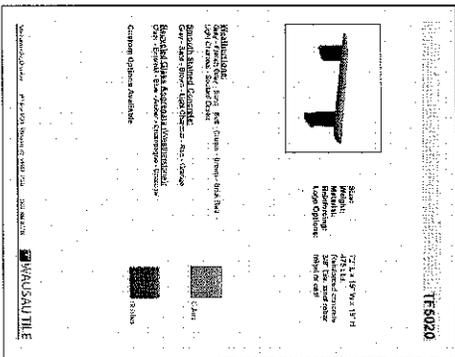
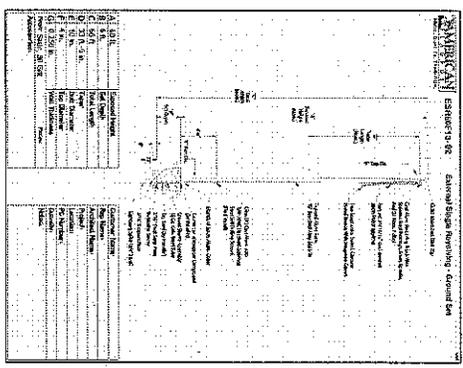
3 TYPICAL PARKING ISLAND PLANTING PLAN
SCALE: 1" = 8'-0"

NOTES:

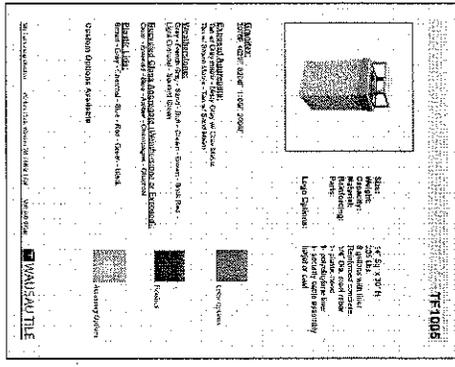
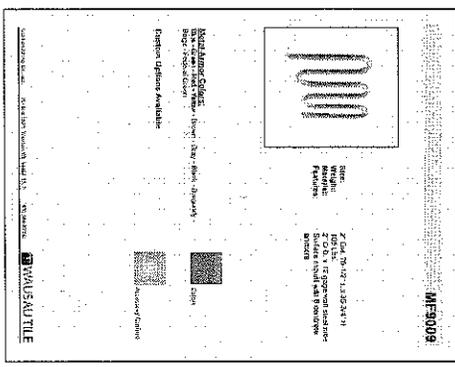
- 4 FLAGPOLES TO BE AMERICAN FLAGPOLE 50' HIGH: ESR50D83-02 EXTERNAL SINGLE REVOLVING 02
- 2 FLAGPOLES TO BE 60' HIGH: ESR60F13-02 EXTERNAL SINGLE REVOLVING 02 OR EQUIVALENT
- FURNISH AND INSTALL PER SPECIFICATIONS AND PLAN
- 6 NYLON FLAGS TO BE NYLON MATERIAL AT A 8' X 12' SIZE
- 4 DIFFERENT DESIGNS TOTAL TO BE FEATURED



4 CUT SHEETS FOR 50' AND 60' TALL FLAG POLES
NTS



5 CUT SHEETS FOR BENCHES, BIKE RACKS AND TRASH CONTAINERS
NTS



NOTES:

- CONTOURED CONCRETE BENCHES TO BE PLACED AND ANCHORED ON SITE AS PER LANDSCAPE PLAN. BENCHES TO BE WAUSAU TILE'S # TF5020. 72" X 19" X 19" SIZE. 475LB. COLOR TO BE WEATHERSTONE BROWN.
- CONCRETE WASTE CONTAINERS: TO BE CONCRETE WITH COVER. FURNISH AND INSTALL WAUSAU TILE TF 1005 COLOR WEATHERSTONE BROWN WITH BROWN COVER ON SITE AS PER LANDSCAPE PLAN.
- BIKE RACKS TO BE SURFACE MOUNTED AS PER PLAN. AVAILABLE FROM WAUSAU TILE (WWW.WAUSAUTILE.COM). ITEM NUMBER: MF9009 SIZE: 2" DIA. 78-1/2" L X 35-3/4" H, MATERIAL: 2" O.D. X 12 GAGE WALL STEEL TUBE. COLOR BLACK.

DEVELOPER
ZENITHCREST VENTURES
4600 Loomis Road, Suite 310
Madison, WI 53220
Toll free: 800-525-0135

REV. #	REV. DATE	DESCRIPTION	REVISED BY

PROJECT TITLE
THE ROCK - CRYSTAL RIDGE SPORTS COMPLEX
Franklin, Wisconsin

SHEET TITLE
CUT SHEETS AND MISCELLANEOUS DETAILS

DREAM HILL
S99 WATSON DRIVE
MADISON, WI 53717
608-261-1100
www.dreamhillinteriors.com

DATE
08/01/2012
DRAWN BY
AAM
CHECKED BY
THOMAS H. EARL, RIA
SCALE
AS NOTED

SHEET NO.
L - 04



FEATURES & SPECIFICATIONS

INTENDED USE — Use for parking lots, streets and surrounding areas.

CONSTRUCTION — Heavy gauge die-formed aluminum housing is fabricated using robotic continuous seam-weld process for weather-tight integrity. Integral structural support plate for mounting arm and electrical components ensures rigidity and strength. Hinged aluminum door frame incorporates stainless steel hardware. Continuous silicone gasketing surrounds lens for weather-tight seal. Optional tool-less hardware is available to maximize installation and maintenance ease.

Lens: Thermal shock resistant tempered glass lens. Choice of contoured drop lens or flat lens is available in standard product. Standard finish is dark bronze corrosion resistant electrostatically applied powder paint. Optional linear embossed accent reveals are available.

OPTICS — Most flat lens configurations meet full-cutoff criteria. See www.lithonia.com for details. Vertical-lamp reflectors are 1-piece spun and formed anodized aluminum. Specialized distributions available for either drop lens or flat lens. Reflectors are independently designed to optimize light output for the lens type. Horizontal-lamp reflectors also available.

ELECTRICAL — All electrical components are mounted to a heavy-gauge plate to maximize heat dissipation and ensure structural integrity for optimal component life. Ballast: Constant wattage autotransformer. Metal Halide: Super CWA (pulse start ballast), 88% efficient and EISA legislation compliant, is required for 175-400W (SCWA option) for US shipments only. CSA, NOM or INTL required for probe start shipments outside of the US. Pulse-start ballast (SCWA) required for 200W, 320W, 350W, 450W, 750W, 775W or 875W. Ballast is 100% factory-tested.

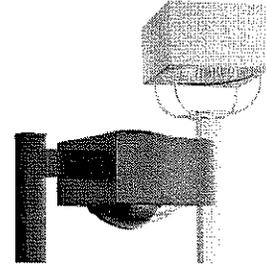
Socket: Mogul-base porcelain socket with copper alloy, nickel-plated screw shell and center contact. Vertically-oriented for types SYM, ASY, and VFA distributions. Horizontal position-oriented for types R2, R3 and R4. UL listed 1500W-600V, 4KV pulse rated. Reflectors are rotatable and interchangeable.

INSTALLATION — Extruded aluminum arm with integral splice compartment. Standard arm is 9" in length. Aluminum fitter for 4" to 6" OD poles.

LISTINGS — UL Listed to US and Canadian safety standards (see options). NOM Certified (see options). UL listed for 25°C ambient and wet locations. Optical chamber IP65 rated.

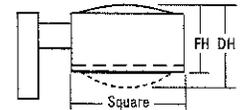
Note: Specifications subject to change without notice.

Catalog Number	KVF2 400M ASYFL
Notes	
Type	A / B / C



Specifications

- Square: 21-1/2 (54.6)
- Flat lens height: 14 (35.5)
- Drop lens height: 17 (43.2)
- Post top
- Arm mount
- EPA: 2.8 ft² (0.25 m²)
- EPA: 2.8 ft² (0.25 m²), incl. arm
- Weight: +2 lbs to *
- *Weight: 53 lbs (24 kg)
- Overall Height: 22-3/4 (57.8)
- *Weight as configured in example below.



Mounting Option	Drilling Template
SPxx, RPxx, WBxx, WWxx	5
	6
	7

Dimensions in inches (centimeters) unless otherwise specified.

Square Area Lighting

KVF2

METAL HALIDE: 175-1000W
HIGH PRESSURE SODIUM: 250-1000W
20' to 40' Mounting

Franklin

AUG 1, 2012

ORDERING INFORMATION For shortest lead times, configure products using **bolded options**.

Example: KVF2 400M SYMDL TB SCWA SP09 LPI

KVF2		400M		ASYFL		City Development			
Series	Wattage	Distribution		Voltage	Ballast	Mounting		Size ¹³	
KVF2	Metal halide	775M ^{2,4}	Vertical lamp: ⁴ SYM ___ Symmetric square	High-performance horizontal lamp: ² SR2FL Type II roadway	120	(blank) Magnetic ballast	Type	SP ___ Square pole	06 6" arm
	175M ¹	875M ^{2,4}								208^{10}	CWI Constant wattage isolated	RP ___ Round pole	09 9" arm
	200M ²	1000M ³	ASY ___ Asymmetric	SR3FL Type III asymmetric	240 ¹⁰	Pulse Start MAGNETIC BALLAST SYSTEM	WB ___ Wall bracket	12 12" arm	
	250M ³	High pressure sodium ⁶	VFA Vertical forward throw automotive	SR4SCFL Type IV forward throw, sharp cutoff	277				SCWA Super CWA ballast	WW ___ Wood pole or wall bracket
	320M ⁴	250S	Horizontal lamp: ⁵ R2 ___ Type II R3 ___ Type III	SR4WFL Type IV forward throw, wide	347	Note: For shipments to U.S. territories, SCWA must be specified to comply with EISA.	PT ___ Post top; opentop pole	4 4" OD	
	350M ^{1,2}	400S		23050HZ ¹²	480 ¹⁰				5 5" OD
	400M ²	750S	1000S ⁷		TB ¹¹	CR Corrosion resistant	6 6" OD		
	450M ^{1,2}								
750M ¹									

Options	Finish ²²	Lamp (required)
Shipped installed in fixture SF Single fuse 120, 277, 347V ¹⁴ DF Double fuse 208, 240, 480V ¹⁴ KW1 KiloWatch® 120V control relay ^{14, 15} KW4 KiloWatch® 277V control relay ^{14, 15} PER NEMA twist-lock receptacle only (photocontrol not included) QRS Quartz restrike system ¹⁶ QRSTD QRS time delay ^{12, 16} EA Embossed accent	(blank) Dark bronze DBL Black DGC Charcoal gray DMB Medium bronze DNA Natural aluminum DWH White CR Corrosion resistant	LPI Lamp included L/LP Less lamp
EHS External houseside shield (matches fixture finish) ^{17, 18, 19} EHSB External houseside shield black (painted black to maximize light control) ^{17, 19} CSA Listed and labeled to comply with Canadian Standards NOM NOM certified ¹² INTL Available for 175M probe start shipping outside the U.S. REGC1 California Title 20 effective 1/1/2010	Shipped separately¹⁷ VG Vandal guard ^{18, 19} PE1 NEMA twist-lock PE (120, 208, 240V) PE3 NEMA twist-lock PE (347V) PE4 NEMA twist-lock PE (480V) PE7 NEMA twist-lock PE (277V) SC Shorting cap	<p>Consistent with LEED® goals @ Green Globes™ awards for light pollution reduction</p>

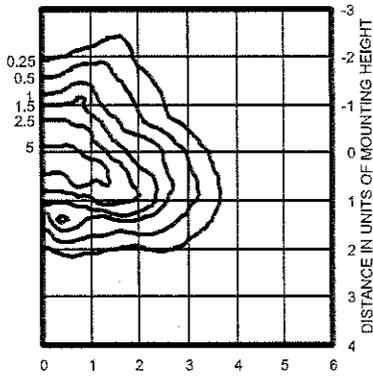
Accessories: Tenon Mounting Slipfitter ¹							
Order as separate catalog number.							
Tenon O.D.	One	Two@180°	Two@90°	Three@120°	Three@90°	Four@90°	
2-3/8 (6.0)	T20-190	T20-280	T20-290	T20-320	T20-390	T20-490	
2-7/8 (7.3)	T25-190	T25-280	T25-290	T25-320	T25-390	T25-490	
4 (10.2)	T35-190	T35-280	T35-290	T35-320	T35-390	T35-490	

- Notes**
- These wattages do not comply with California Title 20 regulations.
 - Must be ordered with SCWA.
 - These wattages require the REGC1 option to be chosen for shipments into California for Title 20 compliance. 250M REGC1 is not available in 347 or 480V.
 - Only available with 277V, 347V or 480V.
 - Use reduced jacketed lamp.
 - Not available with SCWA.
 - Available in ASYFL, SYMDL or VEADL. Standard ED2S lamp.
 - For drop lens, specify DL. For flat lens, specify FL. Example: SYMDL or RZFL.
 - Not available with 750M, 775M, 875M, 1000W or post top.
 - Must specify CWI for use in Canada.
 - Optional multi-tap ballast (120, 208, 240, 277V; 120, 277, 347V in Canada).
 - Consult factory for available wattages.
 - 12" arm required when two or more luminaires are oriented on a 90° drilling pattern.
 - Not available with TB. Must specify voltage.
 - Available in vertical lamp orientation only for 200-400M SCWA. Any orientation on 250S or 400S only.
 - Maximum allowable wattage lamp included.
 - May be ordered as an accessory.
 - Specify finish when ordered as an accessory.
 - Prefix with KVF2 when ordering as an accessory. Order as KVF2EHSFL U for high-performance reflectors.
 - See www.lithonia.com/archcolors for additional color options.
 - Arm mount only.

KVF2 Arm-Mounted Area Lighting

KVF2 250M SR2FL TEST NO: LTL11250P

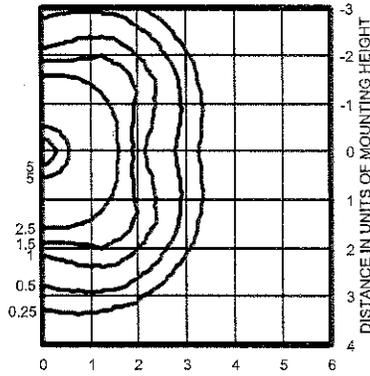
ISOILLUMINANCE PLOT (Footcandle)



250W pulse start metal halide lamp, rated 22500 lumens. Footcandle values based on 20' mounting height.
Classification: Type II, Short, Full Cutoff

KVF2 400M SYMFL TEST NO: LTL9432P

ISOILLUMINANCE PLOT (Footcandle)

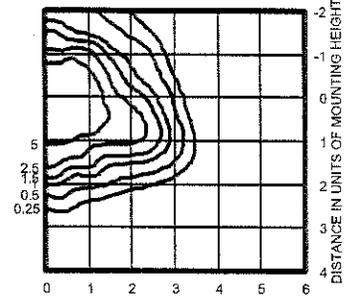


400W pulse start metal halide lamp, rated 42000 lumens. Footcandle values based on 20' mounting height.
Classification: Type IV, Short, Full Cutoff

KVF2 400S R3FL

TEST NO: LTL11324

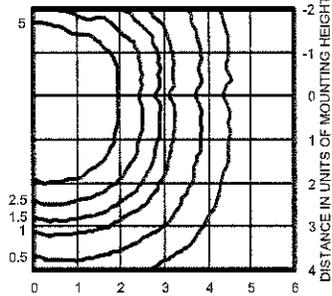
ISOILLUMINANCE PLOT (Footcandle)



400W lamp, rated 50000 lumens. Footcandle values based on 20' mounting height.
Classification: Type II, Medium, Full Cutoff

KVF2 1000M ASYDL TEST NO: LTL11381

ISOILLUMINANCE PLOT (Footcandle)



1000W lamp, rated 110000 lumens. Footcandle values based on 20' mounting height.
Classification: Type IV, Short, Cutoff

Mounting Height Correction Factor

(Multiply the fc level by the correction factor)

25 ft= 0.64

30 ft= 0.45

40 ft= 0.25

$$\left(\frac{\text{Existing Mounting Height}}{\text{New Mounting Height}} \right)^2 = \text{Correction factor}$$

Notes

- 1 Photometric data for other distributions can be accessed from the Lithonia Lighting Web site (www.lithonia.com)
- 2 For electrical characteristics, consult outdoor technical data specification sheets on www.lithonia.com.
- 3 Tested to current IES and NEMA standards under stabilized laboratory conditions. Various operating factors can cause differences between laboratory and actual field measurements. Dimensions and specifications are based on the most current available data and are subject to change.



An Acuity Brands Company

KVF2-M-S

Energy Savings

Catalog Number	XTOR2A / XTOR3A
Notes	
Type	D / E

Uniform Illumination

The patent pending LED light engine is optimized for energy-efficient performance. With effective thermal management, precise positioning of the LED package assembly and a highly reflective anodized aluminum reflector, Crosstour LED Wall Pack provides uniform illumination, enhanced safety and a comfortable visual experience.

LED & Metal Halide Light Distribution Comparison



NOTE: Typical mounting heights are 8'-12' (10W model) and 8'-25' (20W and 30W models). Simulation rendering using AGI32 software.

Reduced Energy Consumption

Operating and maintenance costs of a lighting system are dramatically impacted by the specified lamp source and electrical system. Total system input watts and fixture operating life should be the driving considerations when addressing energy consumption and total cost of ownership. Energy savings increase when energy consumption is reduced and maintenance intervals are extended.

Annualized Energy Savings / Cost Comparison

Fixture	Hours / Years	Life (Hrs.)	Watts	Cost / Year at .10 kWh*	Relamp / Fixture*	Total Energy Cost / Fixture	Savings per Fixture	% Savings
10W Crosstour LED Wall Pack	9 / 3285	50000	13W	\$4.27	\$0	\$4.27	\$83.57	95%
70W Metal Halide Wall Pack		12000	90W	\$29.57	\$58.28	\$87.85		
20W Crosstour LED Wall Pack	9 / 3285	50000	20W	\$6.57	\$0	\$6.57	\$139.88	95%
150W Metal Halide Wall Pack		7500	190W	\$62.42	\$84.03	\$146.45		
30W Crosstour LED Wall Pack	9 / 3285	50000	30W	\$9.86	\$0	\$9.86	163.91	94%
175W Metal Halide Wall Pack		6000	210W	\$68.99	\$104.78	\$173.77		

NOTE: * Cost = (Watts x 10 Hours Per Day x 365 Days per Year) / 1000 = Daily Kilowatt hour (kWh). kWh x .10 cents/kWh = Cost/year at .10 kWh. Relamp is once per every 2.5 years.

Energy Savings / Equivalency / Cross Reference Guide

Crosstour Series	Replacement Scale	HID Equivalency	Lamp System	HID Wattage	HID Rated Average Life (hrs)	Crosstour LED Wattage ²	Crosstour LED Life (hrs) ³	Energy Savings
XTOR1A	35W - 100W HID 32W CFL	Up to 70W MH	35W High Pressure Sodium	46	16,000	13W	50,000	72%
			50W Pulse Start Metal Halide	62	10,000			79%
			70W Pulse Start Metal Halide	95	12,000			86%
			32W Compact Fluorescent	36	16,000			64%
XTOR2A	100W - 175W HID 57W CFL	Up to 150W MH	100W Pulse Start Metal Halide	115	9,000	19W	50,000	63%
			150W Pulse Start Metal Halide	190	7,500			90%
			57W Compact Fluorescent	61	12,000			69%
XTOR3A	150W - 200W HID (2) 32W CFL	Up to 175W MH	175W Probe Start Metal Halide	210	7,500	30W	50,000	86%
			(2) 32W Compact Fluorescent	68	16,000			56%

NOTE: 1 Nominal lumens prior to optical and configuration losses based on 5000K CCT at 25°C ambient. 1A = 720 Lumens, 2A = 1360 Lumens, 3A = 2240 Lumens.
2 LED Wattage varies by Crosstour configuration and Kelvin CCT Color. 3 Hours of life based on 70% lumen maintenance.

Ordering Information

Sample Number: XTOR2A-N-WT-PC1

Series	LED Kelvin Color ³	Housing Color	Options (Specify Voltage) ⁴	Accessories (Order Separately) ⁵
XTOR1A =Small Door, 10W ¹ XTOR2A =Small Door, 20W XTOR3A =Large Door, 30W ²	___=Bright White (Standard), 5000K N=Neutral Warm White, 3500K	___=Carbon Bronze (Standard) WT=Summit White	PC1 =120V Photocontrol PC2 =277V Photocontrol (208-277V)	WG/XTOR =Wire Guard

Stock Ordering Information

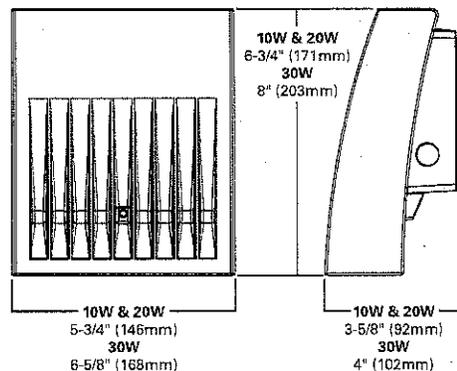
10W Series	20W Series	30W Series
XTOR1A =10W, 5000K, Carbon Bronze XTOR1A-WT =10W, 5000K, Summit White XTOR1A-PC1 =10W, 5000K, Carbon Bronze, 120V PC	XTOR2A =20W, 5000K, Carbon Bronze XTOR2A-N =20W, 3500K, Carbon Bronze XTOR2A-WT =20W, 5000K, Summit White XTOR2A-PC1 =20W, 5000K, Carbon Bronze, 120V PC	XTOR3A =30W, 5000K, Carbon Bronze XTOR3A-N =30W, 3500K, Carbon Bronze XTOR3A-WT =30W, 5000K, Summit White XTOR3A-PC1 =30W, 5000K, Carbon Bronze, 120V PC

Quick Ship Ordering Information (Five-Days)

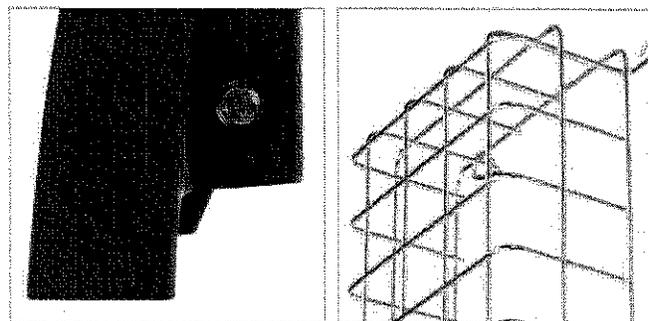
10W Series	20W Series	30W Series
XTOR1A-WT-PC1 =10W, 5000K, Summit White, 120V PC	XTOR2A-PC2 =20W, 5000K, Carbon Bronze, 277V PC XTOR2A-WT-PC1 =20W, 5000K, Summit White, 120V PC XTOR2A-WT-PC2 =20W, 5000K, Summit White, 277V PC XTOR2A-N-WT =20W, 3500K, Summit White XTOR2A-N-PC1 =20W, 3500K, Carbon Bronze, 120V PC XTOR2A-N-PC2 =20W, 3500K, Carbon Bronze, 277V PC XTOR2A-N-WT-PC1 =20W, 3500K, Summit White, 120V PC XTOR2A-N-WT-PC2 =20W, 3500K, Summit White, 277V PC	XTOR3A-PC2 =30W, 5000K, Carbon Bronze, 277V PC XTOR3A-WT-PC1 =30W, 5000K, Summit White, 120V PC XTOR3A-WT-PC2 =30W, 5000K, Summit White, 277V PC XTOR3A-N-WT =30W, 3500K, Summit White XTOR3A-N-PC1 =30W, 3500K, Carbon Bronze, 120V PC XTOR3A-N-PC2 =30W, 3500K, Carbon Bronze, 277V PC XTOR3A-N-WT-PC1 =30W, 3500K, Summit White, 120V PC XTOR3A-N-WT-PC2 =30W, 3500K, Summit White, 277V PC

NOTES: 1 120V only. XTOR1A not available in 3500K. 2 DesignLights™ Consortium qualified for wall mount applications (down mount only). Consult DesignLights™ Consortium website for other applications. 3 PC2 only available in 20W and 30W models. 4 PC1 and PC2 photocontrols are factory installed. PC2 not available on XTOR1A models. 5 Order WG/XTOR wire guard separately. 6 Specifications and dimensions subject to change without notice. Consult your Cooper Lighting Representative or visit our website at www.cooperlighting.com for available options, accessories and ordering information.

Dimensions



Options & Accessories



Photocontrol (PC1 or PC2)

Wire Guard (WG/XTOR)

Additional Information

Compliances		Technical Data (Electronic Driver)		Shipping Data (Approximate Net Weight)
UL and cUL Wet Location Listed	ARRA Compliant	40°C Ambient Temperature Rating	-40 / -30°C Minimum Temperature	10W and 20W - 3.7 lbs. (1.7 kgs.)
IP66 Ingress Protection Rated	ADA Compliant	External Supply Wiring 90°C Minimum	120V or 120-277V, 50/60 Hz	30W - 5.2 lbs. (2.36 kgs.)
LM79 / LM80 Compliant	RoHS Compliant			
DLC Qualified Models				



Scan this QR Code to learn more about Crosstour LED Wall Pack Luminaire.





Control System Summary

Project Specific Notes:

Franklin

AUG 1, 2012

City Development

Project Information

Project #: 159461
 Project Name: The Rock At Crystal Ridge
 Date: 07/27/12
 Project Engineer: Brad Hannon
 Sales Representative: Greg Smidt
 Control System Type: Control and Monitoring
 Communication Type: Digital Cellular
 Scan: 159461R
 Distribution Panel Location or ID: Baseball
 Total # of Distribution Panel Locations for Project: 1
 Design Voltage/Hertz/Phase: 480/60/3
 Control Voltage: 120

Equipment Listing

DESCRIPTION	APPROXIMATE SIZE	QTY	SIZE
1. Control and Monitoring Cabinet	24 X 72		
2. Control and Monitoring Cabinet	24 X 72		
3. Control and Monitoring Cabinet	24 X 72		
4. Control and Monitoring Cabinet	24 X 72		
5. Control and Monitoring Cabinet	24 X 72		
6. Control and Monitoring Cabinet	24 X 48		
Total Contactors		64	30 AMP
Total Off/On/Auto Switches:		12	

Materials Checklist

Contractor/Customer Supplied:

- A single control circuit must be supplied per distribution panel location.
 - If the control voltage is NOT available, a control transformer is required.
- Electrical distribution panel to provide overcurrent protection for circuits
 - Thermal/Magnetic circuit breaker sized per full load amps on Circuit Summary by Zone Chart
- Wiring:
 - Dedicated control power circuit
 - Power circuit to and from lighting contactors
 - Monitoring circuit from surge protection device to Control and Monitoring cabinet 1
 - Harnesses for cabinets at remote locations
 - Means of grounding, including lightning ground protection
- Electrical conduit wireway system
 - Entrance hubs rated NEMA 4: must be die-cast zinc, PVC, or copper-free die-cast aluminum
- Mounting hardware for cabinets
- Control circuit lock-on device to prevent unauthorized power interruption to control power
- Anti-corrosion compound to apply to ends of wire, if necessary

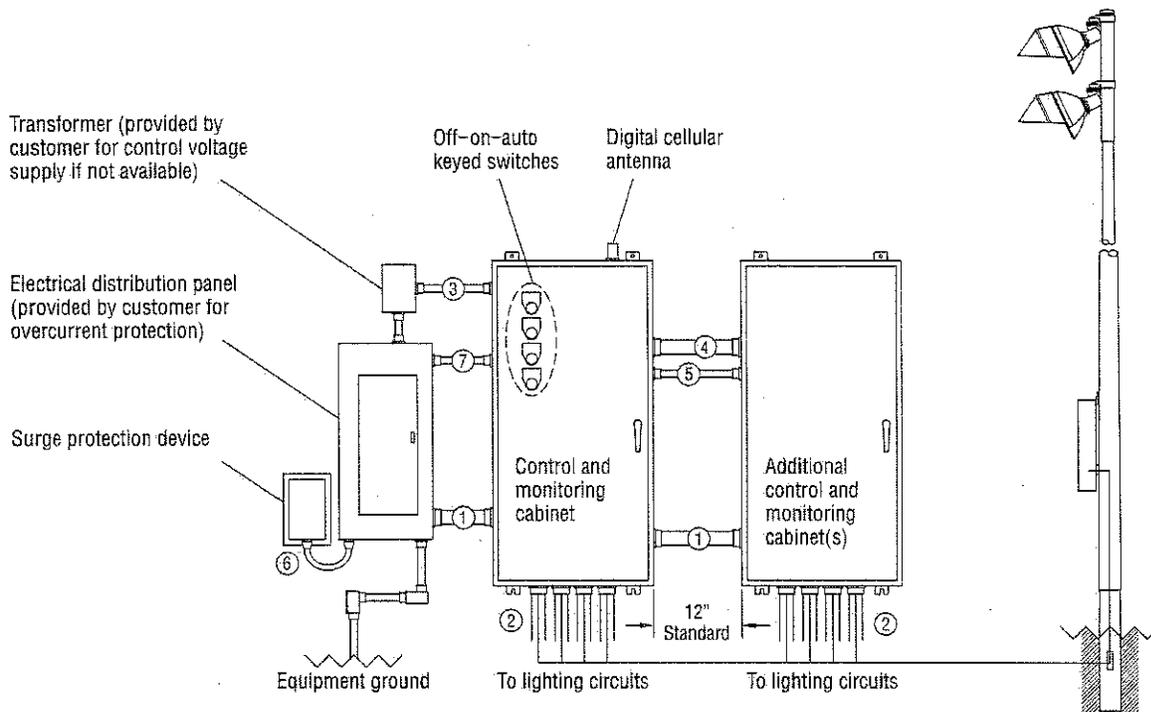
Call Control-Link Central(TM) operations center at 877/347-3319 to schedule activation of the control system upon completion of the installation. Note: Activation may take up to 1 1/2 hours

IMPORTANT NOTES

1. Please confirm that the design voltage listed above is accurate for this facility. Design voltage/phase is defined as the voltage/phase being connected and utilized at each lighting pole's ballast enclosure disconnect. Inaccurate design voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole. When a 3 phase design is used Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit. All contactors are UL 100% rated for the published continuous load. All contactors are 3 pole.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. A single control circuit must be supplied per control system.
6. Size overcurrent devices using the full load amps column of the Circuit Summary By Zone chart. Minimum power factor is 0.9.

NOTE: Refer to Installation Instructions for more details on equipment information and the installation requirements

Control-Link. Control and Monitoring System – Digital Cellular



Wire	Description	# of Wires	Typ. Wire Size (AWG)	Max. Wire Length (FT)	Wire from Musco	Notes
1	Line power to contactors, and equipment grounding conductor	Note A	Note B	27	No	A - E
2	Load power to lighting circuits	Note A	Note B	N/A	No	A - D
3	Control power (dedicated, 20A)	3	12	N/A	No	C, D
4	Control harnesses	--	--	8*	Yes*	C, D
5	Communication cable (RS - 485)	1	--	8*	Yes*	C, D
6	Surge protection device to distribution panel	--	--	N/A	Yes	F
7	Surge protection device monitoring	3	14	N/A	Yes	C, D, F

- Notes:
- A. Voltage and phasing per the notes on cover page.
 - B. Calculate per load and voltage drop.
 - C. Minimum conduit diameter.
 - a. Wire 4 requires 2" (for connector ends to pass through).
 - b. Wire 5 requires 1" (for connector ends to pass through).
 - c. All other conduit diameters should be per code.
 - D. Refer to control and monitoring system installation instructions for more details on equipment information and the installation requirements.
 - E. Contact Musco if maximum wire length from circuit breaker to contactor exceeds value in chart.
 - F. Refer to surge protection device installation instructions for more details on equipment information and the installation requirements.

IMPORTANT: Communication wire (5) must be in separate conduit from any AC power wiring (1, 2, 3, 4, 6, 7). Control (3, 4) and monitoring (7) wire must be in separate conduit from line and load power wiring (1, 2).

*Musco supplied wire harnesses are provided in standard 8-foot lengths.



Control System Summary

The Rock At Crystal Ridge / 159461 - 159461R
Baseball - Page 3 of 7

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Form: T-5030-1

SWITCHING SCHEDULE

Field Type	Zones	Zone Description
Baseball-Softball	1	Field 1
Baseball-Softball	2	Field 2
Baseball-Softball	3	Field 3
Baseball-Softball	4	Field 4
Baseball-Softball	5	Field 5
Baseball-Softball	6	Field 6
Baseball-Softball	7	Field 7
Baseball-Softball	8	Field 8
Baseball-Softball	9	Field 9
Baseball-Softball	10	Field 10
Baseball-Softball	11	Field 11
Baseball-Softball	12	Field 12

CONTROL POWER CONSUMPTION	
120V Single Phase	
VA loading of Musco Supplied Equipment	INRUSH: 15910.0
	SEALED: 1894.0

BALLAST SPECIFICATIONS	VOLTAGE: 480v THREE PHASE						
.90 Minimum Power Factor							
BALLAST OPERATING VOLTAGE	208	220	240	277	347	380	480
1500 Watt Metal Halide Lamp Operating line amperage per fixture- maximum	8.6	7.7	7.5	6.5	5.1	0.0	3.7
1000 Watt Metal Halide Lamp Operating line amperage per fixture- maximum	6.5	5.8	5.8	4.9	4.0	0.0	2.9

CIRCUIT SUMMARY BY ZONE

POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR ID	ZONE
A1	Field 1	3	7.4	30	C1	1
A2	Field 1	3	7.4	30	C2	1
B1	Field 1	9	22.2	30	C3	1
B2	Field 1	9	22.2	30	C4	1
C1	Field 1	5	14.8	30	C5	1
C2	Field 1	5	14.8	30	C6	1
A3	Field 2	3	7.4	30	C7	2
A4	Field 2	3	7.4	30	C8	2
B2	Field 2	9	22.2	30	C9	2
B3	Field 2	9	22.2	30	C10	2
C3	Field 2	5	14.8	30	C11	2
C4	Field 2	5	14.8	30	C12	2
A4	Field 3	3	7.4	30	C13	3
A5	Field 3	3	7.4	30	C14	3
B3	Field 3	9	22.2	30	C15	3
B4	Field 3	9	22.2	30	C16	3
C5	Field 3	5	14.8	30	C17	3
C6	Field 3	5	14.8	30	C18	3
A1	Field 4	3	7.4	30	C19	4
A6	Field 4	3	7.4	30	C20	4
B1	Field 4	9	22.2	30	C21	4
B4	Field 4	9	22.2	30	C22	4
C7	Field 4	5	14.8	30	C23	4

CONTINUED ON NEXT PAGE



Control System Summary

The Rock At Crystal Ridge / 159461 - 159461R
Baseball - Page 4 of 7

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Form: T-5030-1

CIRCUIT SUMMARY BY ZONE						
POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR ID	ZONE
C8	Field 4	5	14.8	30	C24	4
A7	Field 5	3	7.4	30	C25	5
A8	Field 5	3	7.4	30	C26	5
B5	Field 5	6	14.8	30	C27	5
B6	Field 5	6	14.8	30	C28	5
A8	Field 6	3	7.4	30	C29	6
A9	Field 6	3	7.4	30	C30	6
B7	Field 6	6	14.8	30	C31	6
B8	Field 6	6	14.8	30	C32	6
A10	Field 7	3	7.4	30	C33	7
A11	Field 7	3	7.4	30	C34	7
B10	Field 7	6	14.8	30	C35	7
B9	Field 7	6	14.8	30	C36	7
A11	Field 8	3	7.4	30	C37	8
A12	Field 8	3	7.4	30	C38	8
B11	Field 8	6	14.8	30	C39	8
B12	Field 8	6	14.8	30	C40	8
A13	Field 9	3	7.4	30	C41	9
A14	Field 9	3	7.4	30	C42	9
B13	Field 9	7	18.5	30	C43	9
B14	Field 9	7	18.5	30	C44	9
C10	Field 9	5	14.8	30	C45	9
C9	Field 9	5	14.8	30	C46	9
A14	Field 10	3	7.4	30	C47	10
A17	Field 10	3	7.4	30	C48	10
B14	Field 10	7	18.5	30	C49	10
B17	Field 10	7	18.5	30	C50	10
C11	Field 10	5	14.8	30	C51	10
C12	Field 10	5	14.8	30	C52	10
A17	Field 11	3	7.4	30	C53	11
A18	Field 11	3	7.4	30	C54	11
B17	Field 11	7	18.5	30	C55	11
B18	Field 11	7	18.5	30	C56	11
C13	Field 11	5	14.8	30	C57	11
C14	Field 11	5	14.8	30	C58	11
A13	Field 12	3	7.4	30	C59	12
A18	Field 12	3	7.4	30	C60	12
B13	Field 12	7	18.5	30	C61	12
B18	Field 12	7	18.5	30	C62	12
C15	Field 12	5	14.8	30	C63	12
C16	Field 12	5	14.8	30	C64	12



Control System Summary

The Rock At Crystal Ridge / 159461 - 159461R
Baseball - Page 5 of 7

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Form: T-5030-1

PANEL SUMMARY						
CABINET #	CONTROL MODULE LOCATION	CONTACTOR ID	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID (BY OTHERS)	CIRCUIT BREAKER POSITION (BY OTHERS)
1	1	C1	Pole A1	7.40		
1	1	C2	Pole A2	7.40		
1	1	C3	Pole B1	22.20		
1	1	C4	Pole B2	22.20		
1	1	C5	Pole C1	14.80		
1	1	C6	Pole C2	14.80		
1	1	C7	Pole A3	7.40		
1	1	C8	Pole A4	7.40		
1	1	C9	Pole B2	22.20		
1	1	C10	Pole B3	22.20		
1	1	C11	Pole C3	14.80		
1	1	C12	Pole C4	14.80		
2	1	C13	Pole A4	7.40		
2	1	C14	Pole A5	7.40		
2	1	C15	Pole B3	22.20		
2	1	C16	Pole B4	22.20		
2	1	C17	Pole C5	14.80		
2	1	C18	Pole C6	14.80		
2	1	C19	Pole A1	7.40		
2	1	C20	Pole A6	7.40		
2	1	C21	Pole B1	22.20		
2	1	C22	Pole B4	22.20		
2	1	C23	Pole C7	14.80		
2	1	C24	Pole C8	14.80		
3	1	C25	Pole A7	7.40		
3	1	C26	Pole A8	7.40		
3	1	C27	Pole B5	14.80		
3	1	C28	Pole B6	14.80		
3	1	C29	Pole A8	7.40		
3	1	C30	Pole A9	7.40		
3	1	C31	Pole B7	14.80		
3	1	C32	Pole B8	14.80		
3	1	C33	Pole A10	7.40		
3	1	C34	Pole A11	7.40		
3	1	C35	Pole B10	14.80		
3	1	C36	Pole B9	14.80		
4	2	C37	Pole A11	7.40		
4	2	C38	Pole A12	7.40		
4	2	C39	Pole B11	14.80		
4	2	C40	Pole B12	14.80		
4	2	C41	Pole A13	7.40		
4	2	C42	Pole A14	7.40		
4	2	C43	Pole B13	18.50		
4	2	C44	Pole B14	18.50		
4	2	C45	Pole C10	14.80		
4	2	C46	Pole C9	14.80		
4	2	C47	Pole A14	7.40		
4	2	C48	Pole A17	7.40		

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Control System Summary

The Rock At Crystal Ridge / 159461 - 159461R
Baseball - Page 6 of 7

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Form: T-5030-1

PANEL SUMMARY						
CABINET #	CONTROL MODULE LOCATION	CONTACTOR ID	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID (BY OTHERS)	CIRCUIT BREAKER POSITION (BY OTHERS)
5	2	C49	Pole B14	18.50		
5	2	C50	Pole B17	18.50		
5	2	C51	Pole C11	14.80		
5	2	C52	Pole C12	14.80		
5	2	C53	Pole A17	7.40		
5	2	C54	Pole A18	7.40		
5	2	C55	Pole B17	18.50		
5	2	C56	Pole B18	18.50		
5	2	C57	Pole C13	14.80		
5	2	C58	Pole C14	14.80		
5	2	C59	Pole A13	7.40		
5	2	C60	Pole A18	7.40		
6	2	C61	Pole B13	18.50		
6	2	C62	Pole B18	18.50		
6	2	C63	Pole C15	14.80		
6	2	C64	Pole C16	14.80		

ZONE SCHEDULE				
ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	CIRCUIT DESCRIPTION	
			POLE ID	CONTACTOR ID
Zone 1	1	Field 1	A1	C1
			A2	C2
			B1	C3
			B2	C4
			C1	C5
			C2	C6
Zone 2	2	Field 2	A3	C7
			A4	C8
			B2	C9
			B3	C10
			C3	C11
			C4	C12
Zone 3	3	Field 3	A4	C13
			A5	C14
			B3	C15
			B4	C16
			C5	C17
			C6	C18
Zone 4	4	Field 4	A1	C19
			A6	C20
			B1	C21
			B4	C22
			C7	C23
			C8	C24
Zone 5	5	Field 5	A7	C25

CONTINUED ON NEXT PAGE



Control System Summary

The Rock At Crystal Ridge / 159461 - 159461R
Baseball - Page 7 of 7

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Form: T-5030-1

ZONE SCHEDULE				
ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	CIRCUIT DESCRIPTION	
			POLE ID	CONTACTOR ID
Zone 5	5	Field 5	A8	C26
			B5	C27
			B6	C28
Zone 6	6	Field 6	A8	C29
			A9	C30
			B7	C31
			B8	C32
Zone 7	7	Field 7	A10	C33
			A11	C34
			B10	C35
			B9	C36
Zone 8	1	Field 8	A11	C37
			A12	C38
			B11	C39
			B12	C40
Zone 9	2	Field 9	A13	C41
			A14	C42
			B13	C43
			B14	C44
			C10	C45
			C9	C46
Zone 10	3	Field 10	A14	C47
			A17	C48
			B14	C49
			B17	C50
			C11	C51
			C12	C52
Zone 11	4	Field 11	A17	C53
			A18	C54
			B17	C55
			B18	C56
			C13	C57
			C14	C58
Zone 12	5	Field 12	A13	C59
			A18	C60
			B13	C61
			B18	C62
			C15	C63
			C16	C64



MY PROJECT
 Name: The Rock At Crystal Ridge
 Location: Franklin, WI

GRID SUMMARY
 Name: Field 1
 Size: 320'x320'x320' - basepath 60'
 Spacing: 20.0' x 20.0'
 Height: 3.0' above grade

CONSTANT ILLUMINATION SUMMARY

	HORIZONTAL FOOTCANDLES	
	Infield	Outfield
Guaranteed Average:	50.3	31.4
Scan Average:	50.3	31.4
Maximum:	62	47
Minimum:	35	20
Avg / Min:	1.45	1.61
Max / Min:	1.77	2.42
UG (adjacent pts):	1.31	1.58
CV:	0.14	0.22
No. of Points:	25	209

LUMINAIRE INFORMATION

Luminaire Type: Green Generation
 Rated Lamp Life: 5,000 hours
 Avg Lumens / Lamp: 134,000
 Avg Lamp TIK Factor: 1.000
 No. of Luminaires: 34
 Avg KW: 53.18 (57.8 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN
 By: Brad Hannon
 File # / Date: 159461R
 27-Jul-12

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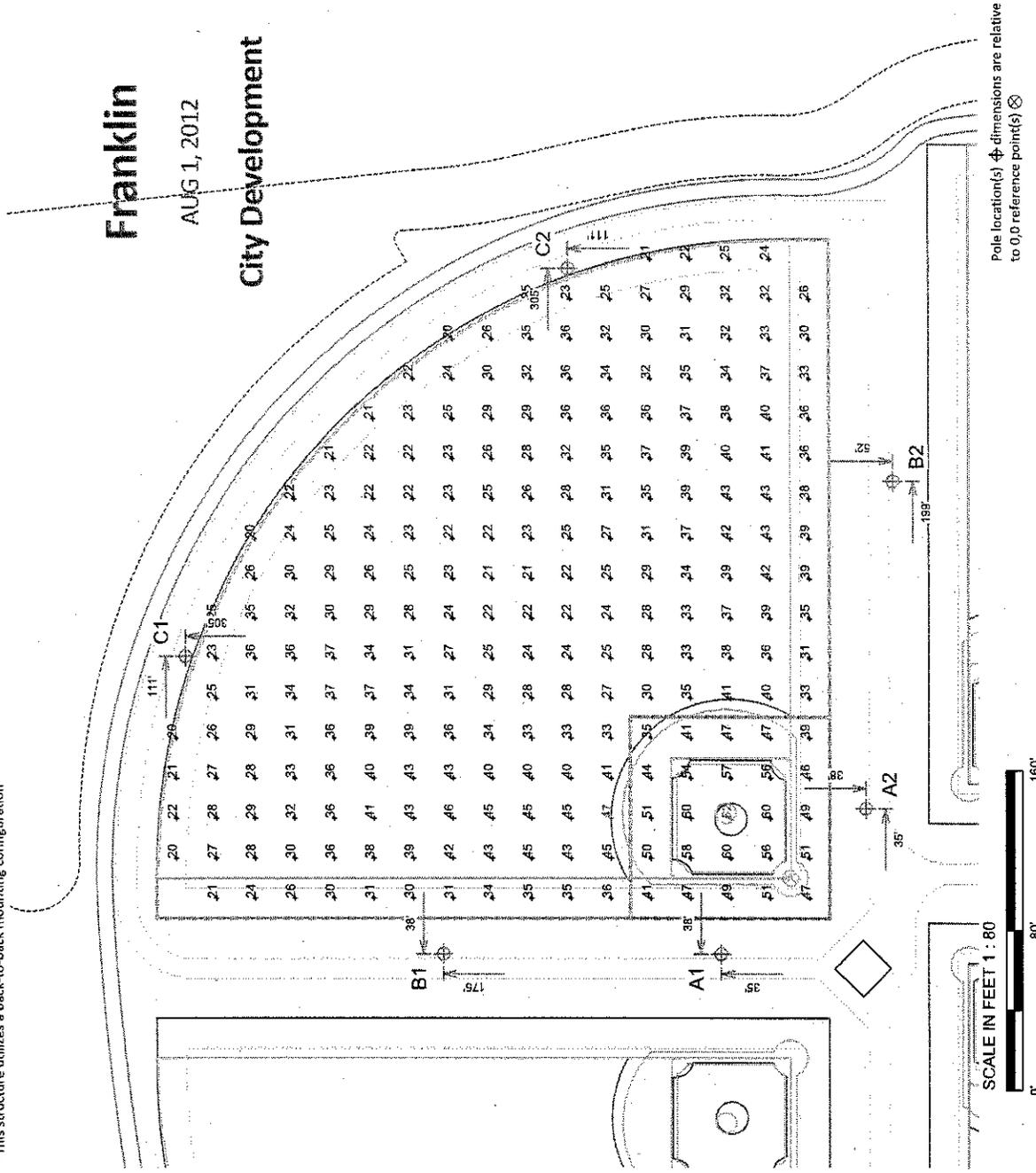
ILLUMINATION SUMMARY

Franklin
 AUG 1, 2012
 City Development

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires		
					LAMP TYPE	QTY / POLE	THIS GRID
1	A1	60'	-	1500W MZ	3/3*	3	
1	A2	60'	-	1500W MZ	3	0	
2	B1-B2	70'	-	1500W MZ	9/9*	9	
2	C1-C2	60'	-	1500W MZ	5	0	
6	TOTALS						21

* This structure utilizes a back-to-back mounting configuration





MY PROJECT

Name: The Rock At Crystal Ridge
Location: Franklin, WI

GRID SUMMARY

Name: Field 2
Size: 320'x320'/320' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

CONSTANT ILLUMINATION

SUBSUMMARY	HORIZONTAL FOOT CANDLES	
	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	50.6	30.7
Maximum:	60	46
Minimum:	37	19
Avg / Min:	1.37	1.61
Max / Min:	1.64	2.45
UG (adjacent pts):	1.25	1.55
CV:	0.13	0.21
No. of Points:	25	209

LUMINAIRE INFORMATION	
Luminaire Type:	Green Generation
Rated Lamp Life:	5,000 hours
Avg Lumens / Lamp:	134,000
Avg Lamp Tilt Factor:	1.000
No. of Luminaires:	34
Avg KW:	53.18 (57.8 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

By: Brad Hannon
File # / Date: 159461R 27-Jul-12

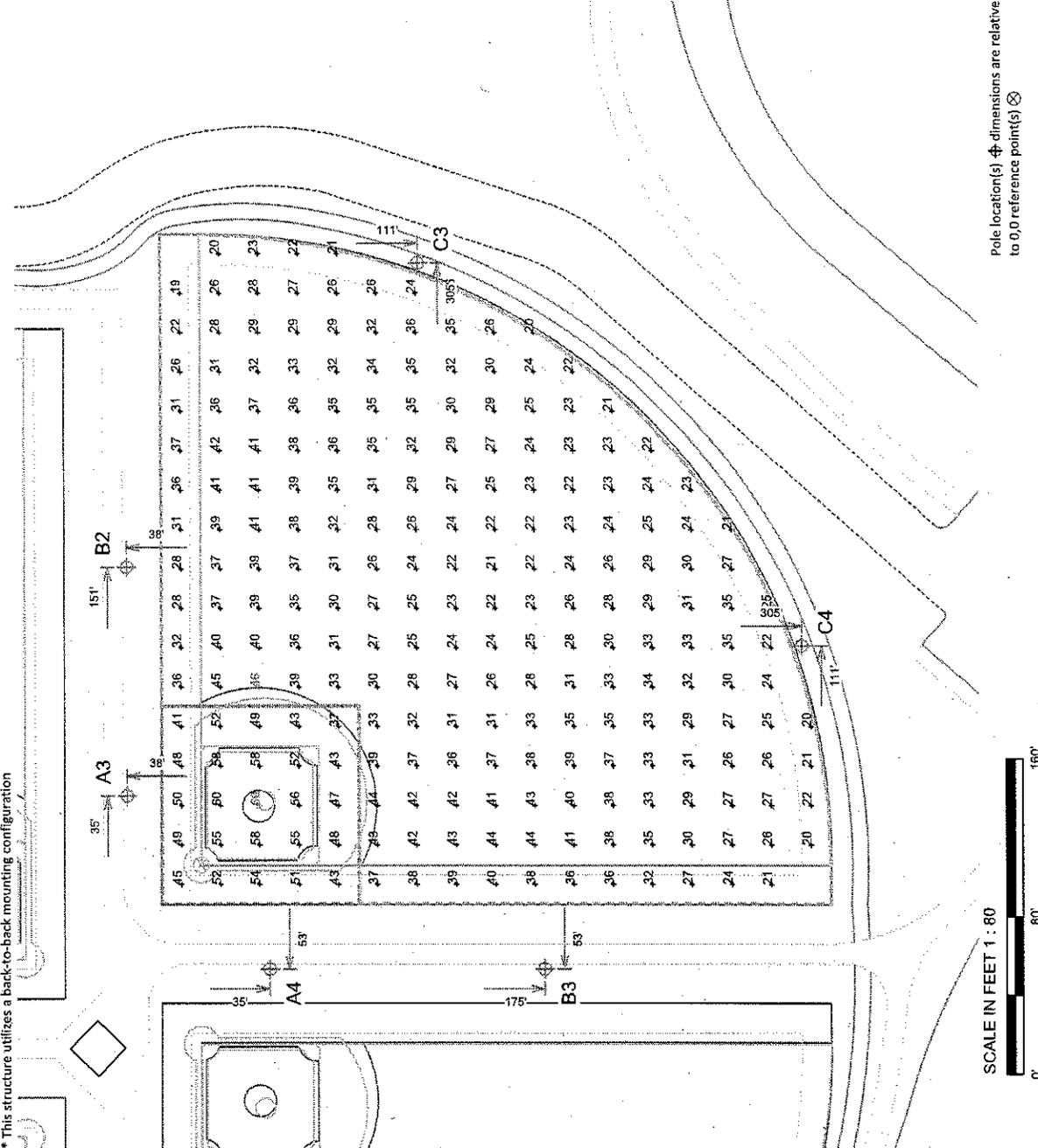
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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

QTY	Pole		Luminaires		OTHER GRIDS
	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	
1	A3	60'	-	1500W MZ	3
1	A4	60'	-	1500W MZ	3
2	B2-B3	70'	-	1500W MZ	9/9*
2	C3-C4	60'	-	1500W MZ	5
6	TOTALS				55
					34
					21

* This structure utilizes a back-to-back mounting configuration



Pole location(s) with dimensions are relative to 0,0 reference point(s)



EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	Pole		Luminaires		OTHER	
		SIZE	GRADE ELEVATION	LAMP TYPE	QTY / POLE	GRID	GRIDS
1	A4	60'	-	1500W MZ	3/3*	3	3
1	A5	60'	-	1500W MZ	3	3	0
1	B3	70'	-	1500W MZ	9/9*	9	9
1	B4	70'	-	1500W MZ	9/9*	9	9
2	C5-C6	60'	-	1500W MZ	5	5	0
6	TOTALS				55	34	21

* This structure utilizes a back-to-back mounting configuration

MY PROJECT

Name: The Rock At Crystal Ridge
Location: Franklin, WI

GRID SUMMARY

Name: Field 3
Size: 320'/320'/320' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

CONSTANT ILLUMINATION

SUMMARY	HORIZONTAL FOOTCANDLES	
	Infield	Outfield
Guaranteed Average:	50.5	30
Scan Average:	50.5	31.4
Maximum:	62	46
Minimum:	35	20
Avg / Min:	1.43	1.61
Max / Min:	1.76	2.37
UG (adjacent pts):	1.28	1.58
CV:	0.15	0.22
No. of Points:	25	209

LUMINAIRE INFORMATION	
Luminaire Type:	Green Generation
Rated Lamp Life:	5,000 hours
Avg Lumens / Lamp:	134,000
Avg Lamp Tilt Factor:	1.000
No. of Luminaires:	34
Avg KW:	53.18 (57.8 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

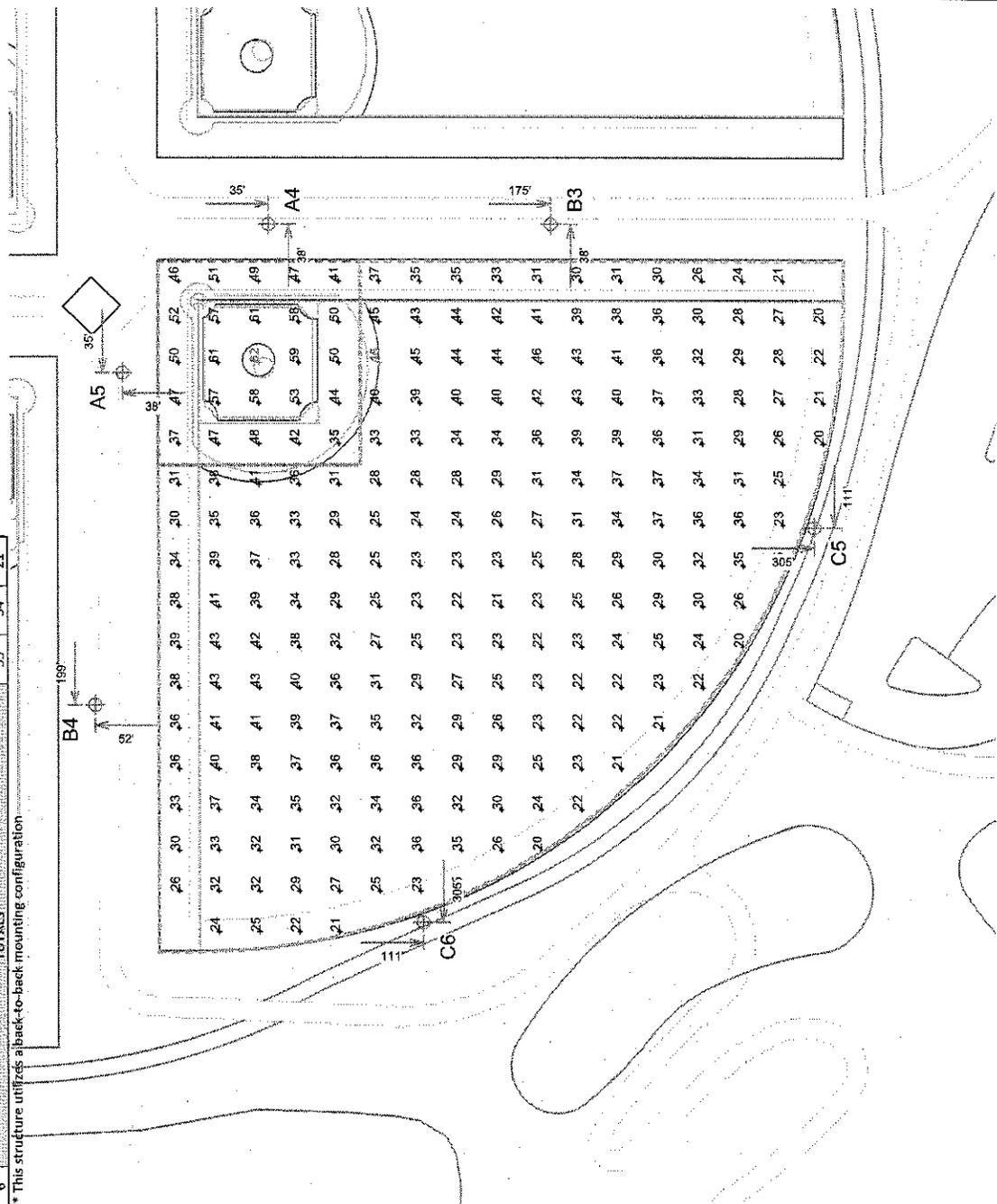
Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

By: Brad Hannon
File # / Date: 159461R 27-Jul-12

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ILLUMINATION SUMMARY



Pole location(s) with dimensions are relative to 0,0 reference point(s)

SCALE IN FEET 1 : 80





EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SEE	Pole		MOUNTING HEIGHT	Luminaires		OTHER GRID
			GRADE ELEVATION	POLE HEIGHT		LAMP TYPE	QTY/POLE	
1	A1	60'	-	60'	1500W MZ	3/3*	3	3
1	A6	60'	-	60'	1500W MZ	3	3	0
1	B1	70'	-	70'	1500W MZ	9/9*	9	9
1	B4	70'	-	70'	1500W MZ	9/9*	9	9
2	C7-C8	60'	-	60'	1500W MZ	5	5	0
6	TOTALS					55	34	21

* This structure utilizes a back-to-back mounting configuration

MY PROJECT

Name: The Rock At Crystal Ridge
Location: Franklin, WI

GRID SUMMARY

Name: Field 4
Size: 320'x320' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

CONSTANT ILLUMINATION

SUMMARY	HORIZONTAL FOOTCANDLES	
	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	50.4	30.8
Maximum:	61	45
Minimum:	36	19
Avg / Min:	1.41	1.64
Max / Min:	1.70	2.42
UG (adjacent pts):	1.23	1.57
CV:	0.13	0.22
No. of Points:	25	209

LUMINAIRE INFORMATION
Luminaire Type: Green Generation
Rated Lamp Life: 5,000 hours
Avg Lumens / Lamp: 134,000
Avg Lamp Tilt Factor: 1.000
No. of Luminaires: 34
Avg KW: 53.18 (57.8 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

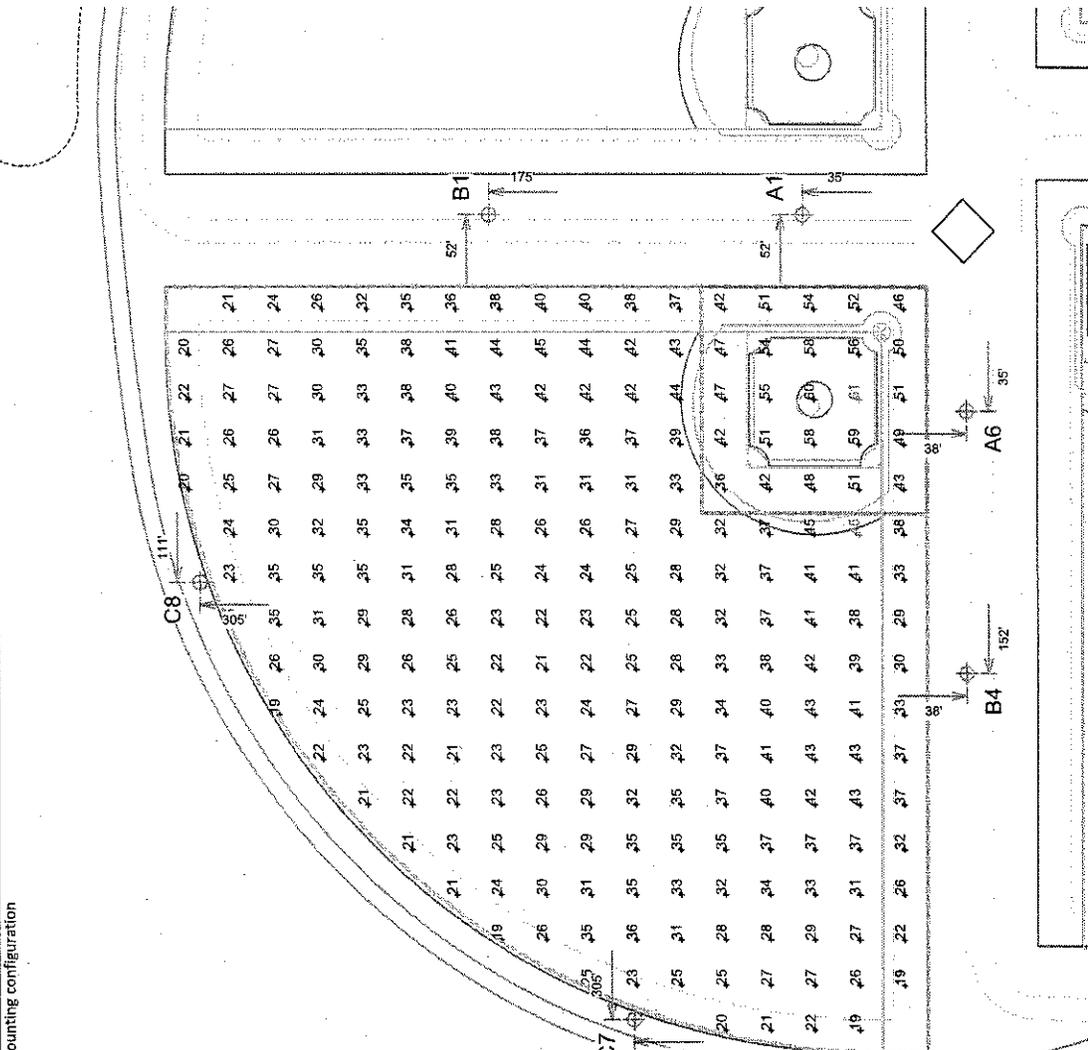
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

By: Brad Hannon
File # / Date: 159461R 27-Jul-12

SCALE IN FEET 1 : 80



Pole location(s) with dimensions are relative to 0,0 reference point(s)

ILLUMINATION SUMMARY

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MY PROJECT

Name: The Rock At Crystal Ridge
Location: Franklin, WI

GRID SUMMARY

Name: Field 5
Size: 205'207'205' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

CONSTANT ILLUMINATION

SUMMARY		HORIZONTAL FOOTCANDLES	
	Infield	Outfield	
Guaranteed Average:	50.1	30	34.1
Scan Average:	64		48
Maximum:	33		20
Minimum:	1.54		1.72
Avg / Min:	1.97		2.42
UG (adjacent pts):	1.35		1.46
CV:	0.18		0.23
No. of Points:	25		77

LUMINAIRE INFORMATION	
Luminaire Type:	Green Generation
Rated Lamp Life:	5,000 hours
Avg Lumens / Lamp:	134,000
Avg Lamp Tilt Factor:	1.000
No. of Luminaires:	18
Avg KW:	28.15 (30.6 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

By: Brad Hannon
File # / Date: 159461R 27-Jul-12

Pole location(s) with dimensions are relative to 0,0 reference point(s)

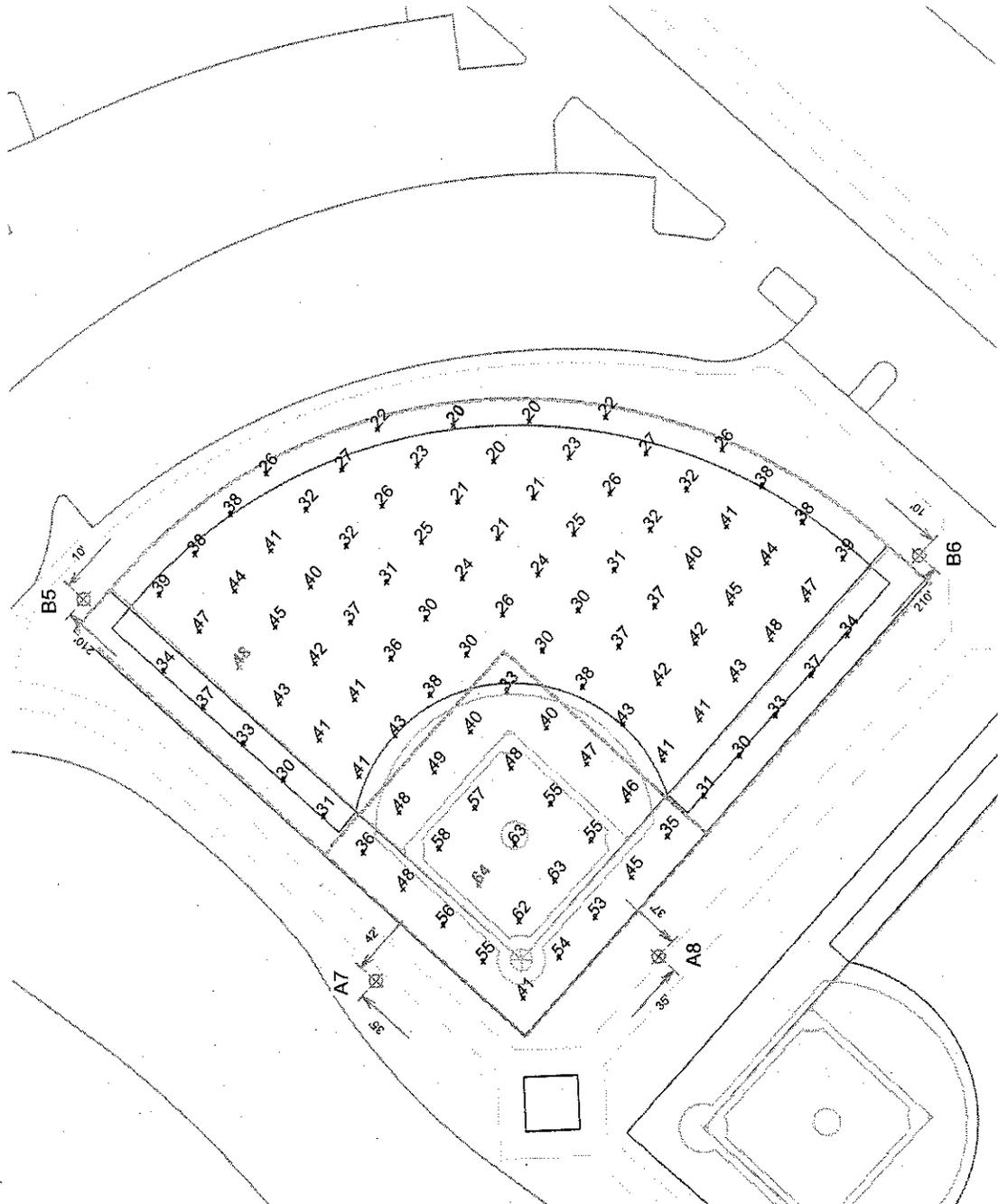
SCALE IN FEET 1 : 60



EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires				
					LAMP TYPE	QTY/ POLE	OTHER GRID		
1	A7	60'		60'	1500W/MZ	3	3		
1	A8	60'		60'	1500W/MZ	3/3*	3		
2	B5-B6	60'		60'	1500W/MZ	6	6		
4	TOTALS							21	18

* This structure utilizes a back-to-back mounting configuration



ILLUMINATION SUMMARY

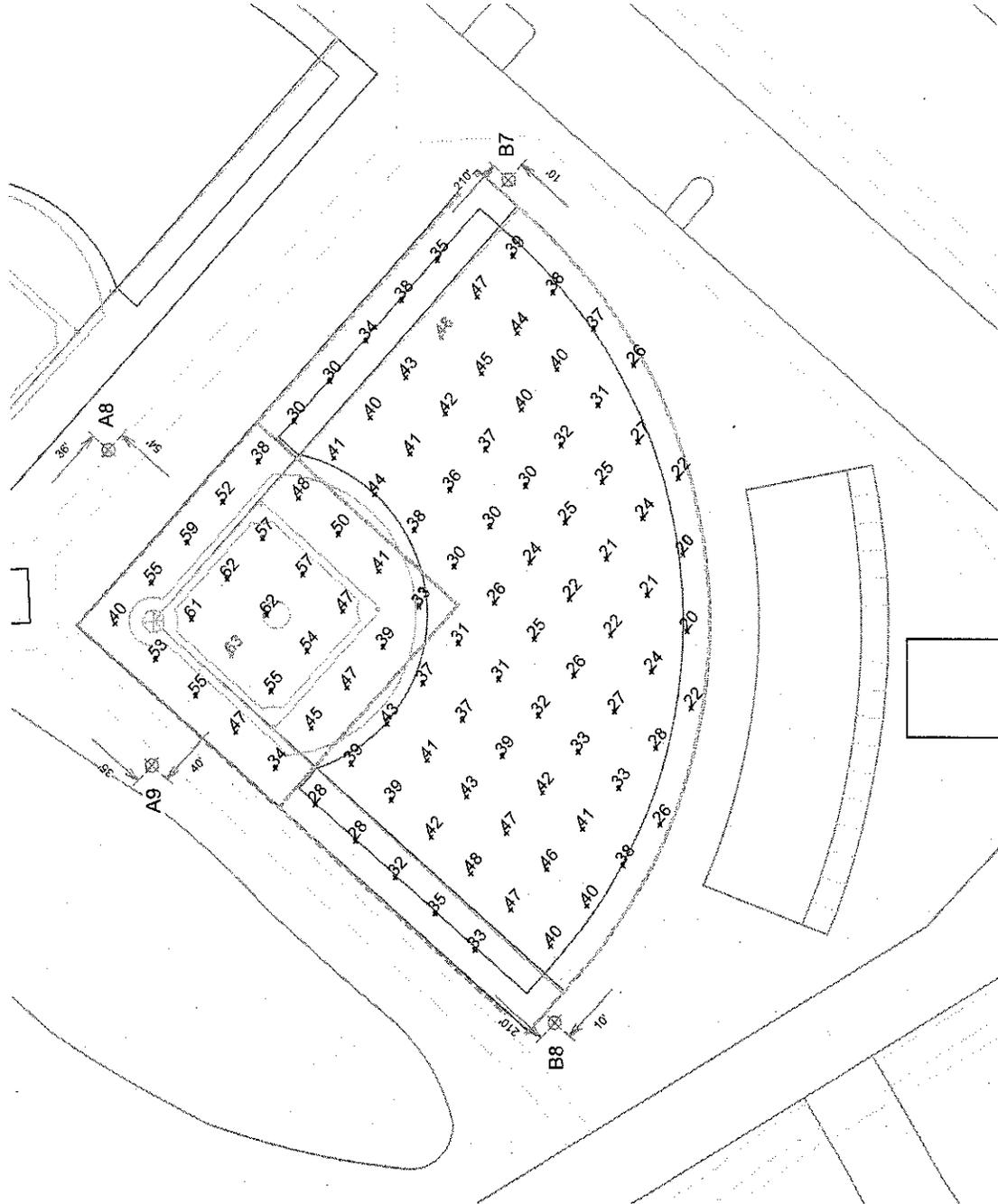
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EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires				
					LAMP TYPE	POLE GRID	OTHER GRIDS		
1	A8	60'	-	1500W MZ	3/3*	3	3		
1	A9	60'	-	1500W MZ	3	3	0		
2	B7-B8	60'	-	1500W MZ	6	6	0		
TOTALS							21	18	3

* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 60



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

MY PROJECT
 Name: The Rock At Crystal Ridge
 Location: Franklin, WI

GRID SUMMARY
 Name: Field 6
 Size: 205'/207'/205' - basepath 60'
 Spacing: 20.0' x 20.0'
 Height: 3.0' above grade

CONSTANT ILLUMINATION SUMMARY

	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	50.1	34.1
Maximum:	63	48
Minimum:	33	20
Avg / Min:	1.51	1.73
Max / Min:	1.90	2.43
UG (adjacent pts):	1.39	1.45
CV:	0.18	0.23
No. of Points:	25	77

LUMINAIRE INFORMATION

Luminaire Type:	Green Generation
Rated Lamp Life:	5,000 hours
Avg Lumens / Lamp:	134,000
Avg Lamp Tilt Factor:	1.000
No. of Luminaires:	18
Avg KW:	28.15 (30.6 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN
 By: Brad Hannon
 File # / Date: 159461R 27-Jul-12

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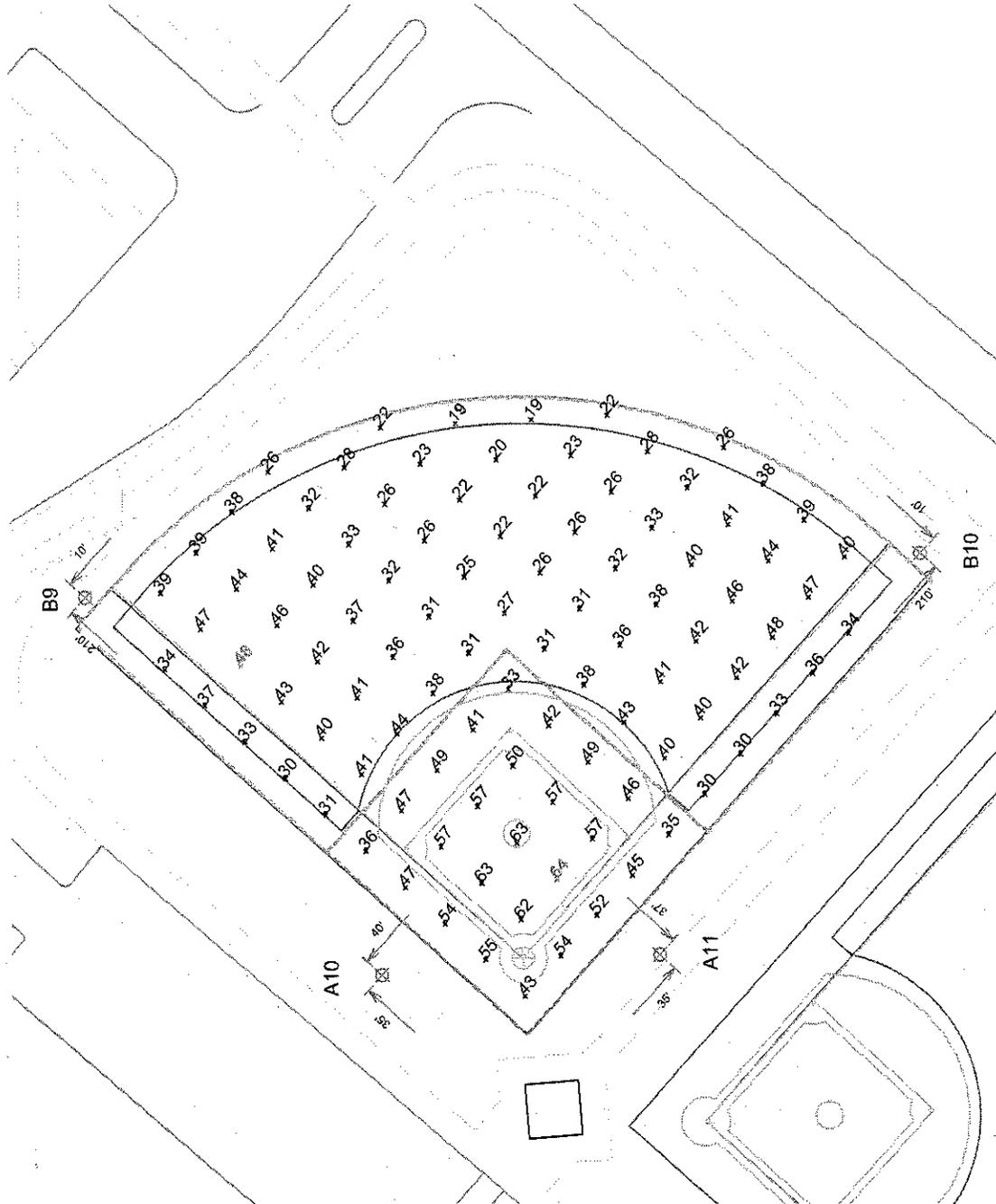
ILLUMINATION SUMMARY



EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	Pole		MOUNTING HEIGHT	Luminaires		
		SIZE	GRADE ELEVATION		LAMP TYPE	THIS GRID	OTHER GRIDS
1	A10	60'	-	60'	1500W MZ	3	0
1	A11	60'	-	60'	1500W MZ	3/3*	3
2	B10, B9	60'	-	60'	1500W MZ	6	0
4	TOTALS					21	18

* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 60



Pole location(s) ⓧ dimensions are relative to 0,0 reference point(s) ⊗

MY PROJECT

Name: The Rock At Crystal Ridge
Location: Franklin, WI

GRID SUMMARY

Name: Field 7
Size: 205' / 207' / 205' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

CONSTANT ILLUMINATION

SUMMARY	HORIZONTAL FOOTCANDLES	
	Infield	Outfield
Guaranteed Average:	50.3	34.3
Scan Average:	64	48
Maximum:	33	19
Minimum:	1.51	1.78
Avg / Min:	1.91	2.47
Max / Min:	1.33	1.46
UG (adjacent pts):	0.18	0.23
CV:	0.18	0.23
No. of Points:	25	77

LUMINAIRE INFORMATION

Luminaire Type: Green Generation
Rated Lamp Life: 5,000 hours
Avg Lumens / Lamp: 134,000
Avg Lamp Tilt Factor: 1.000
No. of Luminaires: 18
Avg KW: 28.15 (30.6 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

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ILLUMINATION SUMMARY



MY PROJECT

Name: The Rock At Crystal Ridge
Location: Franklin, WI

GRID SUMMARY

Name: Field B
Size: 205'x207' / 205' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

CONSTANT ILLUMINATION

SUMMARY	HORIZONTAL FOOTCANDLES	
	Infield	Outfield
Guaranteed Average:	50.1	34.0
Scan Average:	63	48
Maximum:	34	19
Avg / Min:	1.46	1.75
Max / Min:	1.86	2.46
UG (adjacent pts):	1.41	1.45
CV:	0.18	0.23
No. of Points:	25	77

LUMINAIRE INFORMATION

Luminaire Type: Green Generation
Rated Lamp Life: 5,000 hours
Avg Lumens / Lamp: 134,000
Avg Lamp Tilt Factor: 1.000
No. of Luminaires: 18
Avg KW: 28.15 (30.6 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

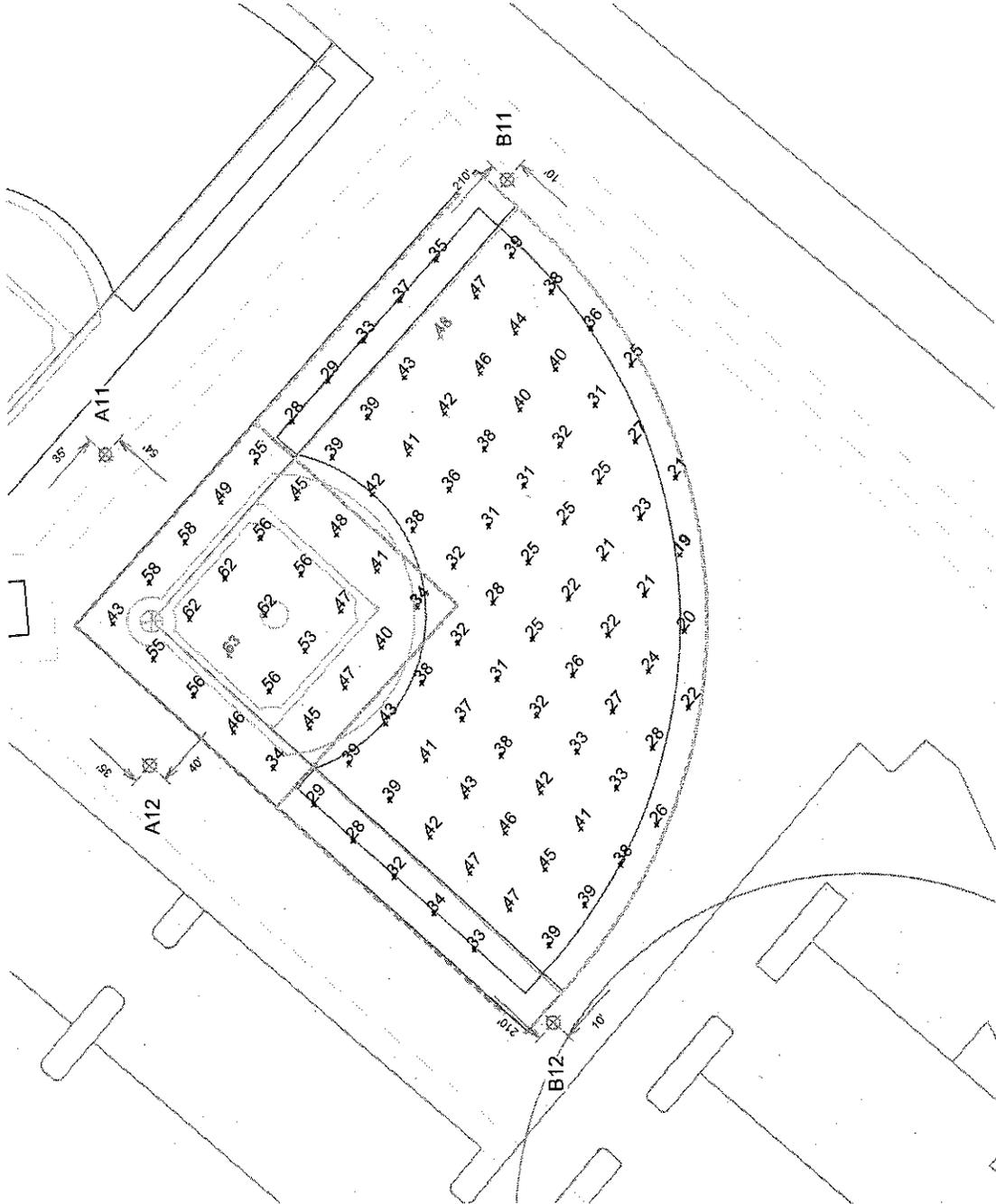
By: Brad Hannon
File # / Date: 159461R 27-Jul-12

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires			
					LAMP TYPE	QTY / POLE	THIS GRID	
1	A11	60'	-	60'	1500W MZ	3/3*	3	
1	A12	60'	-	60'	1500W MZ	3	0	
2	B11-B12	60'	-	60'	1500W MZ	6	0	
4	TOTALS						21	18

* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 60

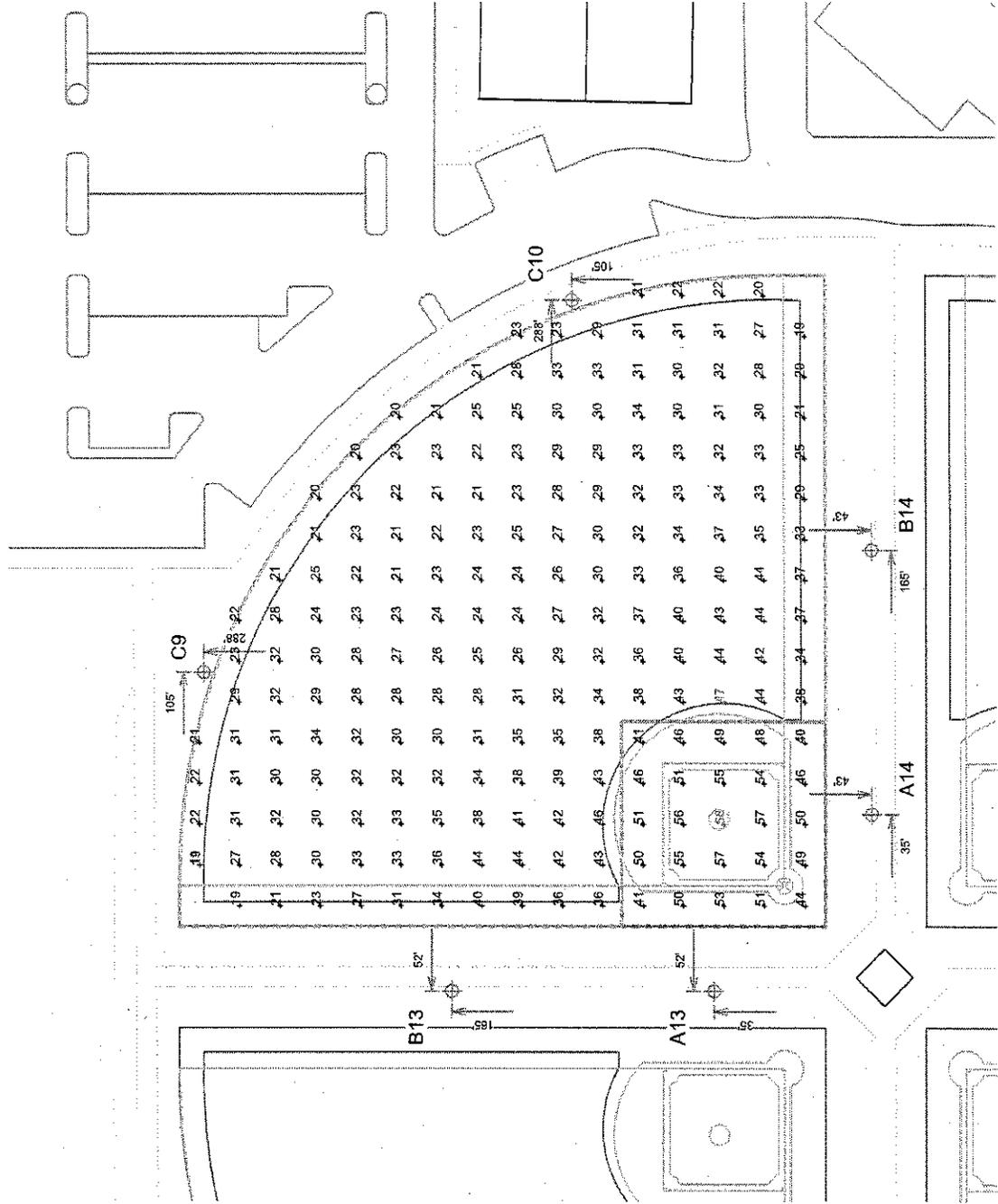




EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	GRADE ELEVATION	Pole		Luminaires		OTHER GRIDS		
				MOUNTING HEIGHT	POLE GRID	LAMP TYPE	THIS GRID			
2	A13-A14	60'	-	1500W MZ	3/3*	3	3	3		
2	B13-B14	70'	-	1500W MZ	7/7*	7	7	7		
2	C10, C9	60'	-	1500W MZ	5	5	5	0		
6	TOTALS							50	30	20

* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 80



Pole location(s) ϕ dimensions are relative to 0,0 reference point(s) \otimes

MY PROJECT

Name: The Rock At Crystal Ridge
Location: Franklin, WI

GRID SUMMARY

Name: Field 9
Size: 300'x300' / 300' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

CONSTANT ILLUMINATION

SUMMARY	HORIZONTAL FOOT CANDLES	
	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	50.1	30.1
Maximum:	58	47
Minimum:	40	19
Avg / Min:	1.25	1.59
Max / Min:	1.45	2.45
UG (adjacent pts):	1.22	1.46
CV:	0.10	0.22
No. of Points:	25	183

LUMINAIRE INFORMATION

Luminaire Type: Green Generation
Rated Lamp Life: 5,000 hours
Avg Lumens / Lamp: 134,000
Avg Lamp Tilt Factor: 1.000
No. of Luminaires: 30
Avg KW: 46.92 (51.0 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

By: Brad Hannon
File # / Date: 159461R 27-Jul-12

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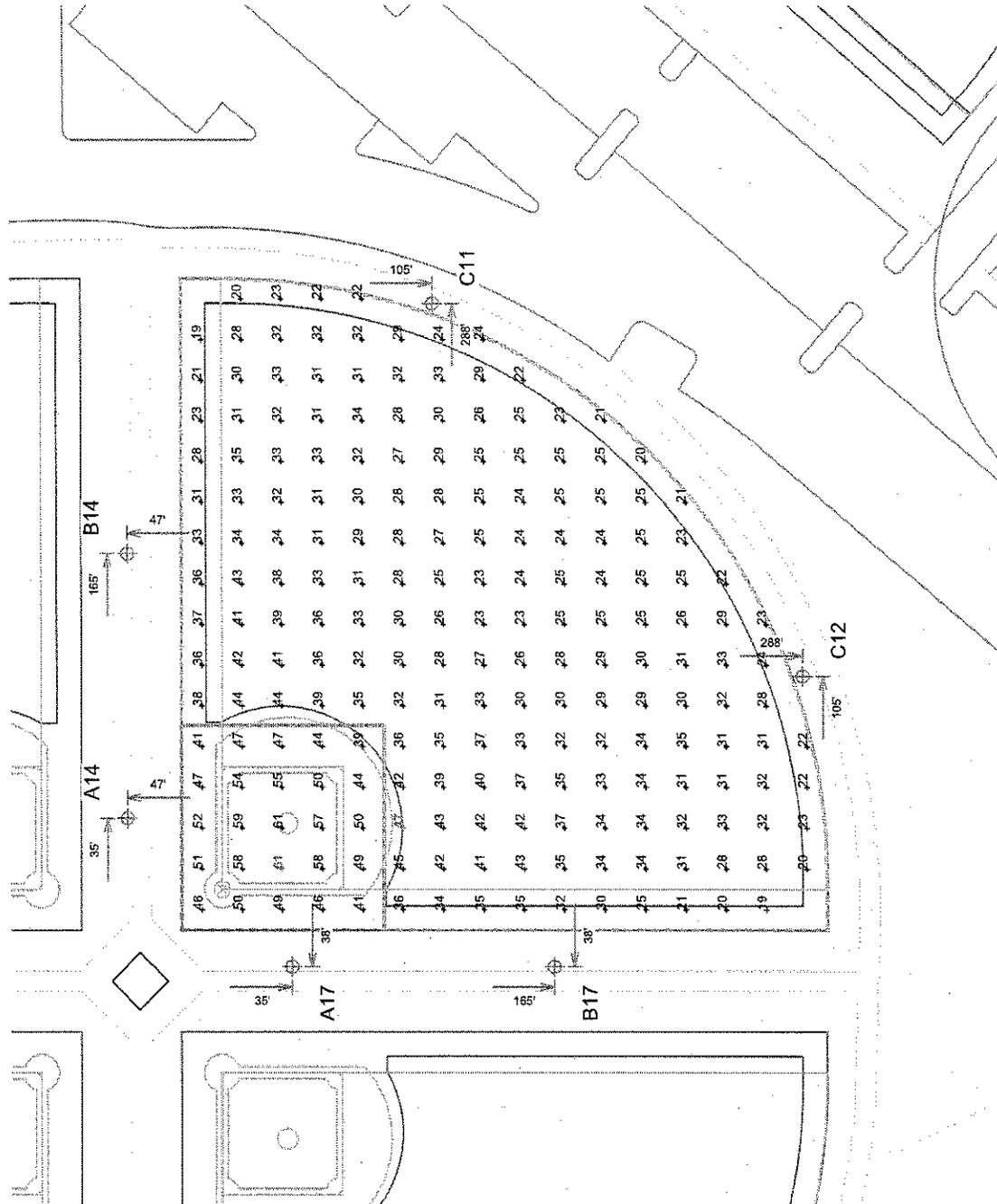
ILLUMINATION SUMMARY



EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	GRADE ELEVATION	Luminaires			
				MOUNTING HEIGHT	LAMP TYPE	QTY / POLE	THIS GRID / OTHER GRIDS
2	A14, A17	60'	-	60'	1500W MZ	3/3*	3 / 3
2	B14, B17	70'	-	70'	1500W MZ	7/7*	7 / 7
2	C11-C12	60'	-	60'	1500W MZ	5 / 5	5 / 0
6	TOTALS					50 / 30	20 / 20

* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 80



Pole location(s) with dimensions are relative to 0,0 reference point(s)

MY PROJECT

Name: The Rock At Crystal Ridge
Location: Franklin, WI

GRID SUMMARY

Name: Field 10
Size: 300'x302'x300' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

CONSTANT ILLUMINATION

SUMMARY	HORIZONTAL FOOTCANDLES	
	Infield	Outfield
Guaranteed Average:	50.4	30.3
Scan Average:	61	47
Maximum:	39	19
Avg / Min:	1.28	1.58
Max / Min:	1.56	2.45
UG Adjacent pts:	1.25	1.45
CV:	0.13	0.20
No. of points:	25	183

LUMINAIRE INFORMATION
Luminaire Type: Green Generation
Rated Lamp Life: 5,000 hours
Avg Lumens / Lamp: 134,000
Avg Lamp Tilt Factor: 1.000
No. of Luminaires: 30
Avg KW: 46.92 (51.0 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

By: Brad Hammon
File # / Date: 159461R

27-Jul-12

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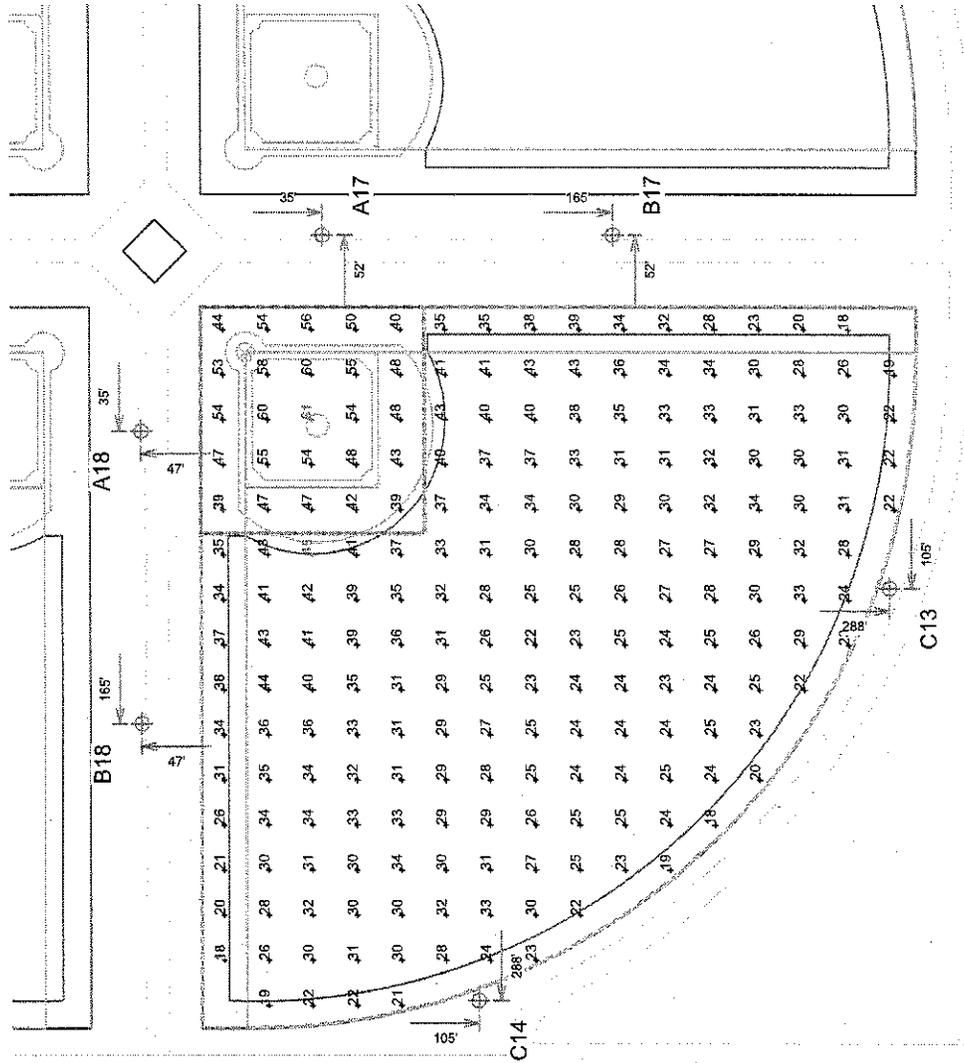
ILLUMINATION SUMMARY



EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIZE	GRADE ELEVATION	Luminaires				
				POLE	THIS GRID	OTHER GRIDS		
2	A17-A18	60'	-	1500W MZ	3/3*	3	3	
2	B17-B18	70'	-	1500W MZ	7/7*	7	7	
2	C13-C14	60'	-	1500W MZ	5	5	0	
6	TOTALS					50	30	20

* This structure utilizes a back-to-back mounting configuration



MY PROJECT

Name: The Rock At Crystal Ridge
Location: Franklin, WI

GRID SUMMARY

Name: Field 11
Size: 300'x302'x300' - basepath 60'
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

CONSTANT ILLUMINATION SUMMARY

Guaranteed Average:	HORIZONTAL FOOTCANDLES	
	Infield	Outfield
Scan Average:	50.2	30.1
Maximum:	61	45
Minimum:	39	18
Avg / Min:	1.29	1.65
Max / Min:	1.56	2.45
UG (adjacent pis):	1.26	1.44
CV:	0.13	0.20
No. of Points:	25	183

LUMINAIRE INFORMATION

Luminaire Type: Green Generation
Rated Lamp Life: 5,000 hours
Avg Lumens / Lamp: 134,000
Avg Lamp Tilt Factor: 1.000
No. of Luminaires: 30
Avg KW: 46.92 (51.0 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

By: Brad Hannon
File # / Date: 159461R 27-Jul-12

Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗

SCALE IN FEET 1 : 80





EQUIPMENT LIST FOR AREAS SHOWN

CITY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires		
					LAMP TYPE	QTY/ POLE	THIS GRID/ OTHER GRIDS
2	A13, A18	60'	-	1500W MZ	3/3*	3	3
2	B13, B18	70'	-	1500W MZ	7/7*	7	7
2	C15-C16	60'	-	1500W MZ	5	5	0
6	TOTALS				50	30	20

* This structure utilizes a back-to-back mounting configuration

MY PROJECT
 Name: The Rock At Crystal Ridge
 Location: Franklin, WI

GRID SUMMARY
 Name: Field 12
 Size: 300'/302'/300' - basepath 60'
 Spacing: 20.0' x 20.0'
 Height: 3.0' above grade

CONSTANT ILLUMINATION SUMMARY

Guaranteed Average:	HORIZONTAL FOOTCANDLES	
	Infield	Outfield
Scan Average:	50.6	30.3
Maximum:	62	48
Minimum:	40	20
Avg / Mft:	1.25	1.53
Max / Min:	1.52	2.40
UG (adjacent pts):	1.25	1.46
CV:	0.12	0.21
No. of Points:	25	183

LUMINAIRE INFORMATION

Luminaire Type: Green Generation
 Rated Lamp Life: 5,000 hours
 Avg Lumens / Lamp: 134,000
 Avg Lamp Tilt Factor: 1.000
 No. of Luminaires: 30
 Avg KW: 46.92 (51.0 max)

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

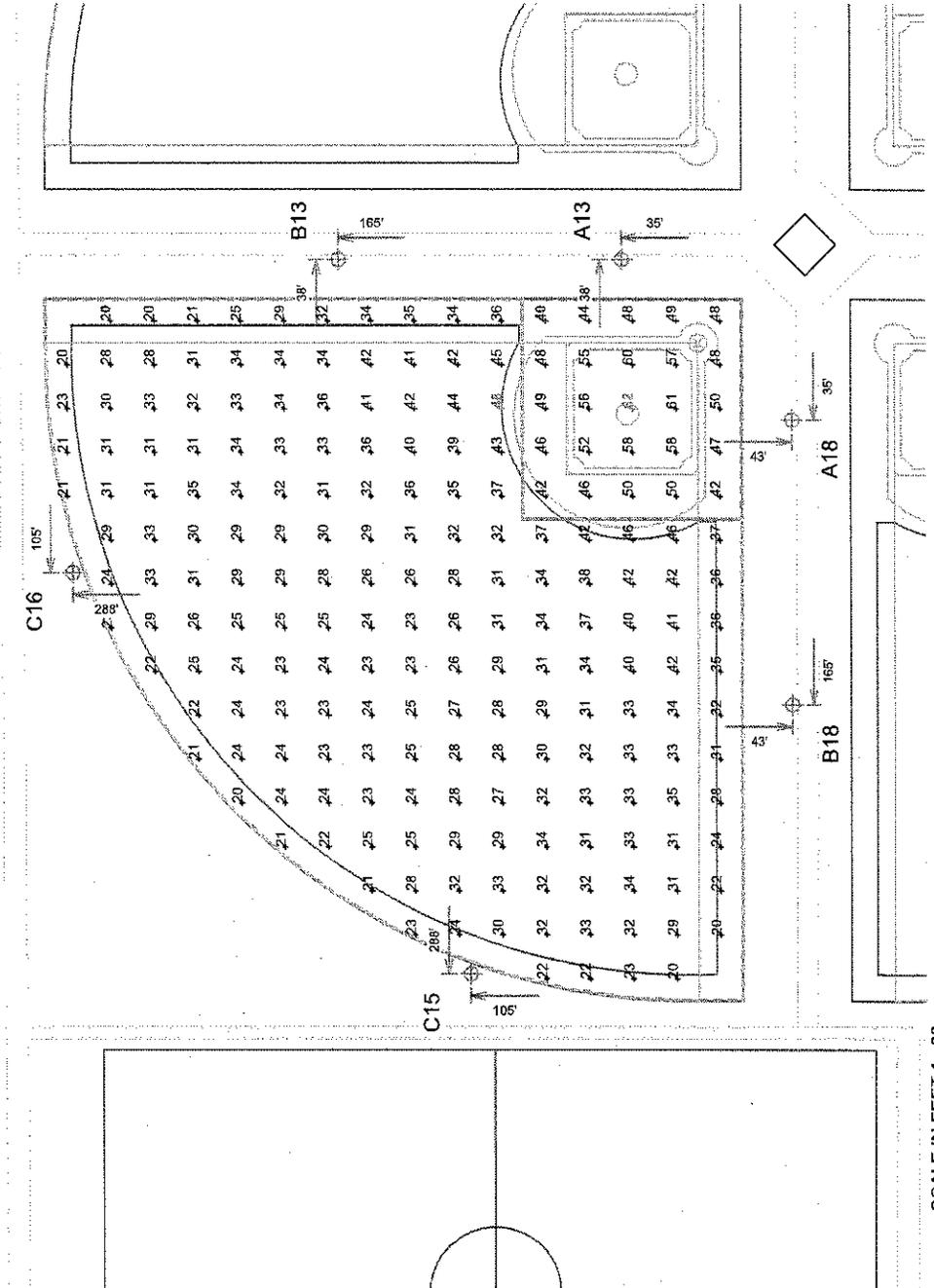
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN
 By: Brad Hannon
 File # / Date: 159461R
 27-Jul-12

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ILLUMINATION SUMMARY



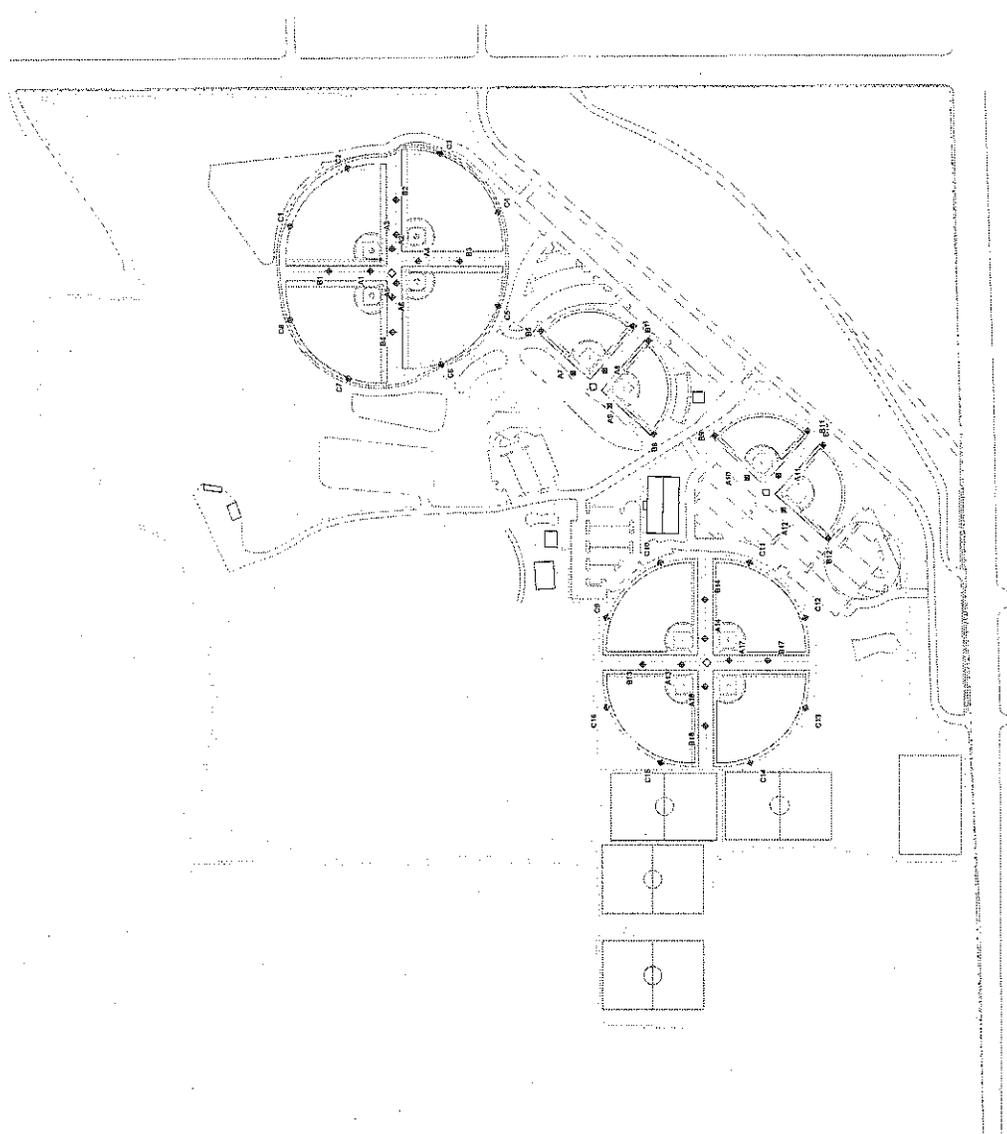
Pole location(s) with dimensions are relative to 0,0 reference point(s)

SCALE IN FEET 1 : 80



PROJECT INFORMATION	
Project Name	...
Client	...
Location	...
Phase	...
DATE	
Issue Date	...
Revision	...
REVISIONS	
No.	Description
1	...
2	...
3	...
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Information provided is for informational purposes only. It is not intended to be used for any other purpose. The user assumes all responsibility for the use of this information. The user agrees to hold Musco Lighting Inc. harmless for any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or from the use of this information, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of Musco Lighting Inc. or its employees, agents, or representatives. This disclaimer applies to all users of this information, whether or not they are registered users of this information. This disclaimer is part of the terms and conditions of use of this information. By using this information, the user agrees to accept these terms and conditions. If the user does not agree to these terms and conditions, the user should not use this information. Musco Lighting Inc. is not responsible for any claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or from the use of this information, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of Musco Lighting Inc. or its employees, agents, or representatives. This disclaimer applies to all users of this information, whether or not they are registered users of this information. This disclaimer is part of the terms and conditions of use of this information. By using this information, the user agrees to accept these terms and conditions. If the user does not agree to these terms and conditions, the user should not use this information.



PROJECT INFORMATION	
Project Name	...
Client	...
Location	...
Phase	...
DATE	
Issue Date	...
Revision	...
REVISIONS	
No.	Description
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SCALE: 1/8" = 1'-0"

ILLUMINATION SUMMARY

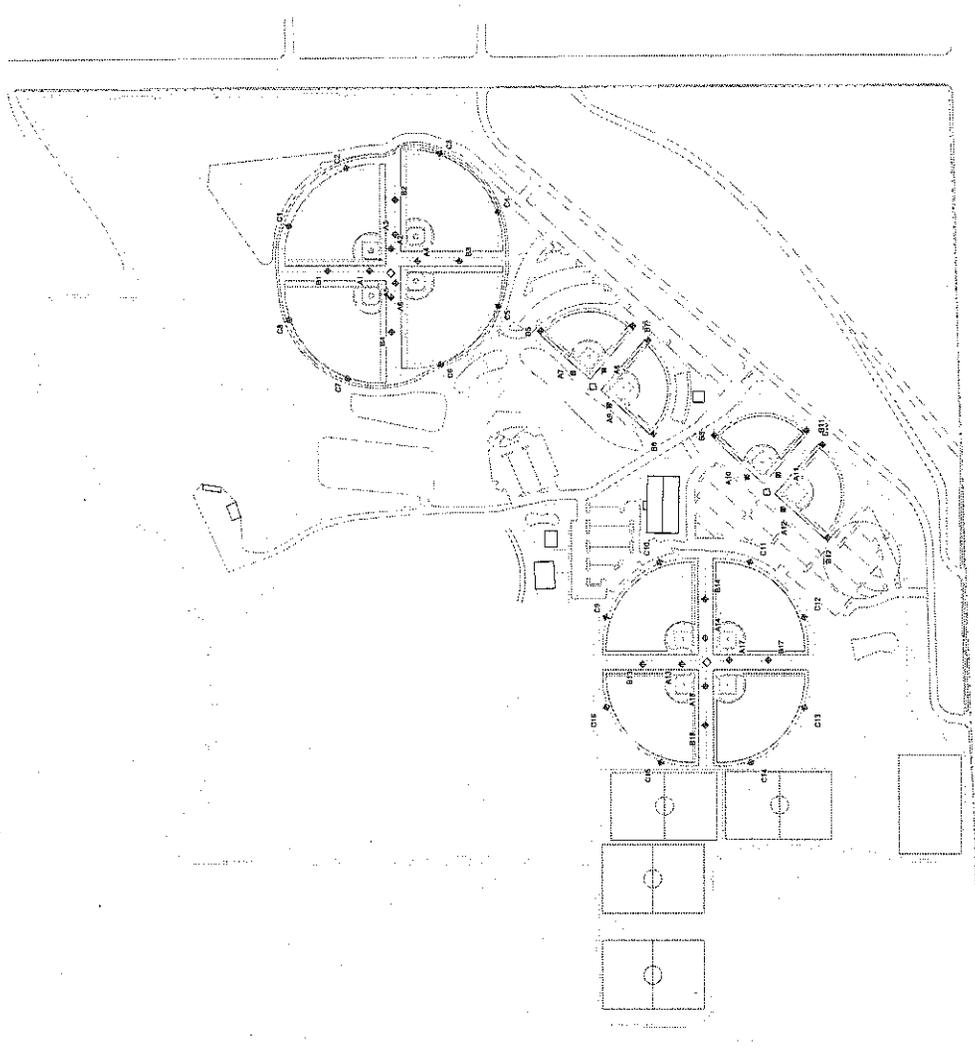
For details, see drawings and notes.
 in foot-candles (fc)



PROJECT INFORMATION	
Project Name:	THE MUSEUM OF MODERN ARTS
Client:	THE MUSEUM OF MODERN ARTS
Address:	1100 FIFTH AVENUE, NEW YORK, NY 10017
Contract No.:	100-100-100-100
Revision:	1
DATE: 10/15/00	
BY: [Signature]	
CHECKED BY: [Signature]	
APPROVED BY: [Signature]	

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
7. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.
8. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
10. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.



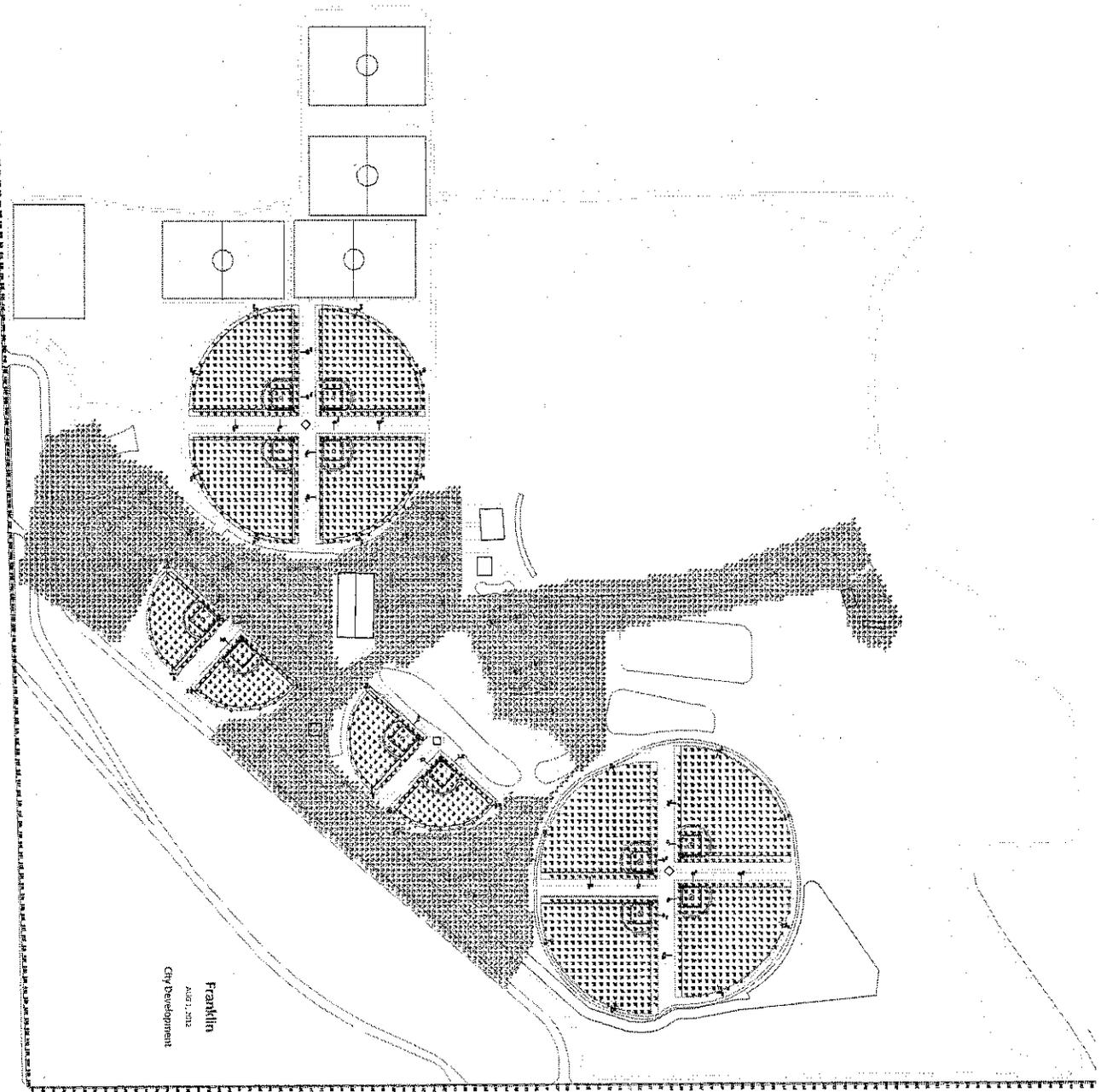
NO.	DESCRIPTION	DATE	BY
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2	ISSUED FOR CONSTRUCTION	10/15/00	[Signature]
3	ISSUED FOR CORRECTIONS	10/15/00	[Signature]
4	ISSUED FOR AS-BUILT	10/15/00	[Signature]

PROJECT INFORMATION	
Project Name:	THE MUSEUM OF MODERN ARTS
Client:	THE MUSEUM OF MODERN ARTS
Address:	1100 FIFTH AVENUE, NEW YORK, NY 10017
Contract No.:	100-100-100-100
Revision:	1
DATE: 10/15/00	
BY: [Signature]	
CHECKED BY: [Signature]	
APPROVED BY: [Signature]	

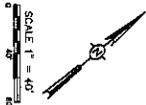
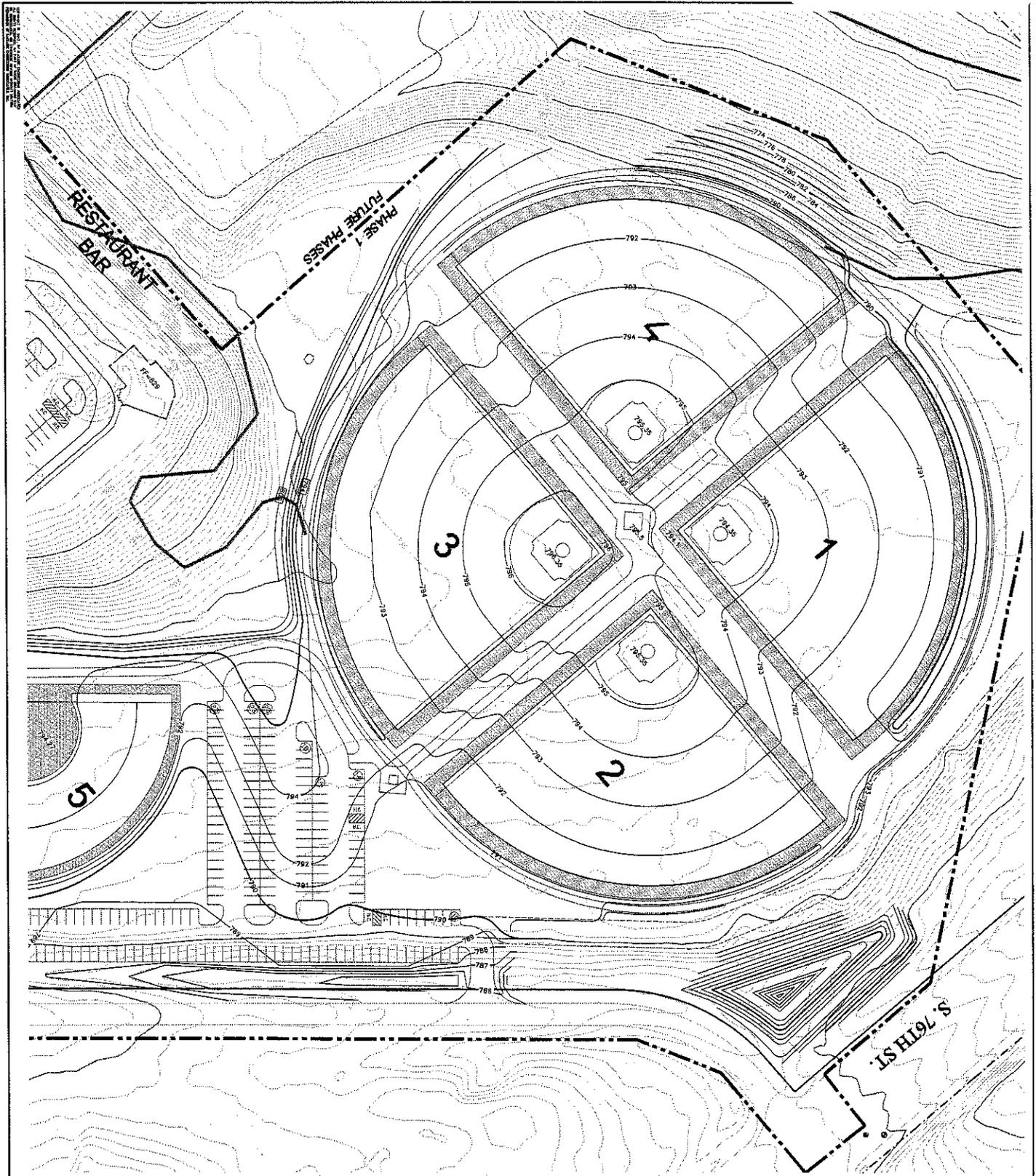
GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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10. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

SCALE: 1/8" = 1'-0"



Franklin
AUGUST 2012
City Development



Franklin
 3003 N.W. 11th St.
 Fort Lauderdale, FL 33309



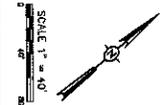
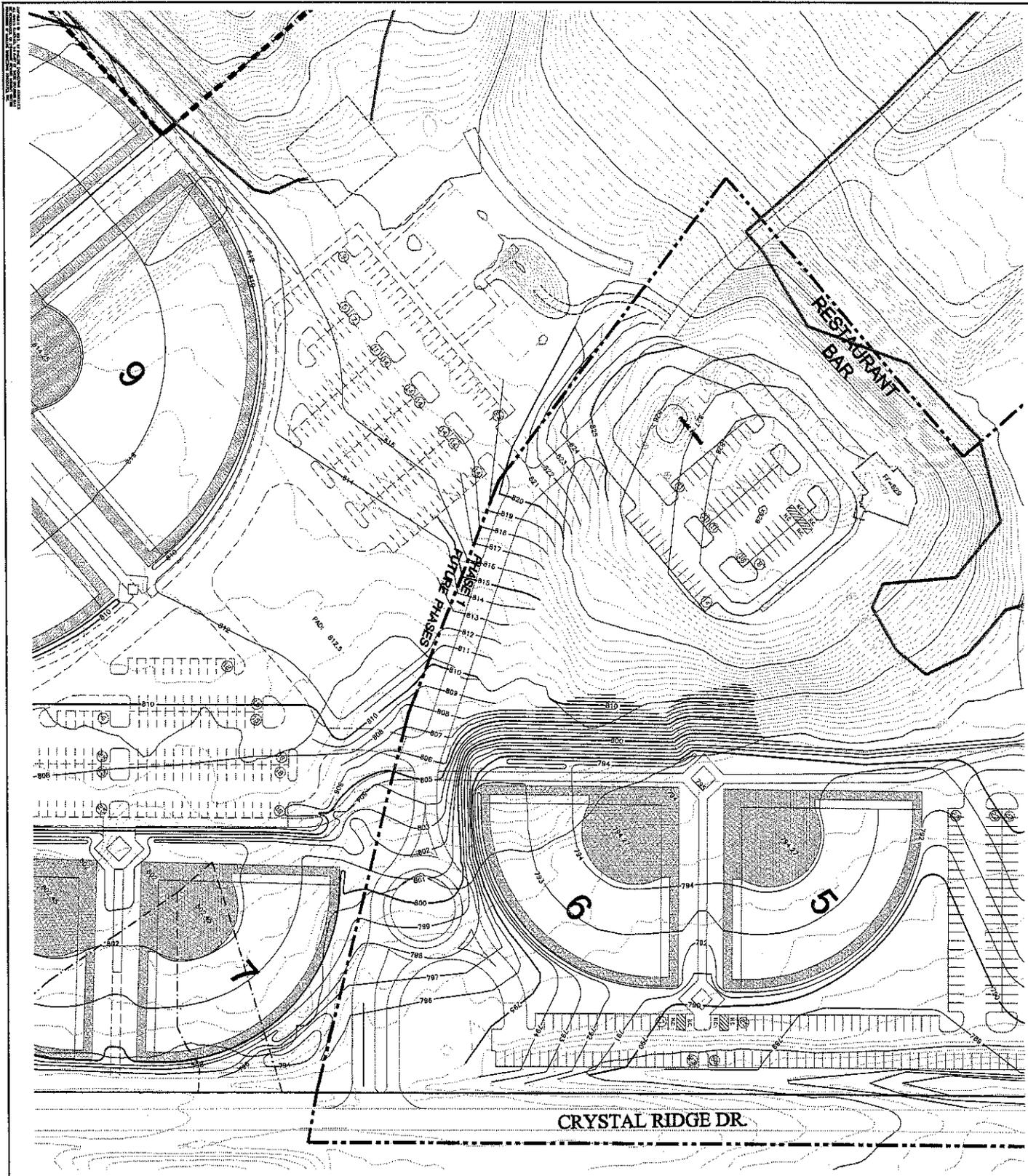
SHEET NO.
0401

REVISIONS		
NO.	ITEM	DATE

PLOTTING SCALE: 1" = 40'
 DESIGNED BY: **SPH**
 DRAWN BY: **SPH**
 CHECKED BY: **SPH**
 DATE: **JULY 14, 2010**

McClure
 Engineering Associates, Inc.
 8417 North 118th Court
 Milwaukee, Wisconsin 53222
 TEL: (414) 918-8880 FAX: (414) 918-8882

GRADING PLAN - NORTHEAST
ROCK SPORTS COMPLEX
 SHEET NUMBER: 08-15-12-039
 DATE: 08-15-12-039



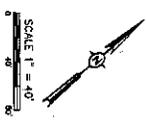
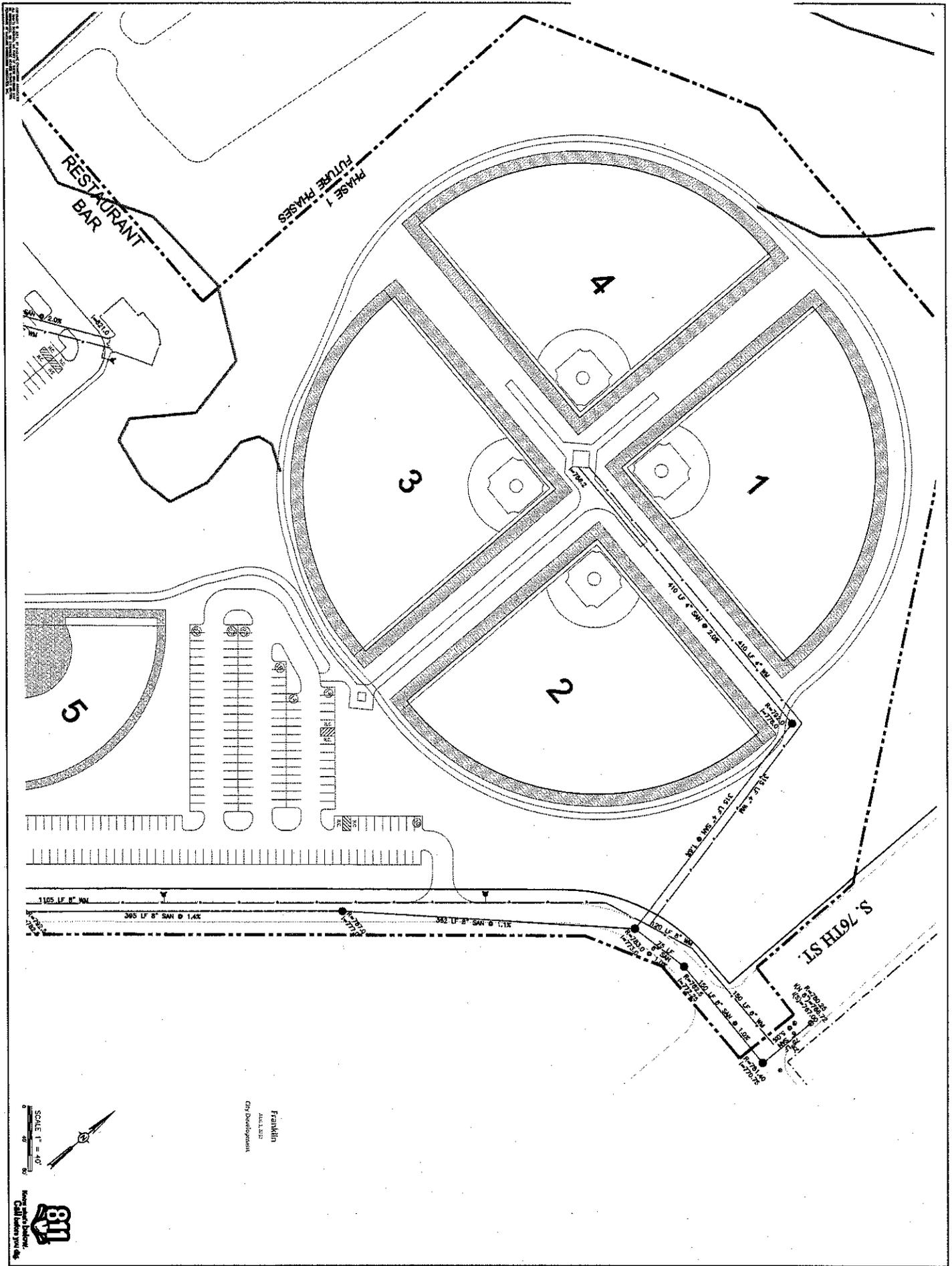
Franklin
JULY 2008
Site Development

SHEET NO.	REVISIONS		
	NO.	ITEM	DATE
CAM2			

PLOTTING SCALE: 1" = 40'
 DESIGNED BY: SPH
 DRAWN BY: SPH
 CHECKED BY: SPH
 DATE: JULY 16, 2008

McClure
 Engineering Associates, Inc.
 6917 NORTH 119TH COURT
 MILWAUKEE, WISCONSIN 53222
 TEL: (414) 818-6880 FAX: (414) 818-6888

GRADING PLAN - EAST
ROCK SPORTS COMPLEX
 4800 LOCKWOOD ROAD
 MILWAUKEE, WI 53222
 FILE NAME: 3\LAND PRELIM\110808\001\001\GRD.EAST.DWG JOB NUMBER: 08-15-12-029



Franklin
AUG 1, 2012
City Development



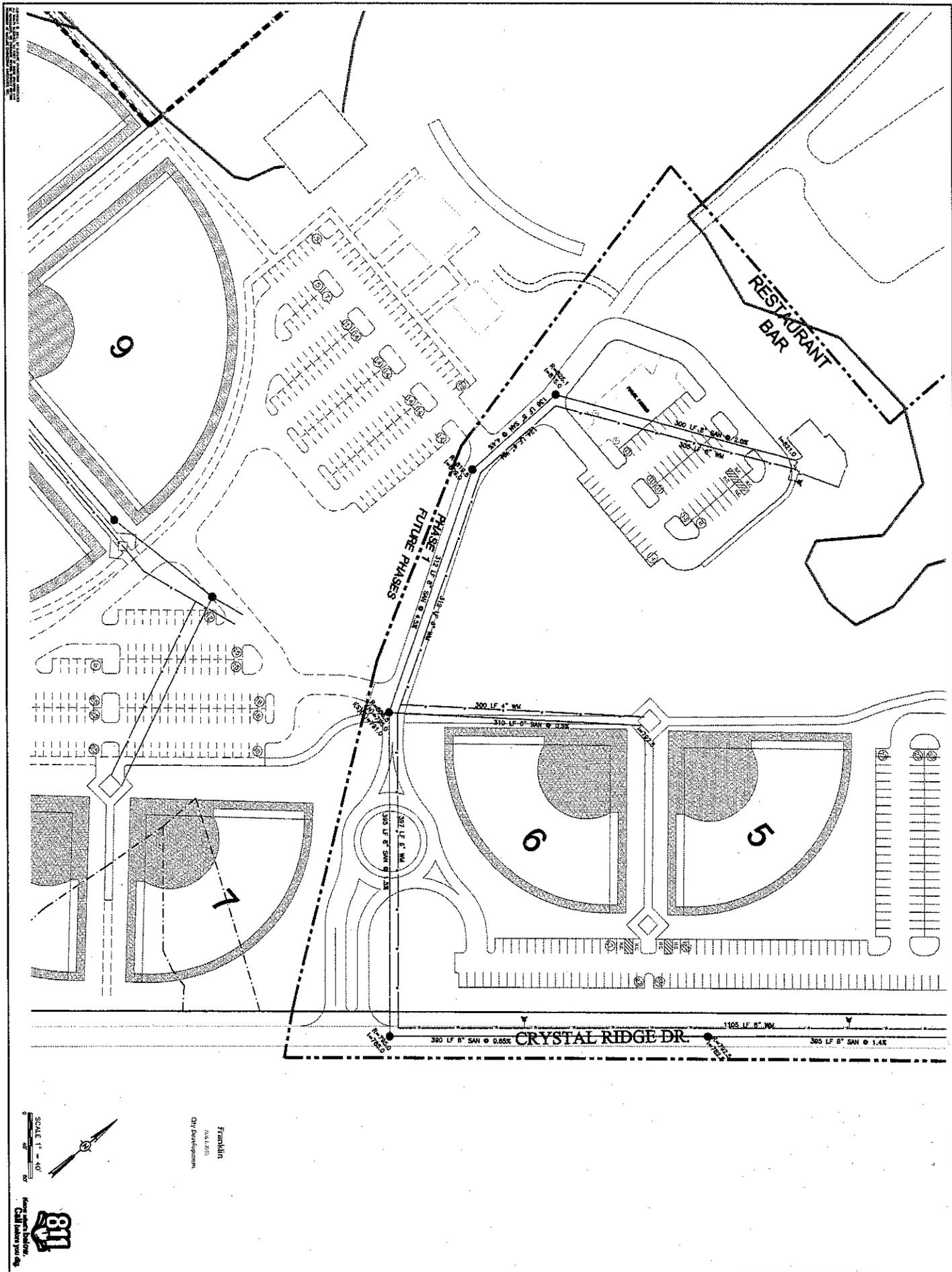
811
Know what's below.
Call before you dig.

REVISIONS		
NO.	ITEM	DATE

PLOTTING SCALE: 1" = 40'
 DESIGNED BY: **SPH**
 DRAWN BY: **SPH**
 CHECKED BY: **SPH**
 DATE: **JULY 12, 2012**

McClure
 Engineering Associates, Inc.
 5417 North 118th Court
 Milwaukee, Wisconsin 53222
 TEL: 414-918-4800 FAX: 414-918-4899

UTILITY PLAN - NORTHEAST
ROCK SPORTS COMPLEX
 SHEET NO. **CS01**
 FILE NAME: S:\LAND PERMITS\2012\ROCK SPORTS COMPLEX.DWG
 SHEET NUMBER: 08-15-12-032



RESTAURANT
BAR

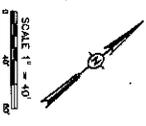
PHASE 1
FUTURE PHASES

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5

7

6



Franklin
Civil Engineers



CS&E

REVISIONS		
NO.	ITEM	DATE

PLOTTING SCALE: 1" = 40'
 DESIGNED BY: BPN
 DRAWN BY: BPN
 CHECKED BY: BPN
 DATE: JULY 18, 2012

McClure
 Engineering Associates, Inc.
 8417 North 118th Court
 98148-0180
 206-886-0138

UTILITY PLAN - EAST
ROCK SPORTS COMPLEX
 4990 LOCKWOOD ROAD
 206-886-0138
 PREPARED BY: BPN
 FILE NAME: T:\MISC PROJECTS\ROCKSPORTS\UTILITY PLAN E.DWG
 JOB NUMBER: 06-10-12-030

R.A. Smith National

*Beyond Surveying
and Engineering*

July 12th, 2012

Franklin

AUG 1, 2012

City Development

Mr. Justin Johnson
McClure Engineering Associates, Inc.
5417 North 118th Court
Milwaukee, WI 53225

Re: Natural Resource Reconnaissance – Crystal Ridge Sports Complex Project, City of Franklin,
Milwaukee County, WI
R.A. Smith Project #: 1120162

Dear Mr. Johnson,

We are pleased to provide this preliminary Natural Resource Reconnaissance for the Crystal Ridge Ski and Snowboard Area property located at 7900 West Crystal Ridge Drive in the City of Franklin, Milwaukee County, Wisconsin. The purpose of the Natural Resource Reconnaissance was to provide a preliminary assessment of the extent and range of natural resources as defined by the City of Franklin's Unified Development Ordinance (UDO). Please note: This site visit was for initial planning purposes only, and did not include the formal delineation of any natural resources.

Ms. Heather Patti conducted the field assessment on July 11th, 2012 to determine the presence of natural resources on the property. As defined by the UDO, natural resource features include steep slopes, mature woodlands, young woodlands, lakes, ponds, streams, shore buffers, floodplains, wetlands, and wetland buffers. Each feature is defined in the UDO.

Based on the field assessment, it appears that three (3) potential wetlands, one (1) potential young woodland, one (1) mature woodland grove and one (1) mature woodland are located on the property. Most of these features are located along the western and northern property lines and are associated with the Root River Parkway. A wooded wetland pocket and surrounding grove are located in the southwest corner of the property. A potential man-made (artificial) wetland is located along a gravel access road west of the existing parking area. Each area was sketched over a recent aerial photo and provided to you for preliminary planning purposes. This information can later be used to prepare a formal NRPP Plan.

We appreciate the opportunity to work with you on this project. If you have any questions or comments concerning this initial site visit, please call me at (262) 317-3361. Thank you!

Sincerely,

RA SMITH NATIONAL, INC



Heather Patti, PWS
Ecologist/Project Manager

Deliver excellence, vision, and responsive service to our clients.

Franklin

AUG 1, 2012

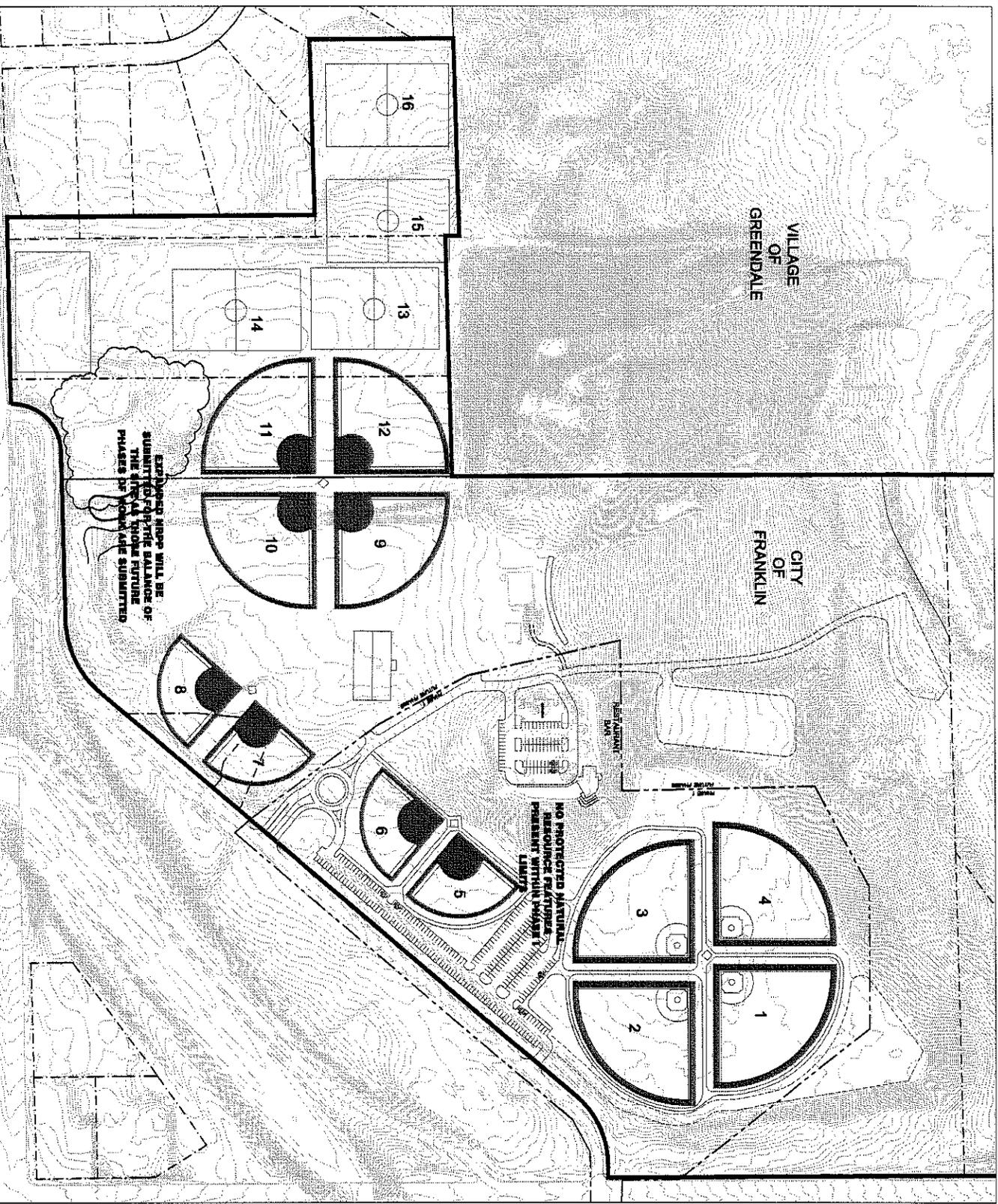
City Development



7/11/12 Site Visit
Figure 5 Wisconsin Wetland Inventory Map
Crystal Ridge Sports Complex

VILLAGE OF GREENDALE

CITY OF FRANKLIN



EXISTING HOPP WILL BE SUBMITTED TO THE BALANCE OF THE YEAR FROM THE FUTURE PHASES OF DEVELOPMENT

NO PROTECTED NATURAL RESOURCE FEATURES PRESENT WITHIN PHASE 1 LIMITS

SCALE 1" = 100'

North Arrow

811
Report a Problem
Call 800-368-5848

Franklin
AUG 1, 2012
City Development

LEGEND

- Lot / Sub / Tract
- Right of Way
- Utility Structure
- Existing Structure
- Proposed Structure
- Proposed Parking
- Proposed Road (6-12' W)
- Proposed Road (12-24' W)
- Proposed Road (24-36' W)
- Proposed Road (36-48' W)
- Proposed Road (48-60' W)
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- Proposed Road (2760-2772' W)
- Proposed Road (2772-2784' W)
- Proposed Road (2784-2796' W)
- Proposed Road (2796-2808' W)
- Proposed Road (2808-2820' W)
- Proposed Road (2820-2832' W)
- Proposed Road (2832-2844' W)
- Proposed Road (2844-2856' W)
- Proposed Road (2856-2868' W)
- Proposed Road (2868-2880' W)
- Proposed Road (2880-2892' W)
- Proposed Road (2892-2904' W)
- Proposed Road (2904-2916' W)
- Proposed Road (2916-2928' W)
- Proposed Road (2928-2940' W)
- Proposed Road (2940-2952' W)
- Proposed Road (2952-2964' W)
- Proposed Road (2964-2976' W)
- Proposed Road (2976-2988' W)
- Proposed Road (2988-3000' W)

1. DEVELOPER NAME: ROCK SPORTS COMPLEX
2. LOCATION: GREEN LAKE DRIVE, FRANKLIN, WISCONSIN
3. OWNER: WILSONVILLE COUNTY
4. DEVELOPER: ROCK SPORTS COMPLEX LLC, 1000 WILSONVILLE ROAD, WILSONVILLE, WI 53090
5. WITH LAND DEVELOPMENT, ROCK SPORTS COMPLEX LLC IS COMPLETING DEVELOPMENT OF THIS PHASE 1 OF THE ROCK SPORTS COMPLEX. THIS PHASE 1 DEVELOPMENT IS BEING SUBMITTED TO THE CITY OF FRANKLIN.
6. NO EXISTING BUILDINGS PRESENT.
7. ALL UTILITIES AND SERVICES ARE TO BE PROVIDED BY THE CITY OF FRANKLIN.
8. ALL UTILITIES AND SERVICES ARE TO BE PROVIDED BY THE CITY OF FRANKLIN.
9. ALL UTILITIES AND SERVICES ARE TO BE PROVIDED BY THE CITY OF FRANKLIN.
10. ALL UTILITIES AND SERVICES ARE TO BE PROVIDED BY THE CITY OF FRANKLIN.
11. ALL UTILITIES AND SERVICES ARE TO BE PROVIDED BY THE CITY OF FRANKLIN.
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14. ALL UTILITIES AND SERVICES ARE TO BE PROVIDED BY THE CITY OF FRANKLIN.
15. ALL UTILITIES AND SERVICES ARE TO BE PROVIDED BY THE CITY OF FRANKLIN.
16. ALL UTILITIES AND SERVICES ARE TO BE PROVIDED BY THE CITY OF FRANKLIN.

CITY OF FRANKLIN
ENGINEERING DEPARTMENT
NATURAL RESOURCE PROTECTION PLAN
ROCK SPORTS COMPLEX
FRANKLIN, WISCONSIN

DESIGNED BY: J.L.
DRAWN BY: J.L.
CHECKED BY: J.L.
DATE: 7/12/12
SCALE: 1"=100'
APPROVED: CITY ENGINEER DATE FILE NO.

NO.	REVISIONS	DATE
1	FRANK 1 DETAILING AND SUBMITTAL	AUGUST 1, 2012

NO.	REVISIONS	DATE
1	FRANK 1 DETAILING AND SUBMITTAL	AUGUST 1, 2012

PLOTTING SCALE: 1" = 100'

DESIGNED BY: J.L.
DRAWN BY: J.L.
CHECKED BY: J.L.
DATE: JULY 12, 2012

McClure
Engineering Associates, Inc.
847 North 118th Court
Franklin, Wisconsin 53126
TEL: (262) 816-4800 FAX: (262) 816-4800

NATURAL RESOURCE PROTECTION PLAN
ROCK SPORTS COMPLEX
Franklin, Wisconsin
FILE NAME: T:\MWD\PROJECTS\2012\NATURAL RESOURCE PLAN
JOB NUMBER: 06-15-12-050

8.01.12 (JLS)

SECTION 15-3.0502

CALCULATION OF BASE SITE AREA

The *base site area* shall be calculated as indicated in Table 15-3.0502 for each parcel of land to be used or built upon in the City of Franklin as referenced in Section 15-3.0501 of this Ordinance.

Franklin

Table 15-3.0502

AUG 1, 2012

**WORKSHEET FOR THE CALCULATION OF BASE SITE AREA
FOR BOTH RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT**

City Development

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.	128.505 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	- 0 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space.	- 0 acres
STEP 4:	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract (-) the land proposed for nonresidential uses; or In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract (-) the land proposed for residential uses.	- 0 acres
STEP 5:	Equals "Base Site Area"	= 128.505 acres

SECTION 15-3.0503

CALCULATION OF THE AREA OF NATURAL RESOURCES
TO BE PROTECTED

All land area with those natural resource features as described in Division 15-4.0100 of this Ordinance and as listed in Table 15-3.0503 and lying within the *base site area* (as defined in Section 15-3.0502), shall be measured relative to each natural resource feature present. The actual land area encompassed by each type of resource is then entered into the column of Table 15-3.0503 titled "Acres of Land in Resource Feature." The acreage of each natural resource feature shall be multiplied by its respective *natural resource protection standard* (to be selected from Table 15-4.0100 of this Ordinance for applicable agricultural, residential, or nonresidential zoning district) to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. The sum total of all resource protection land on the site equals the *total resource protection land*. The *total resource protection land* shall be calculated as indicated in Table 15-3.0503.

NOTE:

- NR AREAS BASED ON AERIAL PHOTOGRAPHY AND PRELIMINARY SITE VISIT. SITE INTENSITY CALC'S WILL BE MODIFIED AT SUCH TIME AS FUTURE PHASES ARE SUBMITTED.
- P-1 ZONING USED FOR CALCULATIONS.

PROTECTION LAND

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District.		
Steep Slopes: 10-19%	0.00	0.60	0.40	X <u>0</u>	<u>0</u>
20-30% (SKI HILL)	0.65	0.75	0.70	X <u>0</u>	<u>0</u>
+ 30%	0.90	0.85	0.80	X <u>0</u>	<u>0</u>
Woodlands & Forests:					
Mature	0.70	0.70	0.70	X <u>3.2</u>	<u>2.2</u>
Young	0.50	0.50	0.50	X <u>0</u>	<u>0</u>
Lakes & Ponds	1	1	1	X <u>0</u>	<u>0</u>
Streams	1	1	1	X <u>0</u>	<u>0</u>
Shore Buffer	1	1	1	X <u>0</u>	<u>0</u>
Floodplains/Floodlands	1	1	1	X <u>0</u>	<u>0</u>
Wetland Buffers	1	1	1	X <u>0.9</u>	<u>0.9</u>
Wetlands & Shoreland Wetlands	1	1	1	X <u>1.7</u>	<u>1.7</u>
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					4.8

Note: In conducting the calculations in Table 15-3.0503, if two or more natural resource features are present on the same area of land, only the most restrictive resource protection standard shall be used. For example, if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1.0 which represents the higher of the two standards.

SECTION 15-3.0505

CALCULATION OF SITE INTENSITY AND CAPACITY FOR
NONRESIDENTIAL USES

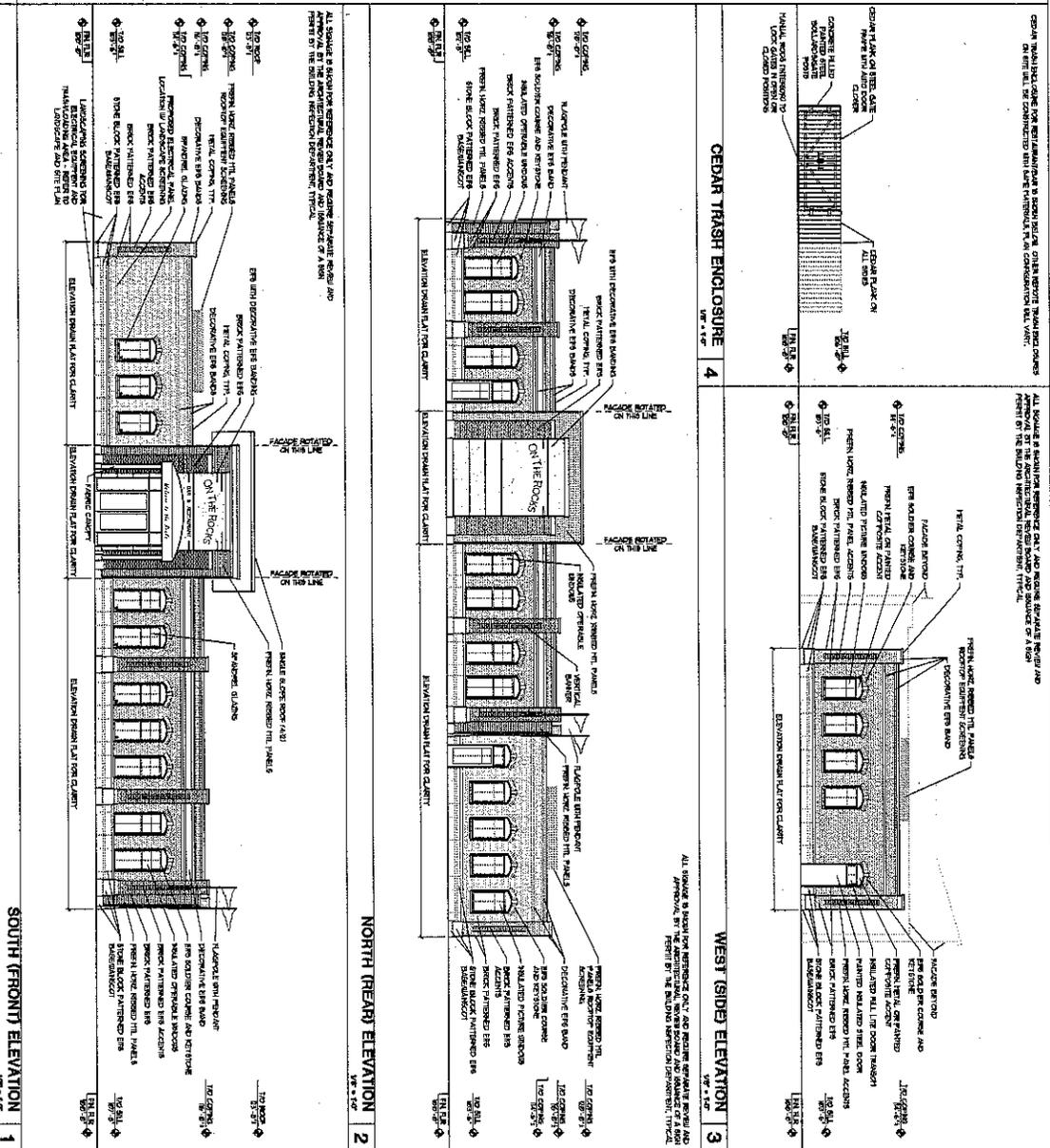
In order to determine the maximum floor area which may be permitted on a parcel of land zoned in a nonresidential zoning district, the site intensity and capacity calculations set forth in Table 15-3.0505 shall be performed.

Table 15-3.0505

WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND
CAPACITY FOR NONRESIDENTIAL DEVELOPMENT

<p>STEP 1:</p>	<p>CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE: Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): <u>128.505</u> Multiple by Minimum <i>Landscape Surface Ratio (LSR)</i> (see specific zoning district LSR standard): X <u>0.5</u> Equals MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE =</p>	<p><u>64.253</u> acres</p>
<p>STEP 2:</p>	<p>CALCULATE NET BUILDABLE SITE AREA: Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): <u>128.505</u> Subtract <i>Total Resource Protection Land</i> from Table 15-3.0503 or <i>Minimum Required Landscape Surface</i> (from Step 1 above), whichever is greater: <u>64.253</u> Equals NET BUILDABLE SITE AREA =</p>	<p><u>64.252</u> acres</p>
<p>STEP 3:</p>	<p>CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE: Take <i>Net Buildable Site Area</i> (from Step 2 above): <u>64.252</u> Multiple by Maximum <i>Net Floor Area Ratio (NFAR)</i> (see specific nonresidential zoning district NFAR standard): X <u>0.57</u> Equals MAXIMUM NET FLOOR AREA YIELD OF SITE =</p>	<p><u>36.624</u> acres</p>
<p>STEP 4:</p>	<p>CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE: Take <i>Base Site Area</i> (from Step 5 of Table 15-3.0502): <u>128.505</u> Multiple by Maximum <i>Gross Floor Area Ratio (GFAR)</i> (see specific nonresidential zoning district GFAR standard): X <u>0.31</u> Equals MAXIMUM GROSS FLOOR AREA YIELD OF SITE =</p>	<p><u>39.837</u> acres</p>
<p>STEP 5:</p>	<p>DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE: Take the <i>lowest</i> of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above): (Multiple results by 43,560 for maximum floor area in square feet):</p>	<p><u>36.624</u> acres <u>(1,595,341.0)</u></p>

NOT USED
5



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REV. #	REV. DATE	DESCRIPTION	REV. BY

PROJECT: The Rock - Crystal Ridge Sports Complex
Franklin, Wisconsin

DATE: 07/28/98
DRAWN: JN BOHNS
CHECK: AJS
SCALE: AS SHOWN

PROJECT: A2.1

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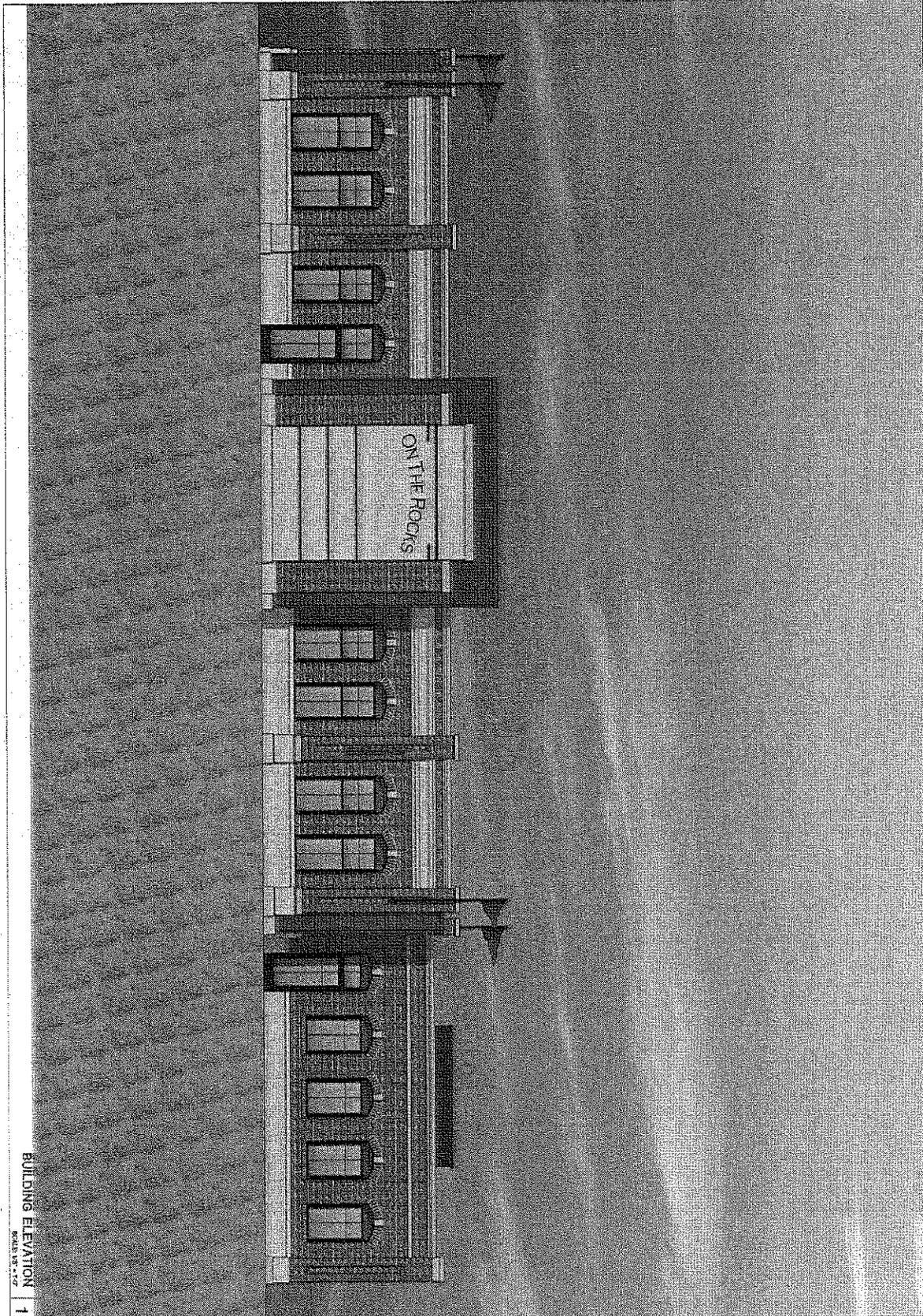
BUILDING ELEVATION
SCALE: 1/8" = 1'-0"

1

FULL SIZE PRINT - 24" x 36" SHEET

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<p>Sheet A2.1c</p>	<p>Scale: AS NOTED Drawing: A15 Job:</p>	<p>Date: 07/20/02 Scale: AS NOTED Drawing: A15 Job:</p>	<p>PERSPECTIVE DESIGN, INC. 15025 W. North Avenue Wauwatosa, WI 53226 Tel: (414) 332-1789 Fax: (414) 332-1781</p>	<p>The Rock - Crystal Ridge Sports Complex Franklin, Wisconsin</p>		<p>REV. #</p>	<p>REV. DATE</p>	<p>DESCRIPTION</p>	<p>REV. BY:</p>
				<p>1</p>	<p>1/3/02</p>	<p>PROPOSED</p>	<p></p>		



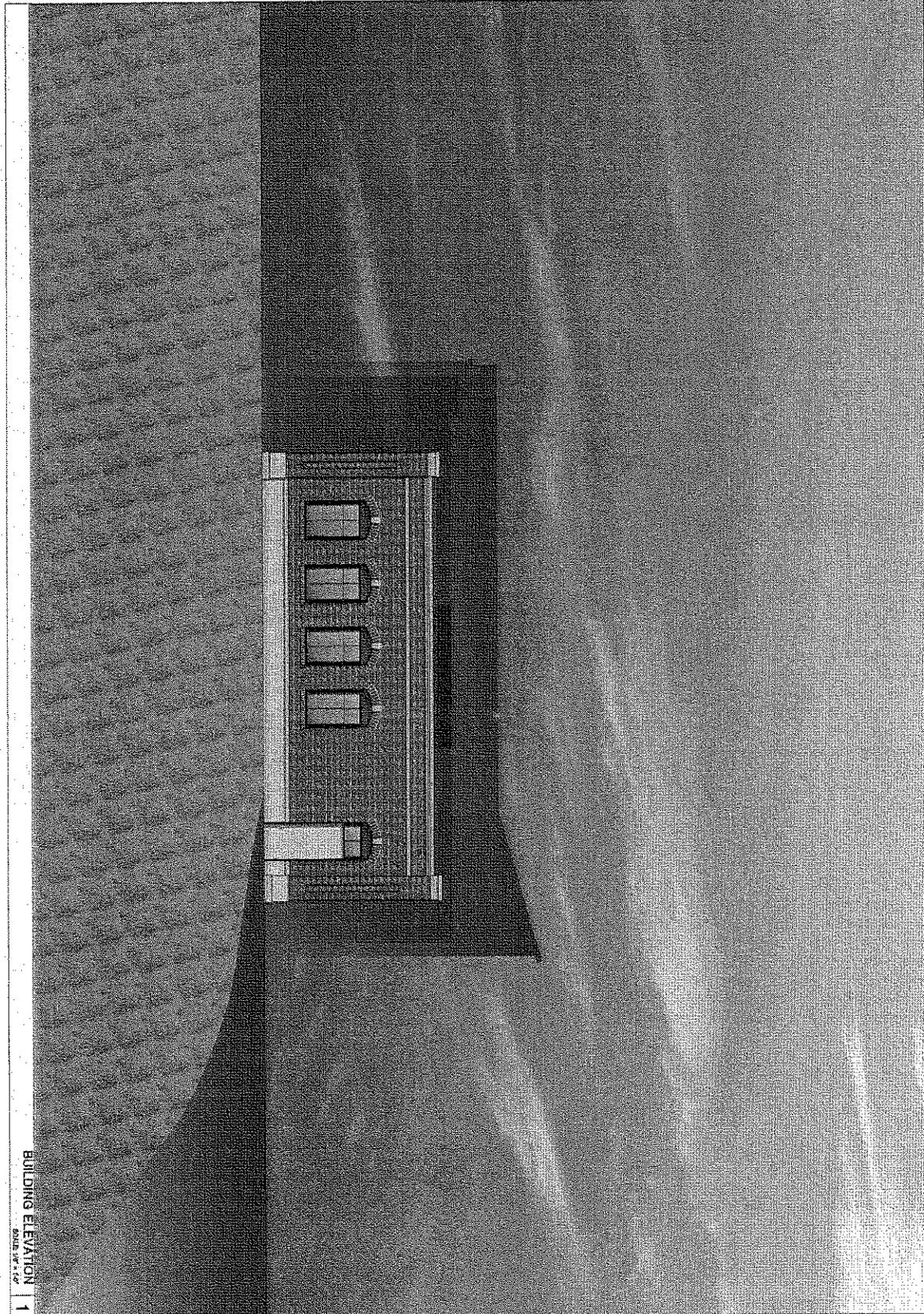
BUILDING ELEVATION
SCALE: 1/8" = 1'-0"

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							Project	Description	Rev. By



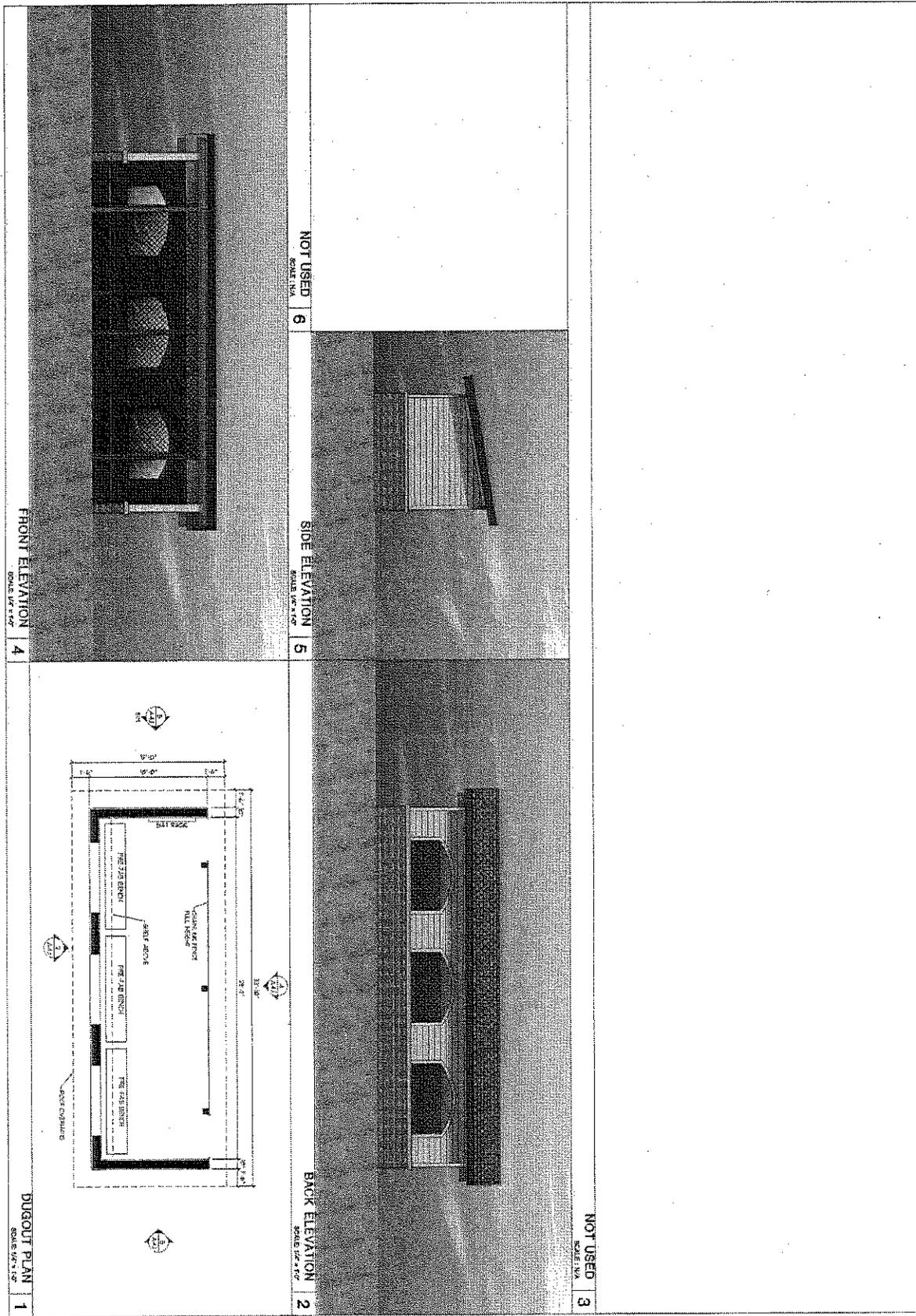
BUILDING ELEVATION
SCALE: 1/8" = 1'-0"

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<p>A230c</p>	<p>DATE: 07/21/02 SCALE: AS SHOWN DRAWN BY: AJS CHK: AJS</p>	<p>DATE: 07/21/02 SCALE: AS SHOWN DRAWN BY: AJS CHK: AJS</p>	<p>PERSPECTIVE DESIGN, INC. 11225 W. North Avenue Wauwatosa, WI 53226 Tel: 414-302-1700 Fax: 414-302-1751</p>	<p>The Rock - Crystal Ridge Sports Complex Franklin, Wisconsin</p>	REV. #	REV. DATE	DESCRIPTION	REV. BY



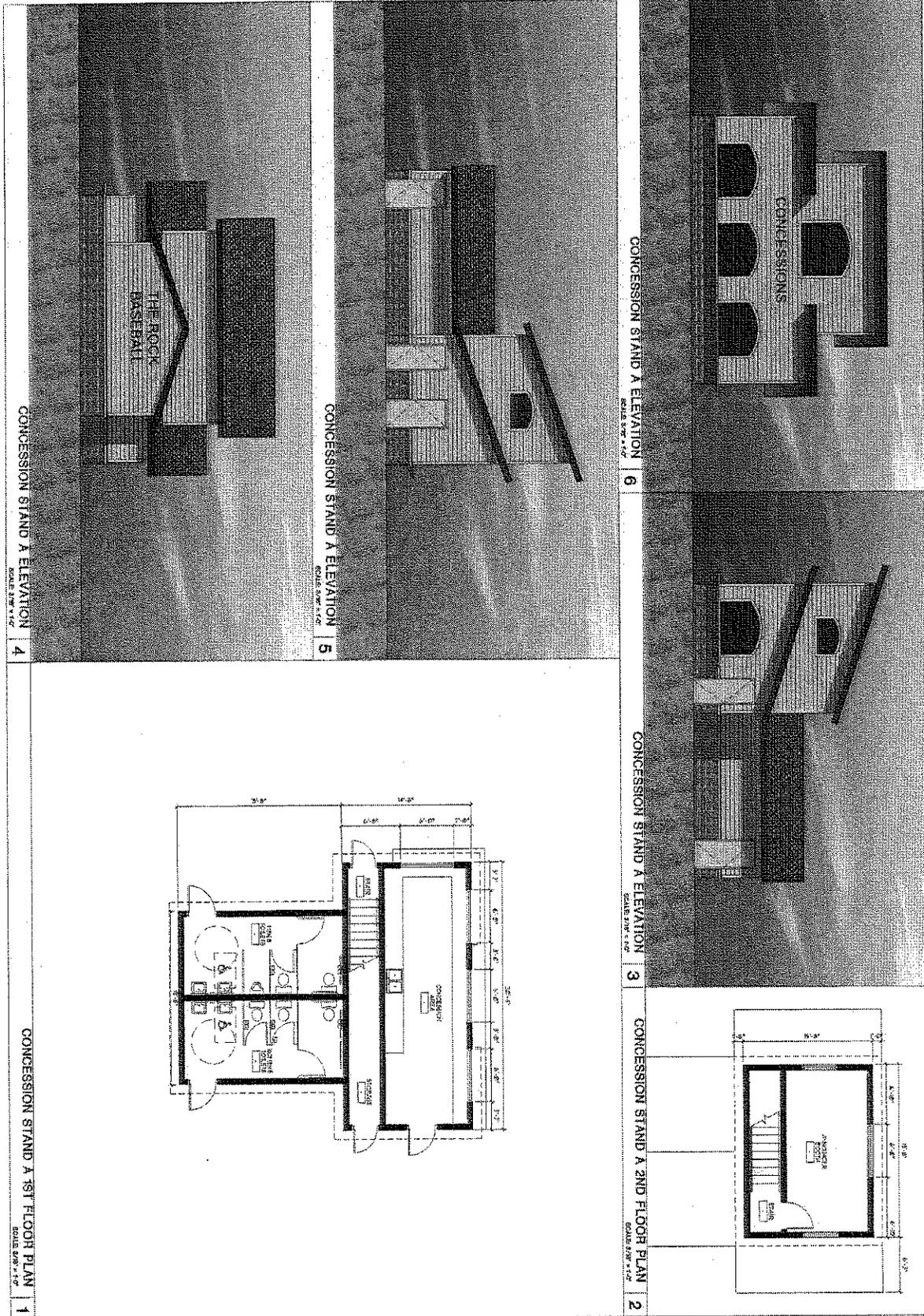
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<p>DATE: 07/21/12 SCALE: As Shown DRAWING TITLE: DOGOUT PLAN & SECTION PROJECT: THE ROCK - CRYSTAL RIDGE SPORTS COMPLEX JOB: FRANKLIN, WISCONSIN</p>	<p>PERSPECTIVE DESIGN, INC. 11525 W. North Avenue Wauwatosa, WI 53226 Tel: 414-382-7700 Fax: 414-382-4761</p>	<p>The Rock - Crystal Ridge Sports Complex Franklin, Wisconsin</p>		<p>REV. #</p>	<p>REV. DATE</p>	<p>DESCRIPTION</p>	<p>DES. PR.</p>
		<p>1</p>	<p>7/24/12</p>	<p>DOGOUT PLAN</p>	<p>1</p>		

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DATE: 07/21/12
SCALE: AS SHOWN
DRAWN: A.S.
APP: A.S.

DRAWING TITLE:
CONCESSION STAND A PLAN & ELEVATIONS



PERSPECTIVE DESIGN, INC.
11225 W. North Avenue
Wauwatosa, WI 53226
Tel: 414-332-1780 Fax: 414-332-1781

The Rock - Crystal Ridge Sports Complex
Franklin, Wisconsin

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CONCESSION STAND B ELEVATION 1
SCALE: 3/8" = 1'-0"

CONCESSION STAND B ELEVATION 2
SCALE: 3/8" = 1'-0"

CONCESSION STAND B ELEVATION 3
SCALE: 3/8" = 1'-0"

CONCESSION STAND B ELEVATION 4
SCALE: 3/8" = 1'-0"

CONCESSION STAND B ELEVATION 5
SCALE: 3/8" = 1'-0"

CONCESSION STAND B FLOOR PLAN
SCALE: 3/8" = 1'-0"

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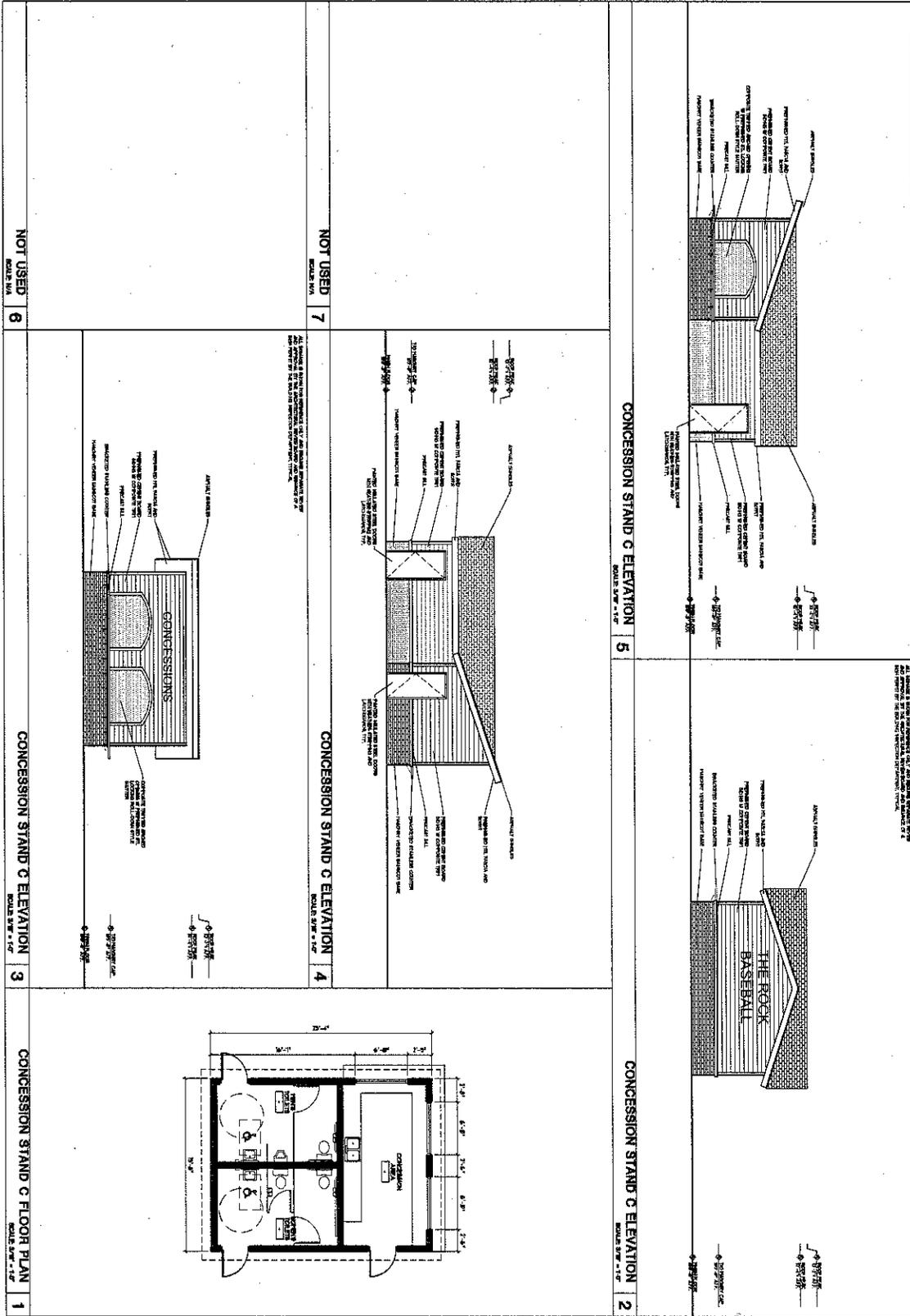
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A4.3

DATE: 07/23/08
DRAWN: J.A. HUBBARD
SCALE: AS SHOWN

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Franklin, Wisconsin



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Sheet
A44

DATE: 07/26/12
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DRAWN: A.B.S.
JOB: -



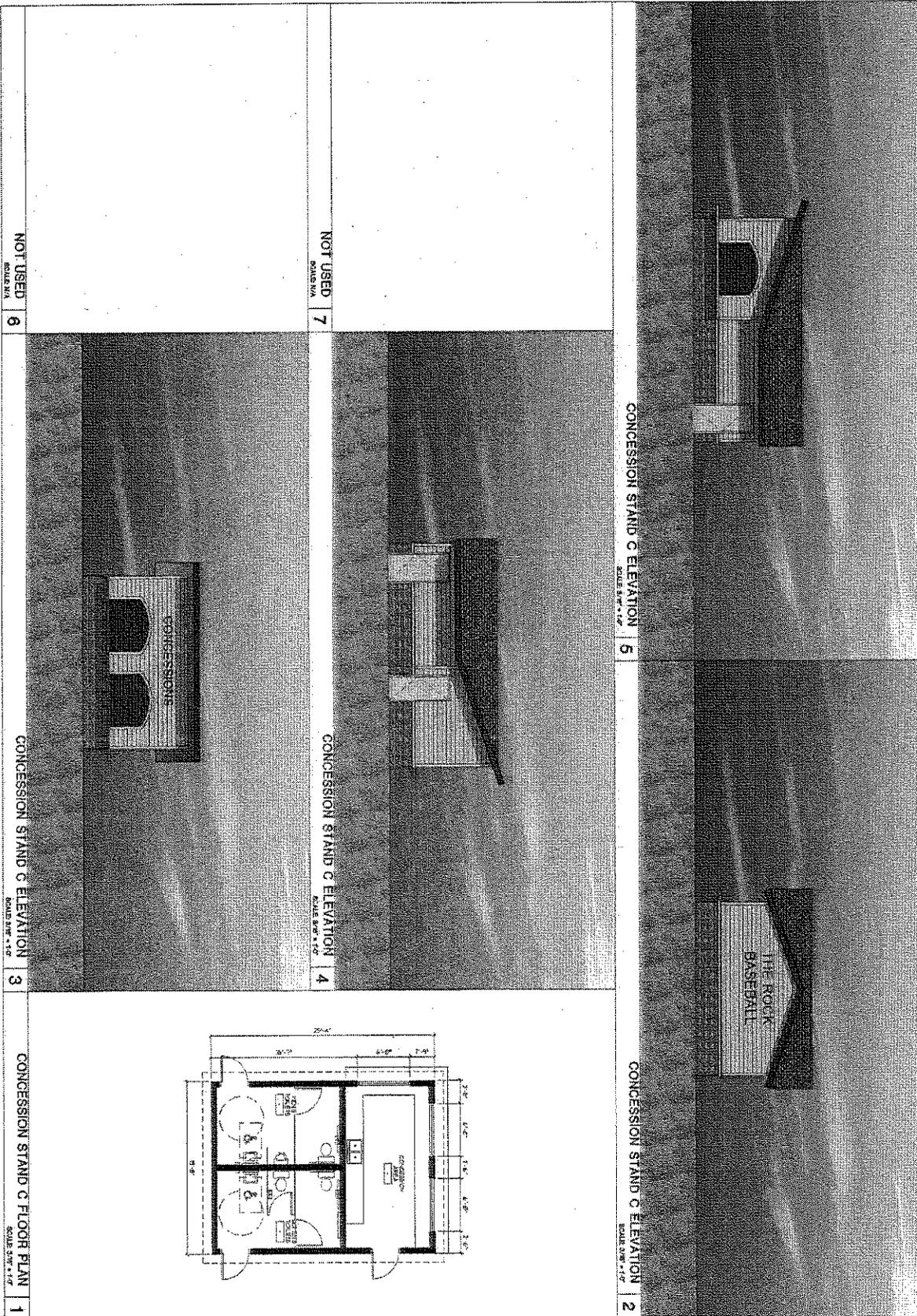
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Wauwatosa, WI 53226
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The Rock - Crystal Ridge Sports Complex
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AA4C	Sheet
	DATE
	DESIGNER
	CHECKED
	DATE

CONCESSION STAND C FLOOR PLAN & ELEVATIONS



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 11229 W. South Avenue
 Wauwatosa, WI 53226
 Tel: 414-332-1780 Fax: 414-332-1751

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