

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slur</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">12/02/14</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>RESOLUTION CONDITIONALLY APPROVING A 3 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 6924, RECORDED AS DOCUMENT NO. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (FRANKLIN SQUARE, LLC, APPLICANT) (APPROXIMATELY 51ST STREET AND COBBLESTONE WAY)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G. 8.</i></p>

At its November 20, 2014, meeting the Plan Commission recommended approval of a resolution conditionally approving a 3 lot certified survey map, being a redivision of that part of Parcel 2 of Certified Survey Map No. 6924, recorded as Document No. 8021091 on February 7, 2001 in the Milwaukee County Register of Deeds, being a part of the southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Franklin Square, LLC, Applicant) (Approximately 51st Street and Cobblestone Way).

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2014-\_\_\_\_\_, a resolution conditionally approving a 3 lot certified survey map, being a redivision of that part of Parcel 2 of Certified Survey Map No. 6924, recorded as Document No. 8021091 on February 7, 2001 in the Milwaukee County Register of Deeds, being a part of the southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Franklin Square, LLC, Applicant) (Approximately 51st Street and Cobblestone Way).

## RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A 3 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 6924, RECORDED AS DOCUMENT NO. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN  
(FRANKLIN SQUARE, LLC, APPLICANT)  
(APPROXIMATELY 51ST STREET AND COBBLESTONE WAY)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a redivision of that part of Parcel 2 of Certified Survey Map No. 6924, recorded as Document No. 8021091 on February 7, 2001 in the Milwaukee County Register of Deeds, being a part of the Southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at approximately 51st Street and Cobblestone Way, bearing Tax Key Nos. 882-9983-001 and 882-9983-006, Franklin Square, LLC, applicant; said certified survey map having been reviewed by the City of Franklin Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

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

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

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

FRANKLIN SQUARE, LLC – CERTIFIED SURVEY MAP  
RESOLUTION NO. 2014-\_\_\_\_\_

Page 2

3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Franklin Square, LLC, successors and assigns, and any developer of the Franklin Square, LLC 3 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Franklin Square, LLC and the 3 lot certified survey map project for the property located at approximately 51st Street and Cobblestone Way: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 2014.

FRANKLIN SQUARE, LLC – CERTIFIED SURVEY MAP  
RESOLUTION NO. 2014-\_\_\_\_\_

Page 3

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

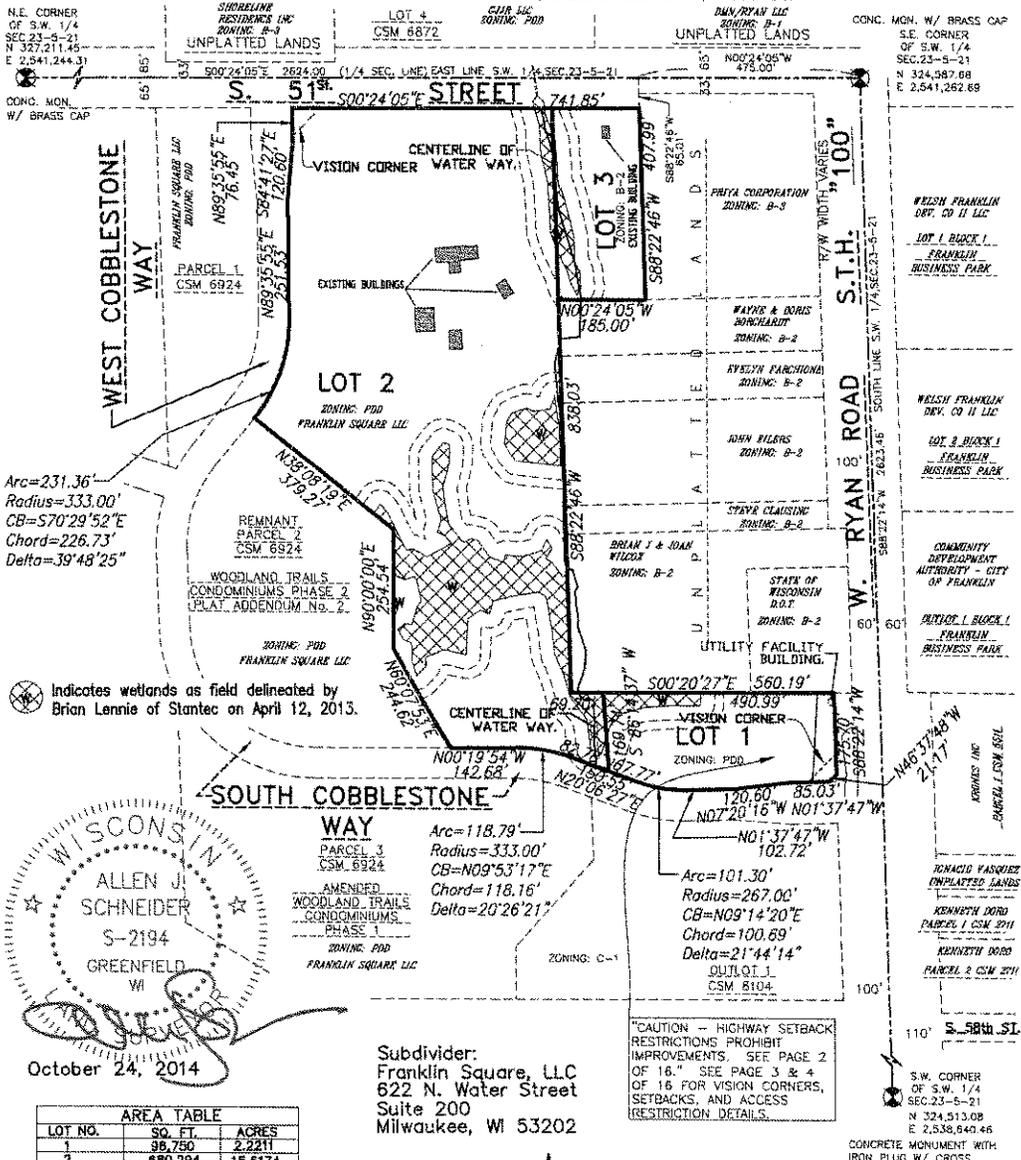
ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

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

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



Indicates wetlands as field delineated by Brian Lennie of Stantec on April 12, 2013.

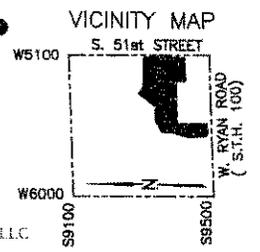
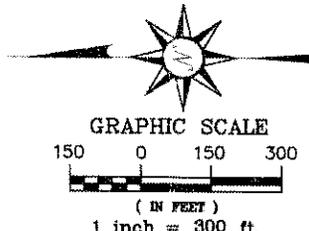
WISCONSIN  
 ALLEN J. SCHNEIDER  
 S-2194  
 GREENFIELD, WI  
 October 24, 2014

**AREA TABLE**

LOT NO.	SQ. FT.	ACRES
1	98,790	2.2211
2	680,294	15.6174
3	75,480	1.7323

**Sheet List Table**

Sheet Number	Sheet Title
1	MAIN PAGE
2	NOTES
3	LOT DETAIL 1
4	LOT DETAIL 2
5	LOT 1 EASEMENT DETAILS
6	EXISTING STORM SEWER EASEMENTS
7	EXISTING DRAINAGE WAY EASEMENT
8	DRAINAGE EASEMENT
9	MUNICIPAL UTILITY EASEMENT
10	CONSERVATION EASEMENT
11	CONSERVATION EASEMENT
12	WETLAND DETAIL 1
13	WETLAND DETAIL 2
14	SURVEYOR'S CERTIFICATE
15	OWNERS CERTIFICATE
16	MUNICIPAL APPROVALS



**CHAPUT LAND SURVEYS LLC**  
 234 W. FLORIDA STREET  
 MILWAUKEE, WI 53204  
 414-224-8068  
 www.chaputlandsurveys.com

S.W. 1/4 OF SECTION  
 23-5-21  
 SCALE 1"=2640'

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

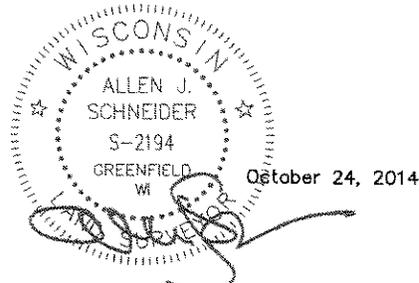
**NOTES**

- 1) No improvements or structures are allowed between the right-of-way line and the highway setback line. Improvements and structures include, but are not limited to, signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings, retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in Section 236.293, Wisconsin Department of Transportation or its assigns. Contact the Wisconsin Department of transportation for more information. The phone number may be obtained by contacting the County Highway Department. (per D.O.T. Approval Number 40-10-0070-00)
- 2) The parcels of this land division may experience noise at levels exceeding the levels in s. Trans 405.04, Table I. These levels are based on federal standards. Owners of these parcels are responsible for abating noise sufficient to protect these parcels. (per D.O.T. Approval Number 40-10-0070-00)
- 3) "As Owner I hereby restrict all parcels so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of S.T.H. "100" (Ryan Road) as shown on this Certified Survey Map; it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s. 236.293, Stats., and shall be enforceable by the department or its assigns." (per D.O.T. Approval Number 40-10-0070-00) and recorded as Document No. 8769881
- 4) Bearings are referenced to grid north of the Wisconsin State Plane coordinate system, south zone, referenced to CSM 6924.

PDD SETBACKS	
SETBACK	
40'	North
60'	East
25'	South
25'	West

B-2 SETBACKS	
SETBACK	
10'	Side
40'	Front
20'	Rear

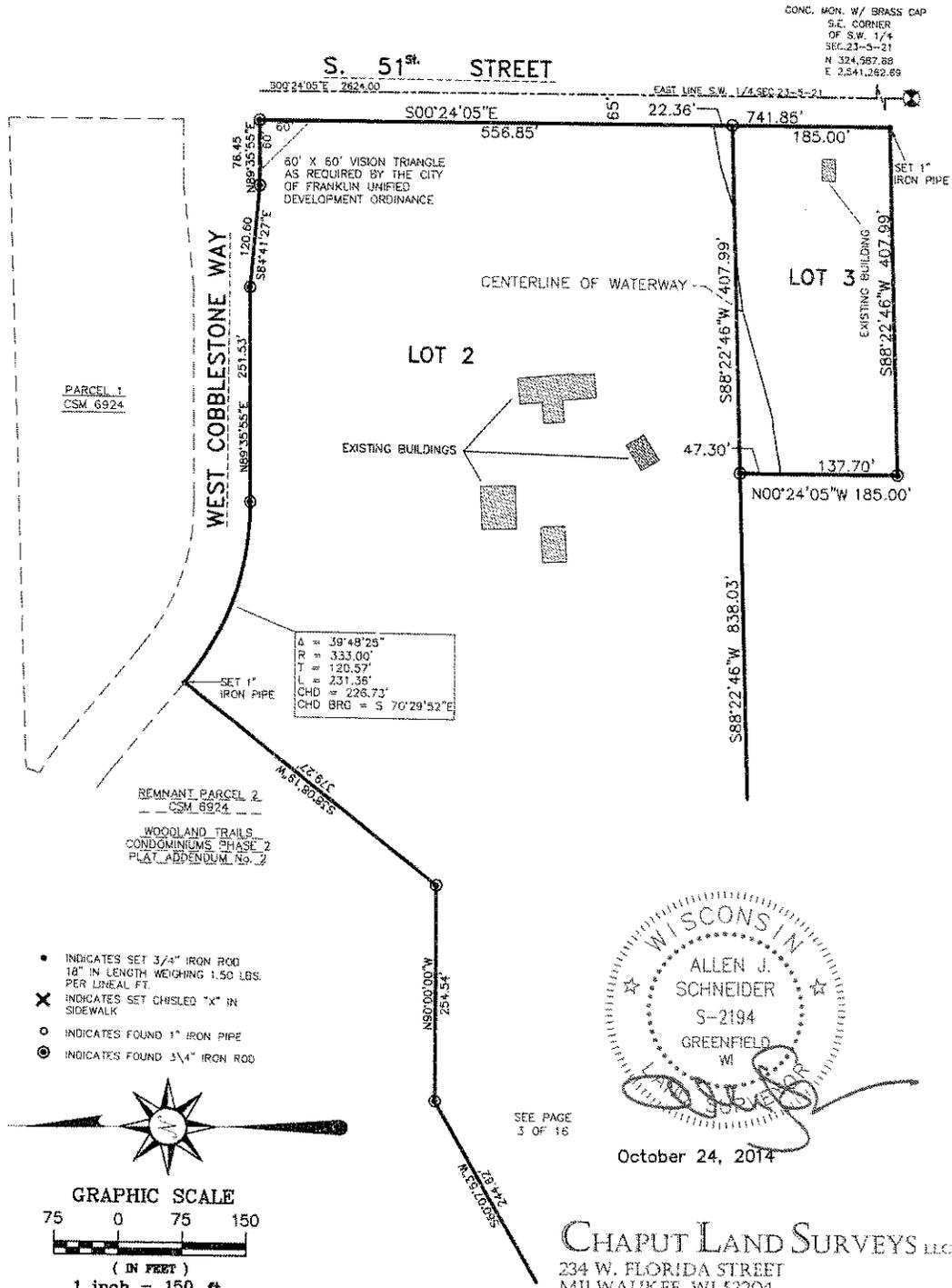
**CHAPUT LAND SURVEYS LLC**  
 234 W. FLORIDA STREET  
 MILWAUKEE, WI 53204  
 414-224-8068  
 www.chaputlandsurveys.com





CERTIFIED SURVEY MAP NO. \_\_\_\_\_

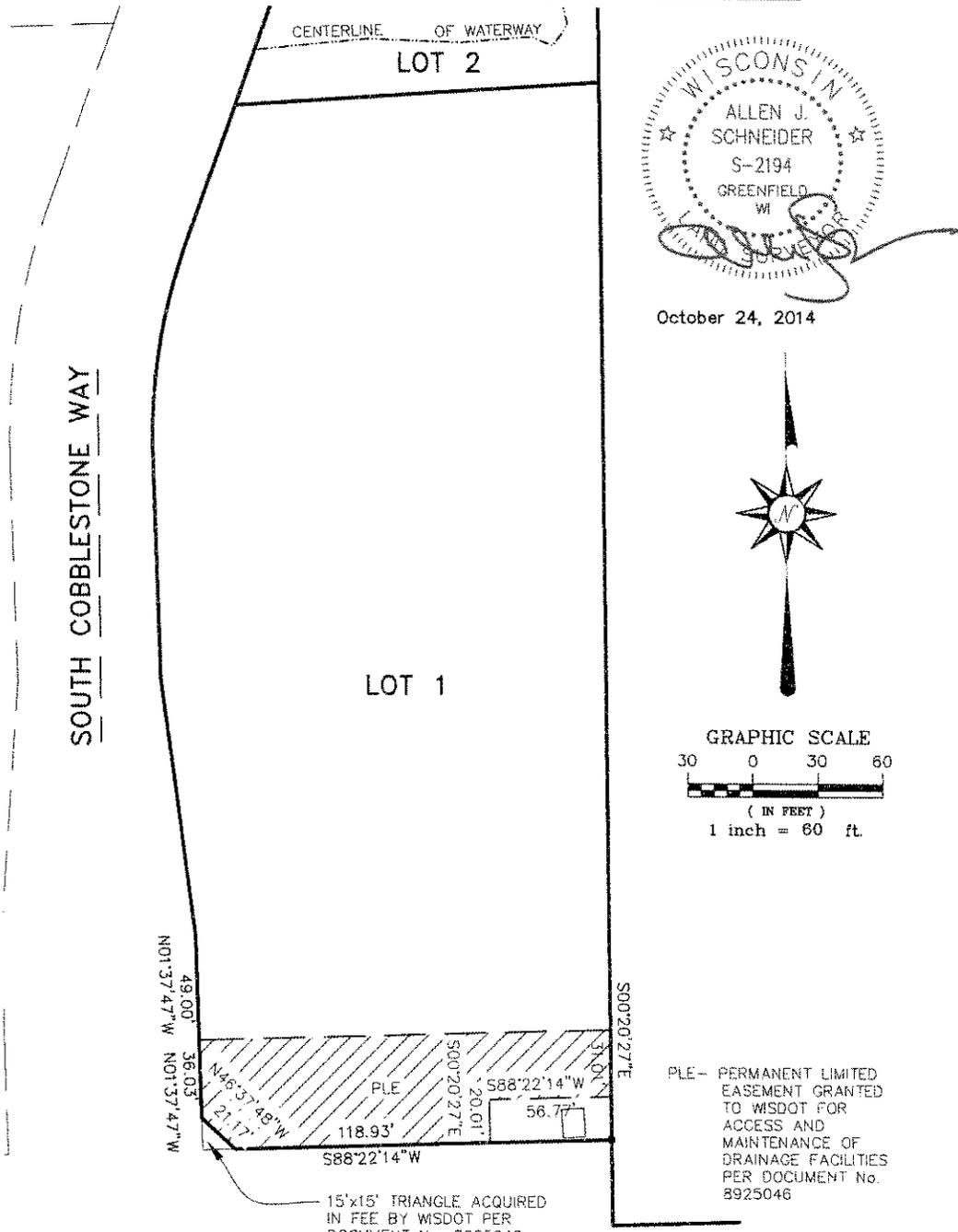
BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

**EXISTING WISDOT EASEMENTS PER DOCUMENT No. 8925046**



PLE - PERMANENT LIMITED EASEMENT GRANTED TO WISDOT FOR ACCESS AND MAINTENANCE OF DRAINAGE FACILITIES PER DOCUMENT No. 8925046

**CHAPUT LAND SURVEYS LLC**  
234 W. FLORIDA STREET  
MILWAUKEE, WI 53204  
414-224-8068  
www.chaputlandsurveys.com

**WEST RYAN ROAD**

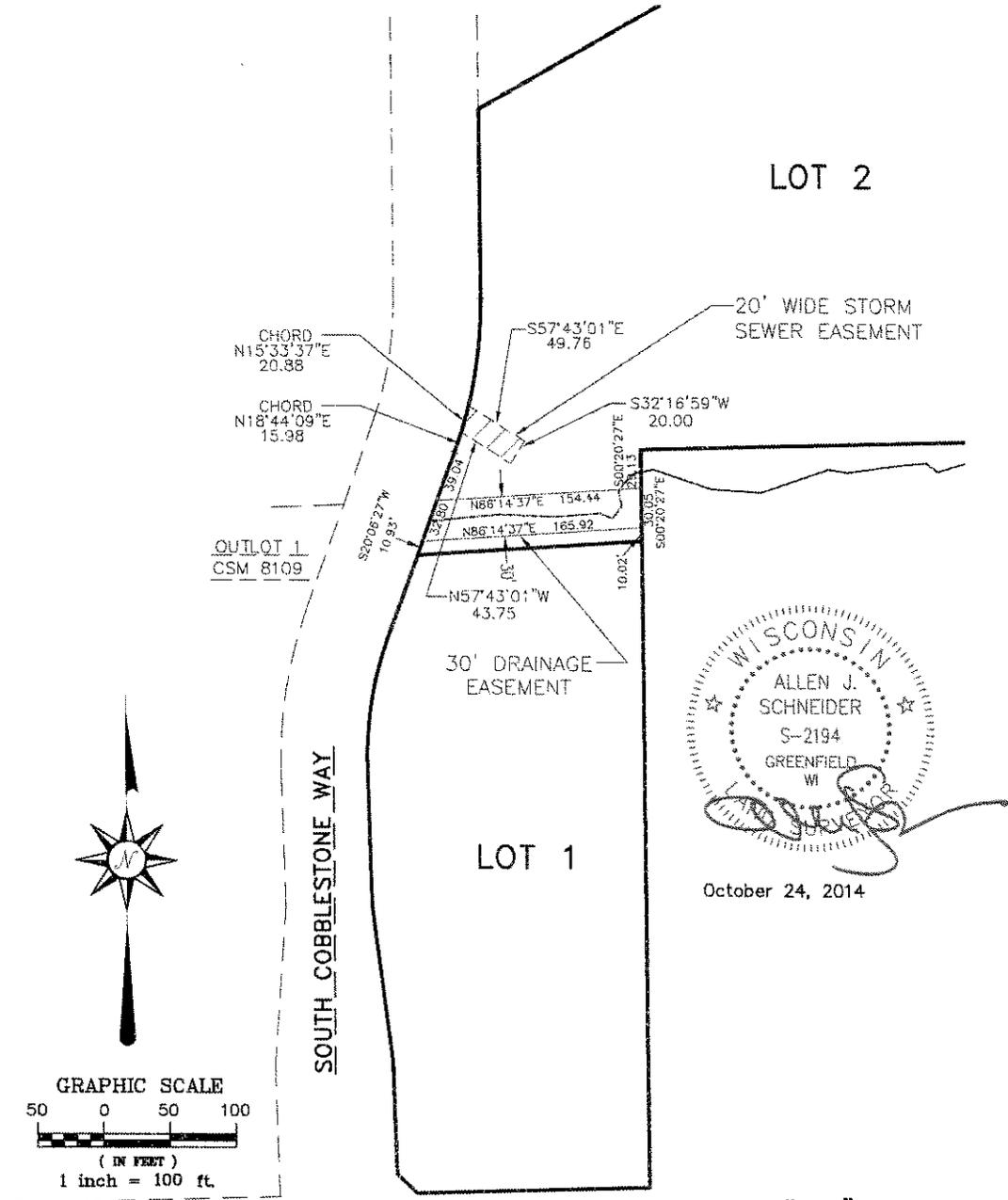
This instrument was drafted by Allen J. Schneider  
Registered Land Surveyor S-2194

Drawing No. 1466-ajs  
5 OF 16 PAGES

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

**EXISTING PUBLIC STORM SEWER EASEMENT PER CSM No. 6924**  
**AND**  
**EXISTING DRAINAGE WAY EASEMENT PER CSM No. 6924**



**CHAPUT LAND SURVEYS LLC**  
 234 W. FLORIDA STREET  
 MILWAUKEE, WI 53204  
 414-224-8068  
 www.chaputlandsurveys.com

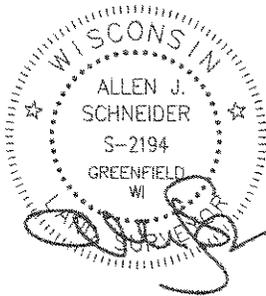
This instrument was drafted by Allen J. Schneider  
 Registered Land Surveyor S-2194

Drawing No. 1466-ajs  
 6 OF 16 PAGES

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

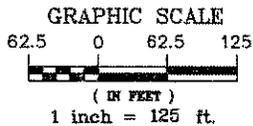
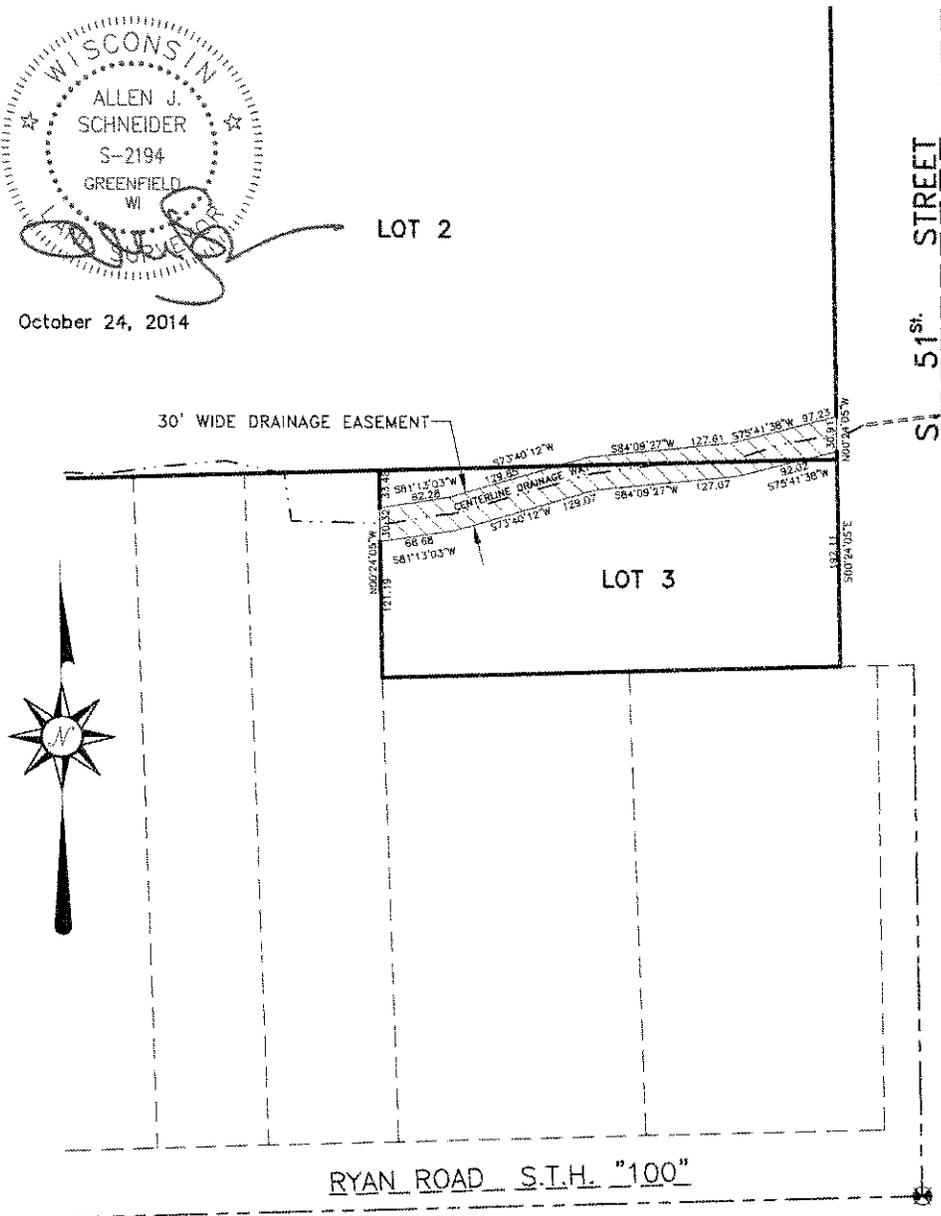
BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

EXISTING DRAINAGE WAY EASEMENT PER CSM No. 6924



October 24, 2014

LOT 2



CHAPUT LAND SURVEYS LLC  
234 W. FLORIDA STREET  
MILWAUKEE, WI 53204  
414-224-8068  
www.chaputlandsurveys.com

Drawing No. 1466-ajs

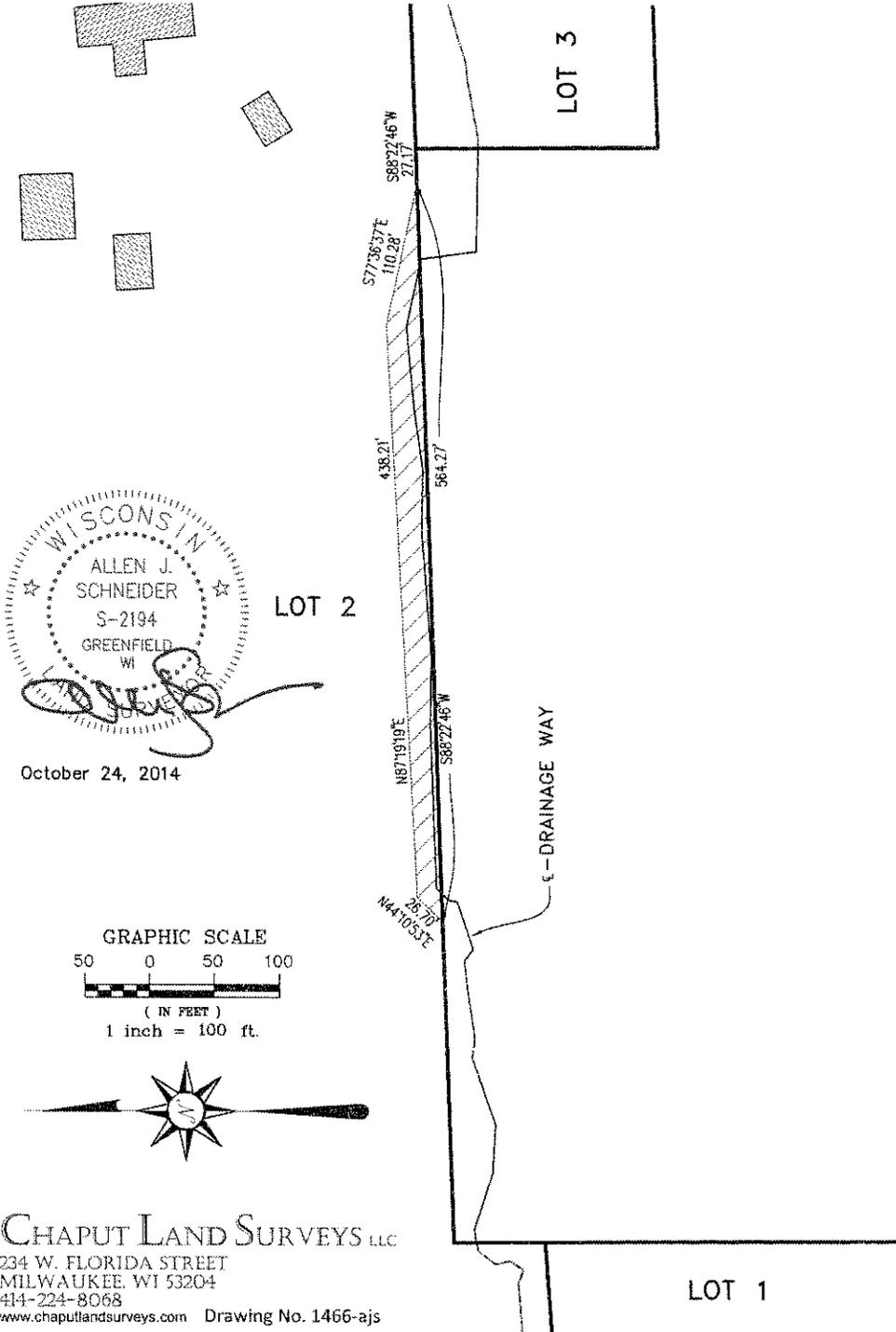
7 OF 16 PAGES

This instrument was drafted by Allen J. Schneider  
Registered Land Surveyor S-2194

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

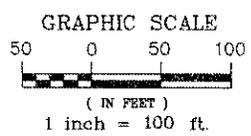
BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

**EXISTING DRAINAGE EASEMENT**



WISCONSIN  
ALLEN J. SCHNEIDER  
S-2194  
GREENFIELD, WI

October 24, 2014



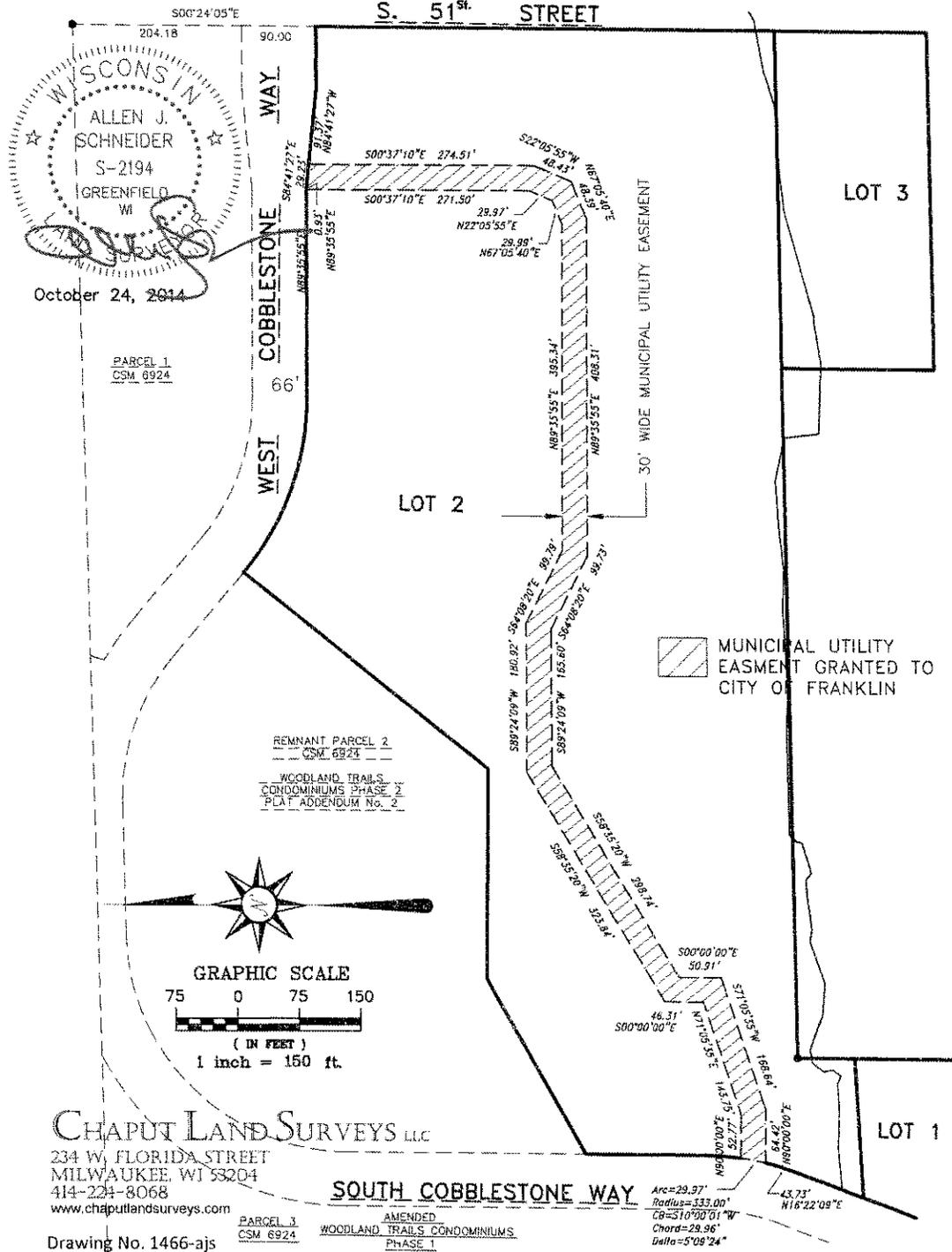
CHAPUT LAND SURVEYS LLC  
234 W. FLORIDA STREET  
MILWAUKEE, WI 53204  
414-224-8068  
www.chaputlandsurveys.com Drawing No. 1466-ajs

This instrument was drafted by Allen J. Schneider  
Registered Land Surveyor S-2194

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

**MUNICIPAL UTILITY EASEMENT**



**CHAPUT LAND SURVEYS LLC**  
 234 W. FLORIDA STREET  
 MILWAUKEE, WI 53204  
 414-224-8068  
 www.chaputlandsurveys.com

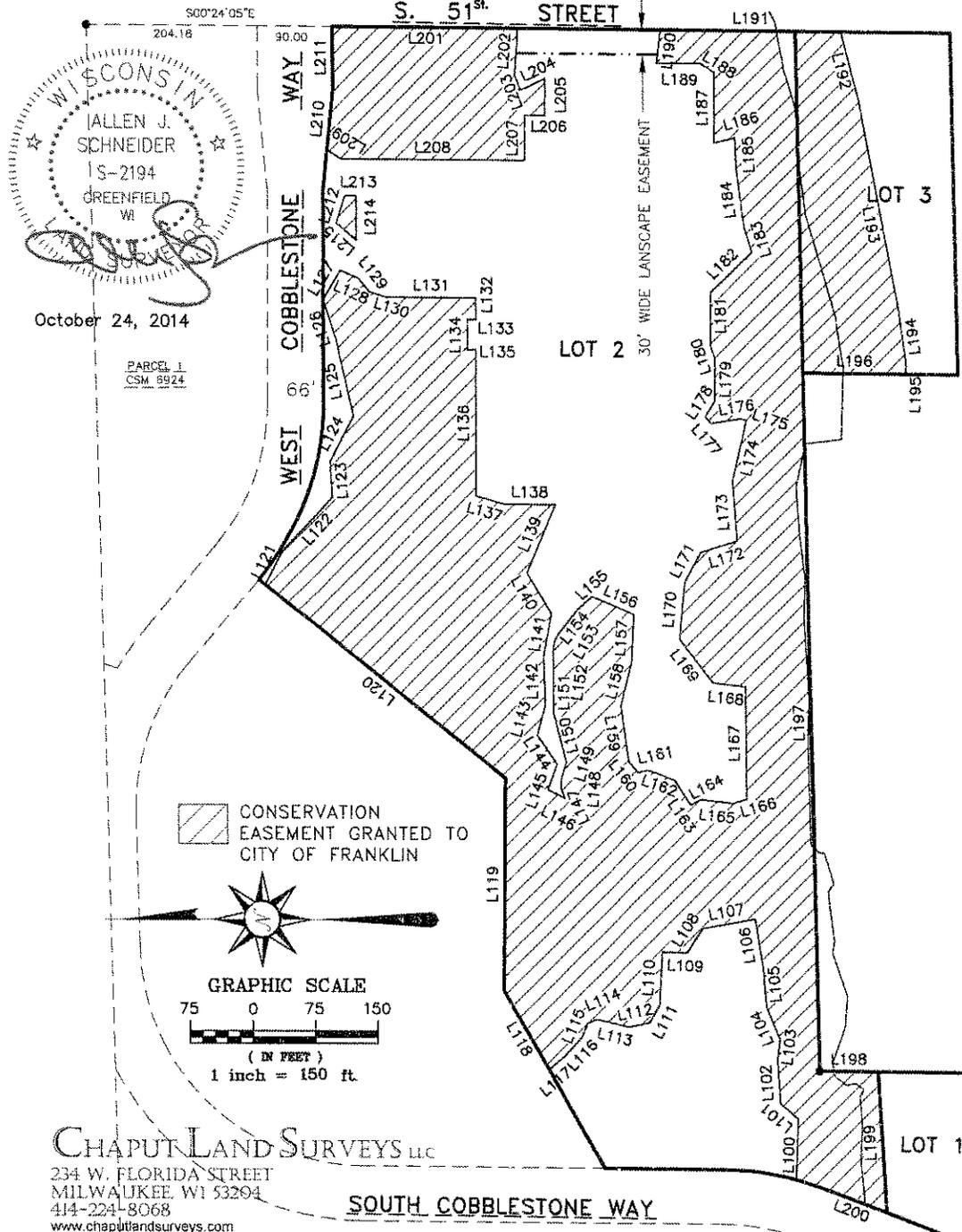
**SOUTH COBBLESTONE WAY**

Drawing No. 1466-ajs  
 PARCEL 3 CSM 6924  
 AMENDED WOODLAND TRAILS CONDOMINIUMS PHASE 1

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 802.1091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

**CONSERVATION EASEMENT AND LANDSCAPE EASEMENT**



**CHAPUT LAND SURVEYS LLC**  
 234 W. FLORIDA STREET  
 MILWAUKEE, WI 53204  
 414-224-8068  
 www.chaputlandsurveys.com

**SOUTH COBBLESTONE WAY**

Drawing No. 1466-ajs

This instrument was drafted by Allen J. Schneider  
 Registered Land Surveyor S-2194

10 OF 16 PAGES

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

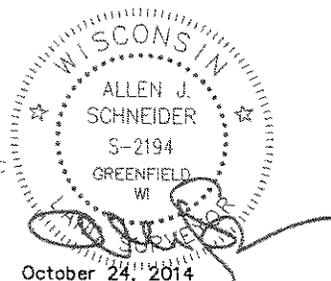
BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

## CONSERVATION EASEMENT

LINE	BEARING	DISTANCE
L100	S88°39'42"E	73.21'
L101	N39°35'53"E	27.52'
L102	S85°37'53"W	53.10'
L103	S83°37'06"E	24.63'
L104	S67°16'15"W	42.11'
L105	N85°10'16"E	47.90'
L106	S80°31'16"W	58.85'
L107	S11°12'08"E	64.25'
L108	S57°33'33"E	34.93'
L109	N01°15'01"E	29.28'
L110	N87°13'06"W	63.27'
L111	S62°16'53"E	25.30'
L112	N12°24'27"W	25.30'
L113	N12°31'46"E	39.98'
L114	S23°18'28"E	11.42'
L115	S67°04'19"E	20.08'
L116	N47°31'12"W	29.39'
L117	S41°01'59"E	25.02'
L118	N60°07'53"E	108.97'
L119	N90°00'00"W	254.54'
L120	N38°08'19"E	369.26'
L121	S62°39'23"E	44.46'
L122	N48°11'07"W	88.80'
L123	S86°21'01"W	42.81'
L124	S62°46'31"E	61.46'
L125	N76°38'50"E	92.33'
L126	N71°04'24"E	51.58'
L127	S59°00'53"E	40.99'
L128	S23°11'58"W	23.86'
L129	N50°33'10"E	20.58'
L130	N16°31'43"E	20.38'
L131	N00°24'05"W	108.67'
L132	S89°35'55"W	26.00'
L133	S00°24'05"E	9.67'
L134	N89°35'55"E	36.00'
L135	S00°24'05"E	9.67'
L136	N89°33'57"E	174.70'
L137	S14°31'33"W	36.12'
L138	S00°24'05"E	60.33'
L139	S68°03'29"E	88.44'
L140	N59°35'55"E	57.07'
L141	S80°14'56"E	51.77'
L142	S87°33'33"W	58.37'
L143	S74°47'41"E	37.20'
L144	N58°04'52"E	42.41'
L145	S71°04'33"E	32.18'
L146	N26°18'47"E	22.86'
L147	N68°33'30"E	13.18'
L148	S86°03'36"E	13.18'
L149	S73°22'08"E	18.70'
L150	N75°01'05"E	60.96'
L151	S89°12'17"W	78.25'
L152	S80°55'37"E	10.08'
L153	S61°35'12"E	10.08'
L154	S51°55'00"E	37.76'
L155	S42°57'55"E	23.00'
L156	N21°57'58"E	55.51'
L157	S87°26'25"E	67.60'
L158	S75°58'12"E	53.68'
L159	N81°18'38"E	67.35'

LINE	BEARING	DISTANCE
L160	S50°43'16"W	17.14'
L161	S13°17'22"E	12.70'
L162	S19°40'14"W	33.12'
L163	N56°27'31"E	35.53'
L164	S28°14'32"E	13.45'
L165	N05°31'37"E	58.58'
L166	S16°35'43"E	17.87'
L167	S89°08'54"W	135.25'
L168	N05°30'39"E	39.37'
L169	N52°02'37"E	66.26'
L170	S85°01'11"E	68.35'
L171	N62°16'09"W	41.12'
L172	S18°13'41"E	46.19'
L173	N85°10'23"E	71.64'
L174	S77°36'37"E	74.71'
L175	N17°43'36"E	6.81'
L176	S10°06'56"E	35.93'
L177	S47°25'31"W	11.11'
L178	S58°40'23"E	22.22'
L179	N89°48'16"E	48.94'
L180	N72°38'15"E	17.34'
L181	N89°35'55"E	63.62'
L182	N44°37'23"W	69.23'
L183	N72°32'07"E	31.12'
L184	N82°01'28"E	70.66'
L185	N86°53'55"E	36.81'
L186	S14°55'18"E	25.24'
L187	N89°35'55"E	84.34'
L188	S32°23'12"W	19.32'
L189	S00°24'05"E	52.87'
L190	S83°57'22"E	40.25'
L191	S00°24'05"E	215.31'
L192	N75°01'19"E	84.82'
L193	N78°55'03"E	251.71'
L194	N81°22'44"E	66.50'
L195	N88°44'16"W	12.65'
L196	S00°24'05"E	122.33'
L197	N88°22'46"E	838.03'
L198	S00°20'27"E	69.20'
L199	N86°14'36"E	169.75'
L200	S20°06'27"W	82.78'
L201	N00°24'05"W	224.36'
L202	S86°11'02"E	56.22'
L203	N68°22'14"E	19.30'
L204	S26°52'00"E	32.17'
L205	N89°28'56"E	44.28'
L206	S00°24'05"E	23.80'
L207	N89°54'20"E	54.33'
L208	S00°24'05"E	221.34'
L209	N30°40'15"E	20.76'
L210	S84°41'27"E	71.53'
L211	N89°35'55"E	76.45'
L212	S72°28'57"E	33.66'
L213	N00°24'05"W	13.77'
L214	N89°35'55"E	52.86'
L215	S40°24'40"W	31.87'

**CHAPUT LAND SURVEYS LLC**  
 234 W. FLORIDA STREET  
 MILWAUKEE, WI 53204  
 414-224-8068  
 www.chaputlandsurveys.com



October 24, 2014

11 OF 16 PAGES

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

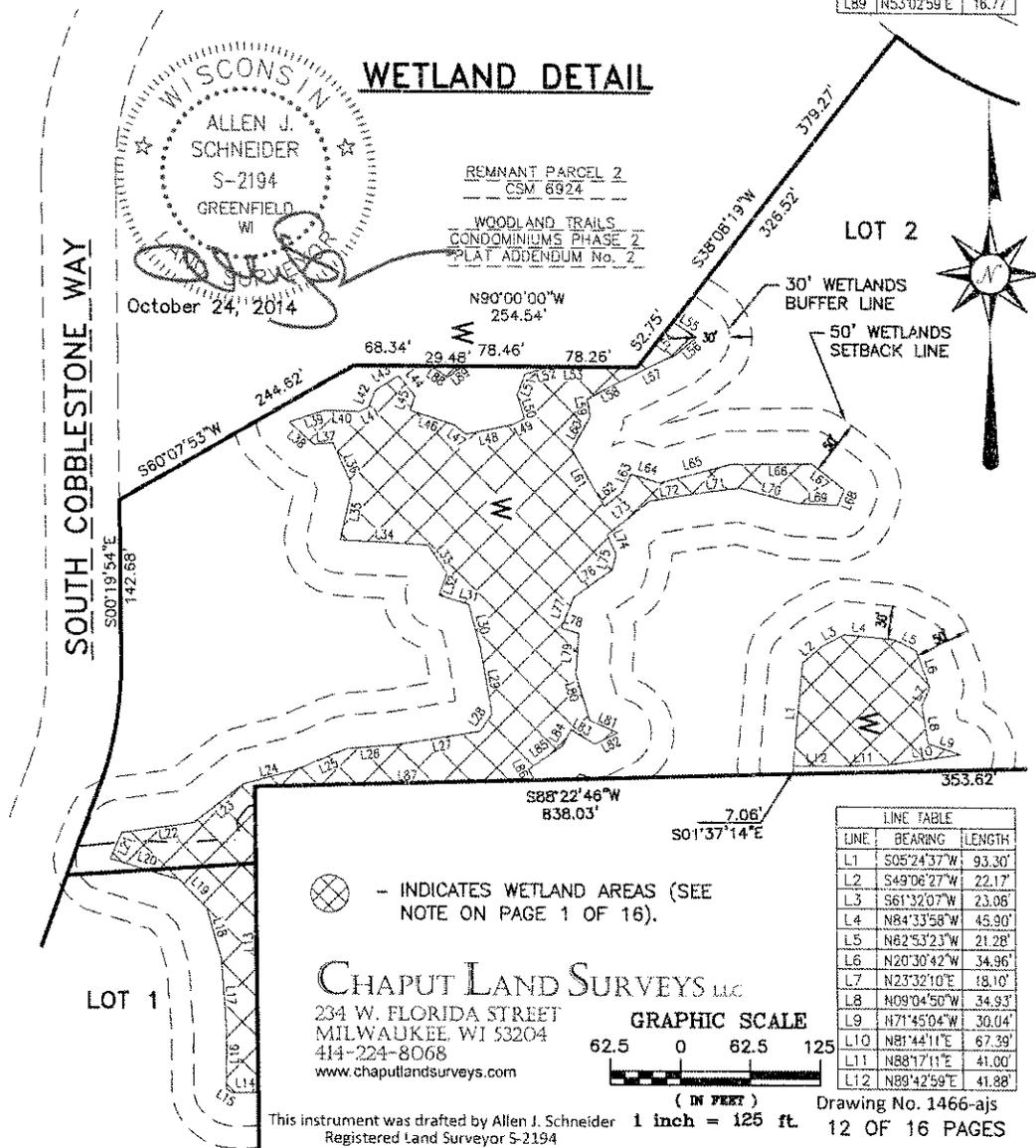
LINE	BEARING	LENGTH
L13	S00°20'27"E	275.66'
L14	S89°44'18"W	23.37'
L15	N55°33'14"W	6.29'
L16	N00°17'54"E	52.41'
L17	N03°38'39"W	64.44'
L18	N16°03'57"W	48.08'
L19	N45°02'20"W	35.43'
L20	N73°15'23"W	64.36'
L21	N23°28'41"E	25.88'
L22	N82°01'15"E	65.28'
L23	N52°34'08"E	57.75'
L24	N75°02'49"E	47.60'
L25	N67°16'15"E	51.04'
L26	N85°10'16"E	44.10'
L27	N80°31'16"E	77.24'

LINE	BEARING	LENGTH
L28	N33°51'12"E	18.70'
L29	N09°28'17"W	61.04'
L30	N14°45'32"W	39.36'
L31	N73°36'00"W	28.44'
L32	N20°58'40"E	21.17'
L33	N34°36'14"W	30.92'
L34	N87°13'06"W	78.10'
L35	N12°31'45"E	49.68'
L36	N23°18'28"W	42.33'
L37	S85°24'25"W	17.45'
L38	N47°31'12"W	29.39'
L39	N71°28'21"E	32.86'
L40	S88°42'59"E	31.34'
L41	N62°17'53"E	8.76'
L42	N23°27'42"E	16.34'

LINE	BEARING	LENGTH
L43	N57°51'59"E	24.88'
L44	S38°24'08"E	23.16'
L45	S18°20'20"W	13.59'
L46	S72°22'42"E	41.96'
L47	S52°41'48"E	13.78'
L48	N78°00'02"E	41.39'
L49	N62°48'22"E	13.47'
L50	N18°16'44"W	22.32'
L51	N22°11'13"E	19.88'
L52	N73°11'02"E	23.22'
L53	N90°00'00"E	78.26'
L54	N38°08'19"E	52.75'
L55	S55°29'16"E	24.93'
L56	S49°51'50"W	24.89'
L57	S63°42'07"W	43.79'

LINE	BEARING	LENGTH
L58	S62°21'57"W	44.94'
L59	S10°41'11"E	15.38'
L60	S29°11'53"W	34.85'
L61	S29°47'42"E	58.79'
L62	N50°42'33"E	20.86'
L63	N25°08'42"E	17.49'
L64	S73°22'08"E	27.25'
L65	N74°48'31"E	65.86'
L66	N89°24'11"E	72.27'
L67	S51°55'00"E	37.76'
L68	S24°58'00"W	15.20'
L69	N87°26'25"W	36.41'
L70	N75°14'52"W	53.20'
L71	S82°40'36"W	40.96'
L72	S79°53'15"W	41.53'

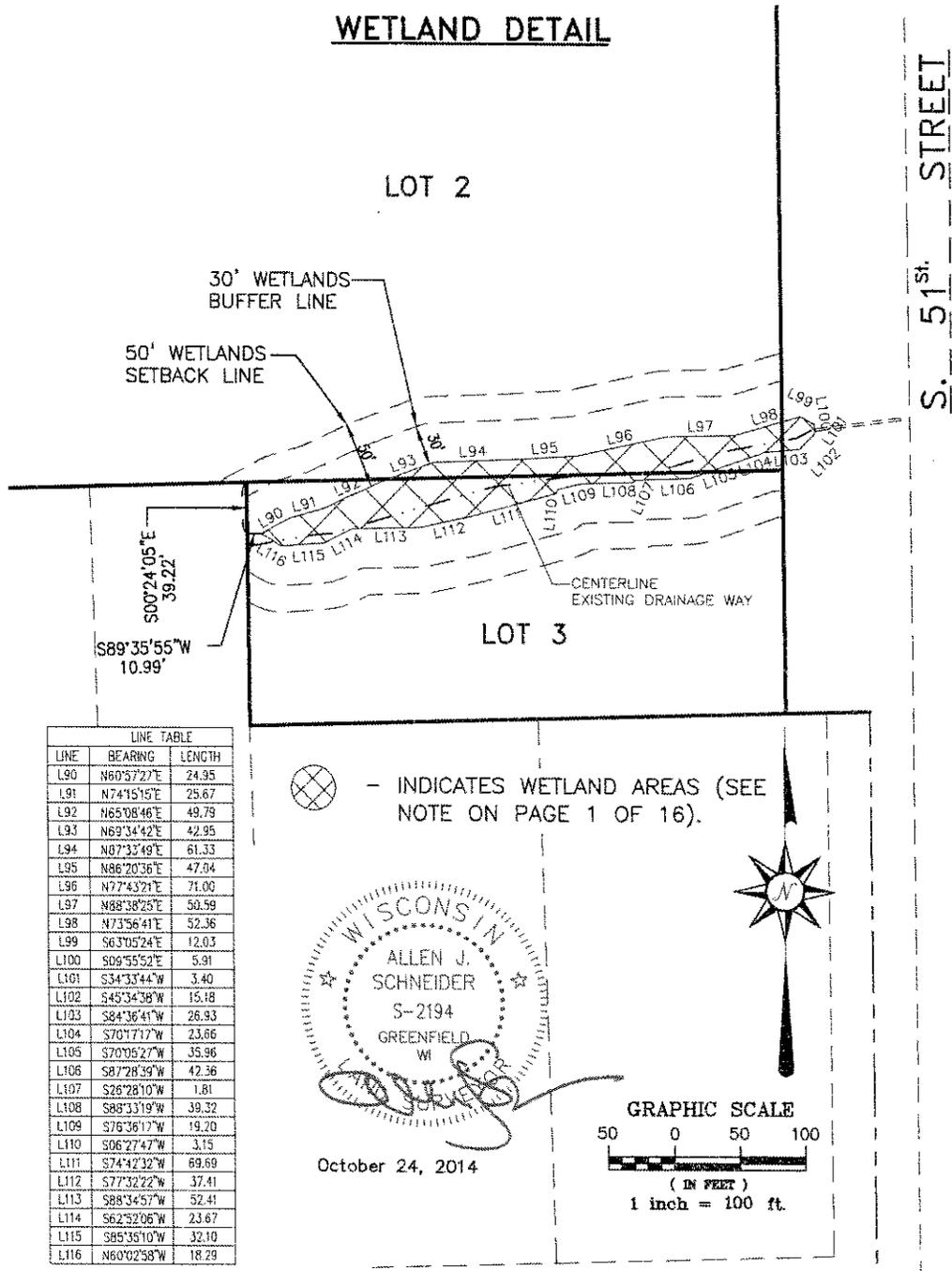
LINE	BEARING	LENGTH
L73	S50°43'16"W	48.12'
L74	S25°34'18"E	18.92'
L75	S14°37'52"W	14.29'
L76	S54°22'05"W	42.92'
L77	S21°50'37"W	30.24'
L78	S73°46'00"E	16.30'
L79	S04°29'29"W	36.73'
L80	S16°35'43"E	43.50'
L81	S67°17'54"E	27.17'
L82	S82°51'09"W	23.01'
L83	N59°05'57"W	25.44'
L84	S28°07'21"W	16.50'
L85	S54°52'44"W	37.09'
L86	S28°50'48"E	10.96'
L87	S88°22'46"W	251.92'
L88	S57°55'45"E	18.98'
L89	N53°02'59"E	16.77'



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

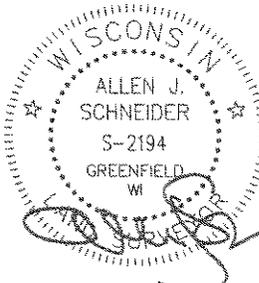
**WETLAND DETAIL**



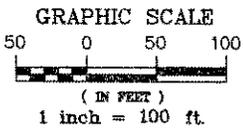
LINE	BEARING	LENGTH
L90	N60°57'27"E	24.95
L91	N74°15'15"E	25.67
L92	N65°08'46"E	49.79
L93	N69°34'42"E	42.95
L94	N87°32'49"E	61.33
L95	N86°20'36"E	47.04
L96	N77°43'27"E	71.00
L97	N88°38'25"E	50.59
L98	N73°56'41"E	52.36
L99	S63°05'24"E	12.03
L100	S09°55'52"E	5.91
L101	S34°33'44"W	3.40
L102	S45°34'38"W	15.18
L103	S84°36'41"W	26.93
L104	S70°17'17"W	23.66
L105	S70°05'27"W	35.96
L106	S87°28'39"W	42.36
L107	S26°28'10"W	1.81
L108	S89°33'19"W	39.32
L109	S76°36'17"W	19.20
L110	S06°27'47"W	3.15
L111	S74°42'32"W	69.69
L112	S77°32'22"W	37.41
L113	S88°34'57"W	52.41
L114	S62°32'06"W	23.67
L115	S85°35'10"W	32.10
L116	N60°02'58"W	18.29



- INDICATES WETLAND AREAS (SEE NOTE ON PAGE 1 OF 16).



October 24, 2014



**CHAPUT LAND SURVEYS LLC.**

234 W. FLORIDA STREET  
MILWAUKEE, WI 53204  
414-224-8068  
www.chaputlandsurveys.com

RYAN ROAD S.T.H. "100"

Drawing No. 1466-ajs

This instrument was drafted by Allen J. Schneider  
Registered Land Surveyor S-2194

13 OF 16 PAGES

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

SURVEYORS CERTIFICATE

I, Allen J. Schneider, Registered Land Surveyor no. 2194, do hereby certify to the best of my professional knowledge that, under the direction of FRANKLIN SQUARE LLC, owner of that property described, that I have surveyed, divided, and mapped the following described tract of land.

BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS BELOW:

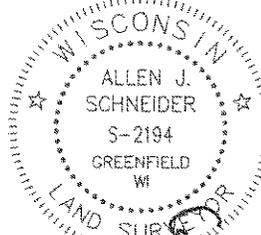
Commencing at the Southeast corner of the Southwest 1/4 of said Section 23; thence North 00°24'05" West, along the East line of the Southwest 1/4 of said Section 23, 475.00 feet; thence South 88°22'46" West, 65.01 feet to the POINT OF BEGINNING of lands to be described herein; thence South 88°22'46" West, 407.99 feet; thence North 00°24'05" West, 185.00 feet; thence South 88°22'46" West, 838.03 feet; thence South 00°20'27" East, 560.19 feet to a point on the northerly right-of-way line of West Ryan Road (S.T.H. "100"); thence South 88°22'14" West, along said northerly right-of-way line, 175.70 feet; thence North 46°37'48" West, 21.17 feet to a point on the easterly right-of-way line of South Cobblestone Way; thence North 01°37'47" West, along said easterly right-of-way line 85.03 feet; thence North 07°20'16" West, along said right-of-way line, 120.60 feet; thence North 01°37'47" West, along said right-of-way line, 102.72 feet to the point of curve; thence 101.30 feet along said right-of-way line and an arc of curve whose radius point bears North 88°22'13" East, 267.00 feet, with a chord which bears North 09°14'20" East, 100.69 feet and has a central angle of 21°44'14"; thence North 20°06'27" East, along said right-of-way line, 150.55 feet to a point of curve; thence 118.79 feet along said right-of-way line and an arc of curve whose radius point bears North 69°53'33" West, 333.00 feet, with a chord which bears North 09°53'17" East, 118.16 feet and has a central angle of 20°26'21"; thence North 00°19'54" West, along said right-of-way line, 142.68 feet; thence North 60°07'53" East, 244.62 feet; thence South 90°00'00" East, 254.54 feet; thence North 38°08'19" East, 379.27 feet to the southerly right-of-way line of West Cobblestone Way and a point of curve; thence 231.36 feet along said southerly right-of-way line and an arc of curve whose radius point bears North 39°24'20" East, 333.00 feet, with a chord which bears South 70°29'52" East, 226.73 feet and has a central angle of 39°48'25"; thence North 89°35'55" East, along said southerly right-of-way line, 251.53 feet; thence South 84°41'27" East, along said southerly right-of-way line, 120.60 feet; thence North 89°35'55" East, along said southerly right-of-way line, 76.45 feet to a point on the westerly right-of-way line of South 51st Street; thence South 00°24'05" East, along said westerly right-of-way line, 741.85 feet to the POINT OF BEGINNING.

Said lands as described contain 852,504 sq. ft. or 19.5708 Acres of Land, more or less.

I further certify that such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

I further certify that I have complied with Chapter 236 of the Wisconsin Statutes and the Unified Development ordinance— Division 15 of the City of Franklin Municipal Code in surveying, dividing, and mapping the same.

October 24, 2014



By:

Allen J. Schneider, RLS 2194

CHAPUT LAND SURVEYS LLC  
234 W. FLORIDA STREET Drawing No. 1466-ajs  
MILWAUKEE, WI 53204  
414-224-8068  
www.chaputlandsurveys.com

This instrument was drafted by Allen J. Schneider  
Registered Land Surveyor S-2194

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

OWNERS CERTIFICATE

FRANKLIN SQUARE, LLC, Owner, does hereby certify that we have caused the land described on this map to be surveyed, divided, mapped, and dedicated as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Unified Development Ordinance-- Division 15 of the City of Franklin Municipal Code.

Witness the hand and seal of \_\_\_\_\_, Managing Member, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

IN THE PRESENCE OF: FRANKLIN SQUARE, LLC

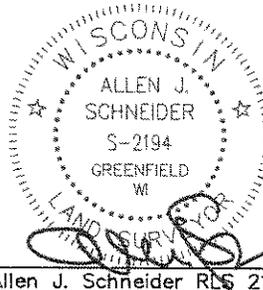
\_\_\_\_\_  
Witness \_\_\_\_\_, Managing Member

MILWAUKEE COUNTY,  
STATE OF WISCONSIN) ss

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, the above named \_\_\_\_\_, Managing Member of FRANKLIN SQUARE, LLC, known to be the person who executed the foregoing instrument and acknowledged that he did so as the deed of said Company.

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

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



October 24, 2014

CHAPUT LAND SURVEYS LLC  
234 W. FLORIDA STREET Drawing No. 1466-ajs  
MILWAUKEE, WI 53204  
414-224-8068  
www.chaputlandsurveys.com

By:

Allen J. Schneider RLS 2194

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

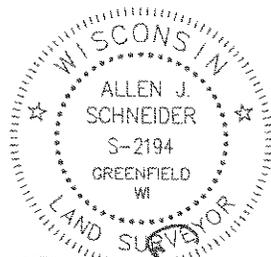
APPROVED by the Common Council of the City of Franklin  
by Resolution No. \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
APPROVED AND SIGNED:

\_\_\_\_\_  
Mayor, City of Franklin

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



October 24, 2014

CHAPUT LAND SURVEYS LLC  
234 W. FLORIDA STREET  
MILWAUKEE, WI 53204 Drawing No. 1466-ajs  
414-224-8068  
www.chaputlandsurveys.com

By: Allen J. Schneider RLS 2194

This instrument was drafted by Allen J. Schneider  
Registered Land Surveyor S-2194

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">12/02/14</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>RESOLUTION AUTHORIZING THE VACATION OF PUBLIC UTILITY AND ROADWAY EASEMENTS UPON LANDS DESCRIBED WITHIN CERTIFIED SURVEY MAP NO. 6924, RECORDED AS DOCUMENT NO. 8021091 ON FEBRUARY 7, 2001 WITH MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (APPROXIMATELY 51ST STREET AND COBBLESTONE WAY) (FRANKLIN SQUARE, LLC, CERTIFIED SURVEY MAP APPLICANT)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.9.</i></p>

At its November 20, 2014, meeting the Plan Commission recommended approval of a resolution authorizing the vacation of public utility and roadway easements upon lands described within Certified Survey Map No. 6924, recorded as Document No. 8021091 on February 7, 2001 in the Milwaukee County Register of Deeds, being a part of the southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Franklin Square, LLC, Applicant) (Approximately 51st Street and Cobblestone Way).

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2014-\_\_\_\_\_, a resolution authorizing the vacation of public utility and roadway easements upon lands described within Certified Survey Map No. 6924, recorded as Document No. 8021091 on February 7, 2001 in the Milwaukee County Register of Deeds, being a part of the southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Franklin Square, LLC, Applicant) (Approximately 51st Street and Cobblestone Way).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE VACATION OF PUBLIC UTILITY AND ROADWAY EASEMENTS UPON LANDS DESCRIBED WITHIN CERTIFIED SURVEY MAP NO. 6924, RECORDED AS DOCUMENT NO. 8021091 ON FEBRUARY 7, 2001 WITH THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (APPROXIMATELY 51ST STREET AND COBBLESTONE WAY) (FRANKLIN SQUARE, LLC, CERTIFIED SURVEY MAP APPLICANT)

---

WHEREAS, Franklin Square, LLC having applied for the approval of a certified survey map for the division of lands within a previously approved and recorded Certified Survey Map No. 6924 area, with such application noting the vacation of certain pre-application existing public easements that were no longer necessary because the proposed certified survey map provided for such public easement needs in proposed new easement areas; and

WHEREAS, the Franklin Square, LLC proposed certified survey map at page 2 noting the vacation of the 20' Watermain Easement shown on Page 7 of Certified Survey Map No. 6924, the 20' Sanitary Sewer Easement shown on page 9 of Certified Survey Map No. 6924, the 20' Storm Sewer Easement located on Parcel 2 of Certified Survey Map No. 6924 and shown on page 13 of said Certified Survey Map (except that portion shown on page 7 of the proposed certified survey map), and the 40' Private Road Easement shown on page 5 of Certified Survey Map No. 6924; and

WHEREAS, the subject easements described above are all located on the property more particularly described as follows:

BEING A REDIVISION OF THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 6924, RECORDED AS DOCUMENT NO. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN; and

WHEREAS, the Common Council having approved the proposed certified survey map containing the aforesaid easement vacations upon even-date herewith; and

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

RESOLUTION NO. 2014-\_\_\_\_\_

Page 2

that the restriction may be released or waived in writing by the public body having the right of enforcement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the 20' Watermain Easement shown on Page 7 of Certified Survey Map No. 6924, the 20' Sanitary Sewer Easement shown on page 9 of Certified Survey Map No. 6924, the 20' Storm Sewer Easement located on Parcel 2 of Certified Survey Map No. 6924 and shown on page 13 of said Certified Survey Map (except that portion shown on page 7 of the Certified Survey Map approved on even-date herewith), and the 40' Private Road Easement shown on page 5 of Certified Survey Map No. 6924, be and the same are hereby waived, released and vacated.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

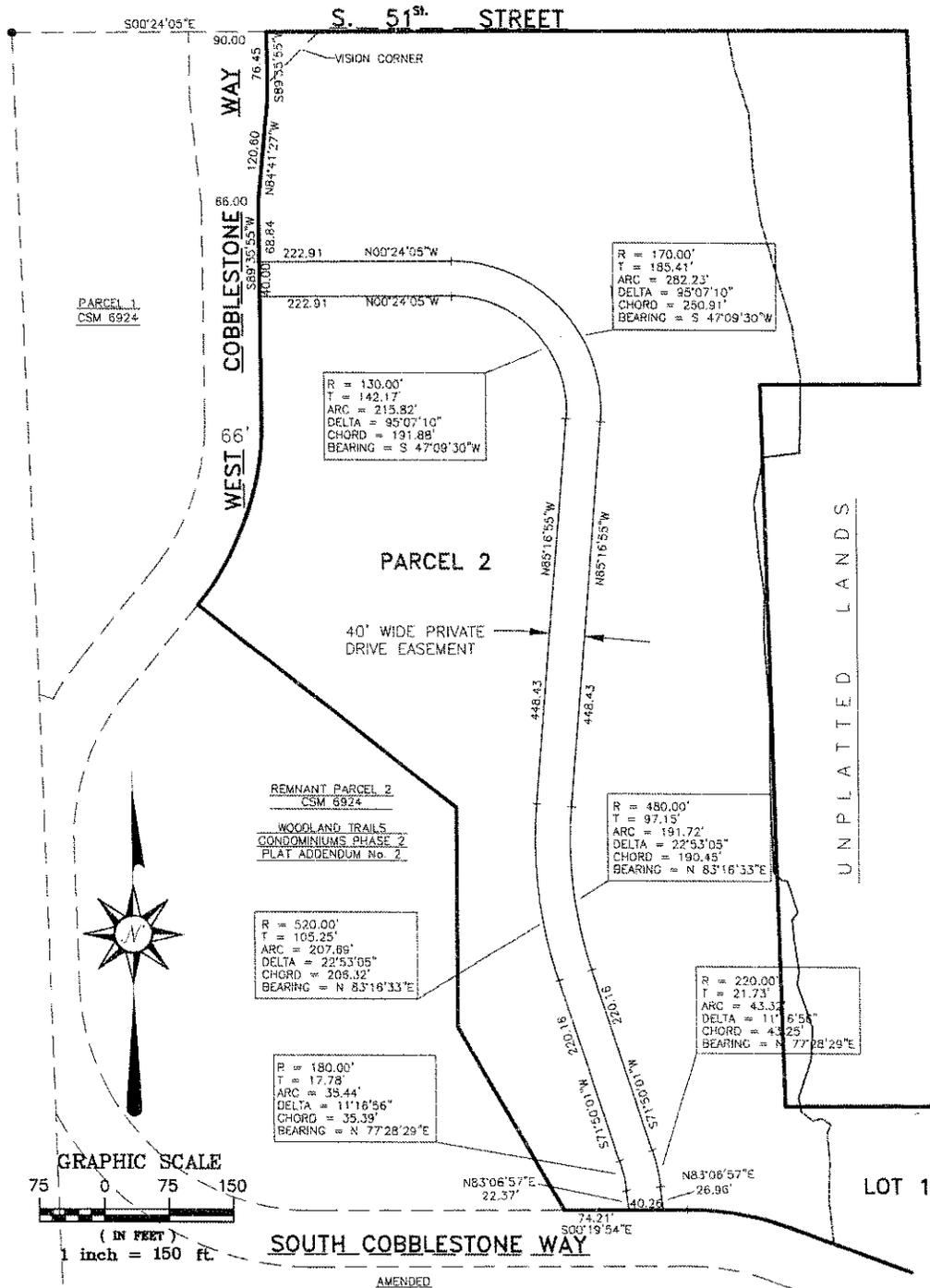
ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

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

BEING THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

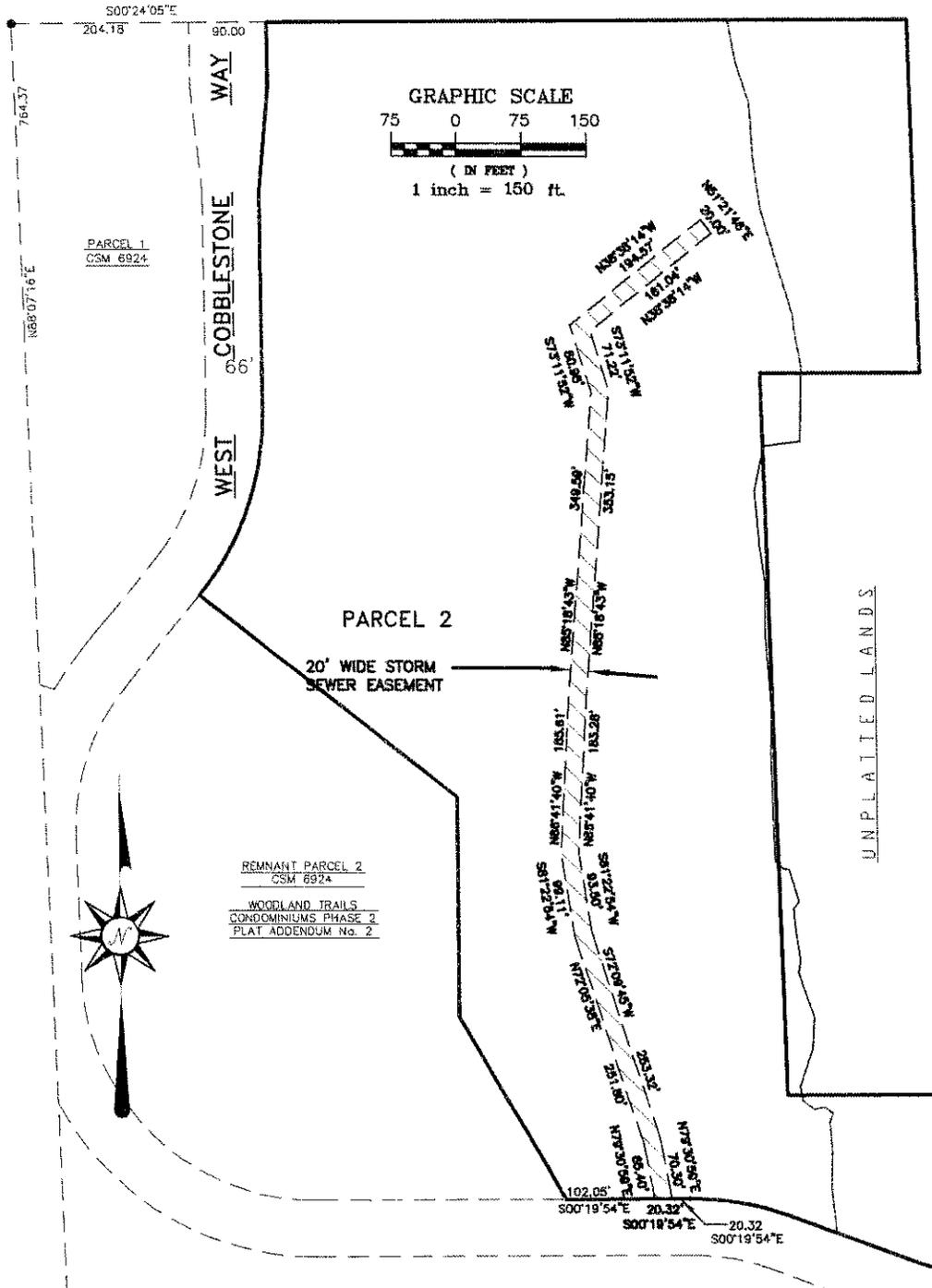
**VACATED PRIVATE ROAD EASEMENT**





BEING THAT PART OF PARCEL 2 OF CERTIFIED SURVEY MAP No. 6924, RECORDED AS DOCUMENT No. 8021091 ON FEBRUARY 7, 2001 IN THE MILWAUKEE COUNTY REGISTER OF DEEDS, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

**VACATED PUBLIC STORM SEWER EASEMENT**



This instrument was drafted by Allen J. Schneider  
Registered Land Surveyor S-2194

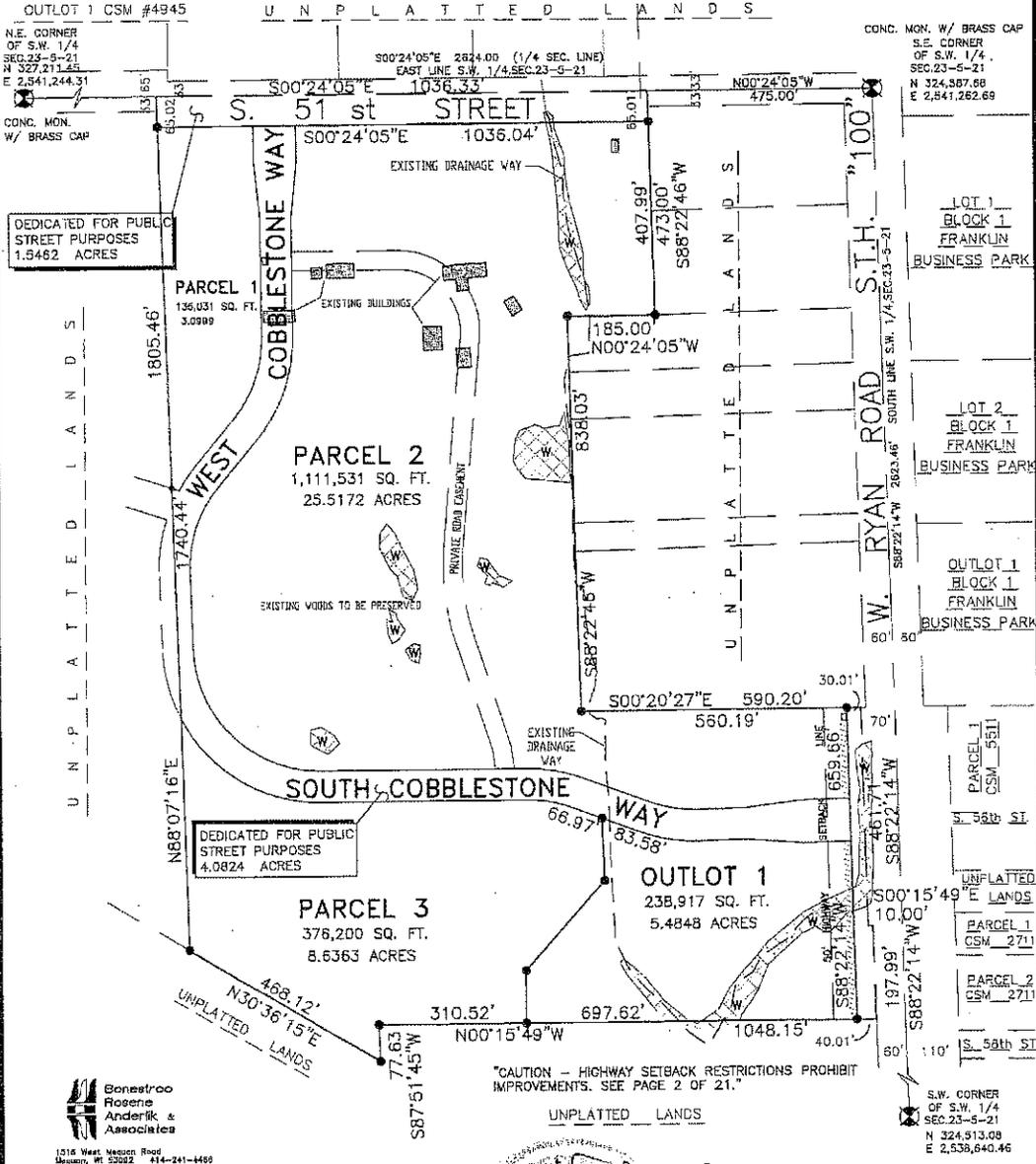




Stock No. 26273

# MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 6924

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



DEDICATED FOR PUBLIC STREET PURPOSES  
1.5462 ACRES

PARCEL 1  
136,031 SQ. FT.  
3.0992

PARCEL 2  
1,111,531 SQ. FT.  
25.5172 ACRES

DEDICATED FOR PUBLIC STREET PURPOSES  
4.0824 ACRES

PARCEL 3  
376,200 SQ. FT.  
8.6363 ACRES

OUTLOT 1  
238,917 SQ. FT.  
5.4848 ACRES

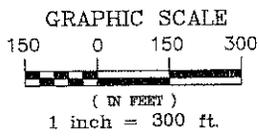
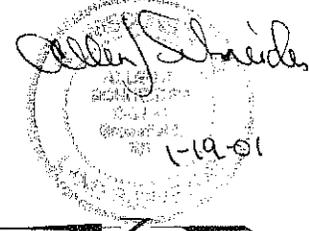
\*CAUTION - HIGHWAY SETBACK RESTRICTIONS PROHIBIT IMPROVEMENTS. SEE PAGE 2 OF 21.\*



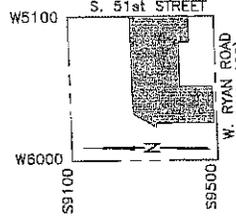
1516 West Mequon Road  
Mequon, WI 53092 414-241-4468

### PAGE INDEX

PAGE NO.	DESCRIPTION
2	NOTES
3	COBBLESTONE WAY RIGHT-OF-WAY
4	COBBLESTONE WAY RIGHT-OF-WAY
5	PRIVATE ROAD EASEMENT
6	P.D.C. NO. 25 SETBACKS
7	WATERMAIN EASEMENT
8	WATERMAIN EASEMENT
9	SANITARY SEWER EASEMENT
10	SANITARY SEWER EASEMENT
11	STORM SEWER EASEMENT
12	STORM SEWER EASEMENT
13	STORM SEWER EASEMENT
14	DRAINAGE WAY EASEMENT
15	DRAINAGE WAY EASEMENT
16	WETLAND DETAIL
17	WETLAND DETAIL
18	WETLAND DETAIL
19	WETLAND COURSES
20	SURVEYOR'S CERTIFICATE
21	OWNER'S CERTIFICATE
22	CITY APPROVAL CERTIFICATE



### VICINITY MAP



S.W. 1/4 OF SECTION  
23-5-21  
SCALE 1"=2640'

DATE 10-27-00

1 OF 22 PAGES

THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2194 OF BONESTROOT, ROGENE, ANDERLIK, AND ASSOCIATES AT 1516 W. MEQUON ROAD, MEQUON, WI 53092, 241-4468.



Stock No. 26273

# MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 1924

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

## NOTES

1) No improvements or structures are allowed between the right-of-way line and the highway setback line. Improvements and structures include, but are not limited to, signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings, retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in Section 236.293, Wisconsin Department of Transportation or its assigns. Contact the Wisconsin Department of transportation for more information. The phone number may be obtained by contacting the County Highway Department.

2) The parcels of this land division may experience noise at levels exceeding the levels in s. Trans 405.04, Table I. These levels are based on federal standards. Owners of these parcels are responsible for abating noise sufficient to protect these parcels.

3) "As Owner I hereby restrict all parcels so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of S.T.H. "100" (Ryan Road) as shown on this Certified Survey Map; it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s. 236.293, Stats., and shall be enforceable by the department or its assigns."

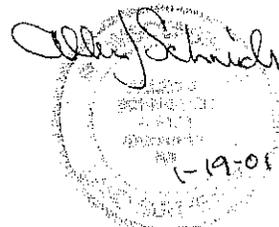
4) This Certified Survey Map prepared for Franklin Square LLC with a business address of 622 N. Water Street, Suite 200, Milwaukee, Wi.

5) The overall gross area of the land included in this Certified Survey Map is 48.8703 acres.

6) Bearings are referenced to grid north of the Wisconsin State Plane coordinate system, south zone.

- Indicates Found 1" iron pipe
- Indicates set 1" iron pipe 24" in length weighing 1.13 lbs. per lineal foot.
- ⊙ Indicates wetlands as field delineated by BSL of Bonestroo, Rosene, Anderlik & Associates on August 19 & September 22, 1999 and approved by Army Corp of Engineers on October 26, 1999.

D.O.T. APPROVAL NUMBER 40-100-0070-00



DATE 10-27-00

2 OF 22 PAGES



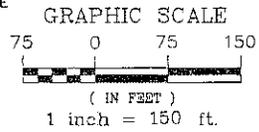


Stock No. 26273

# MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 16924

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

**Bonestroo  
Rosene  
Anderlik &  
Associates**  
1816 West Mequon Road  
Mequon, WI 53092 414-241-4468



R = 257.00'  
T = 96.57'  
ARC = 185.50'  
DELTA = 39°48'25"  
CHORD = 181.79'  
BEARING = S 70°29'52"E

DEDICATED FOR PUBLIC  
STREET PURPOSES  
4.0765 ACRES

R = 333.00'  
T = 28.07'  
ARC = 57.98'  
DELTA = 09°58'36"  
CHORD = 57.91'  
BEARING = S 55°34'58"E

R = 333.00'  
T = 120.57'  
ARC = 231.36'  
DELTA = 39°48'25"  
CHORD = 226.73'  
BEARING = S 70°29'52"E

R = 267.00'  
T = 100.58'  
ARC = 192.39'  
DELTA = 41°17'04"  
CHORD = 188.23'  
BEARING = S 71°14'12"E

*Allen J. Schneider*  
1-19-01

SEE PAGE 3 OF 22

PARCEL 3

DATE 10-27-00



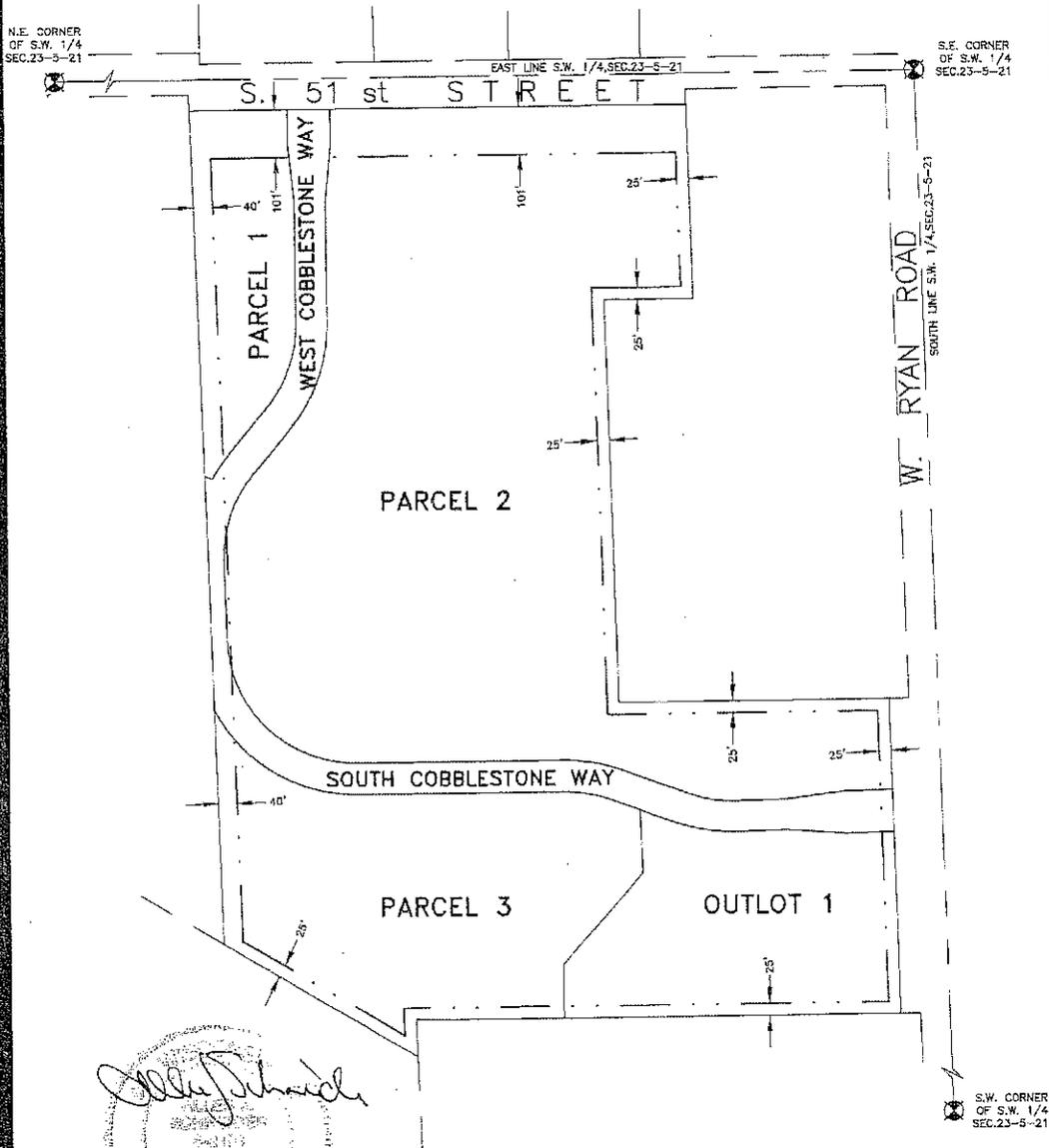


Stock No. 26273

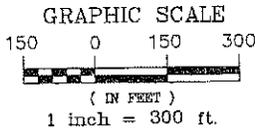
# MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 6924

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

## PLANNED DEVELOPMENT DISTRICT NO. 25 SETBACKS



*Allen J. Schneider*  
 1-18-01  
 Surveyor  
 State of Wisconsin  
 No. 10000



**Bonestroo  
 Rosene  
 Anderlik &  
 Associates**  
 1518 West Mequon Road  
 Mequon, WI 53092 414-241-4499

DATE 10-27-00

THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2194 OF BONESTROO, ROSENE ANDERLIK, AND ASSOCIATES AT 1518 W. MEQUON ROAD, MEQUON, WI 53092, 241-4468.

6 OF 22 PAGES



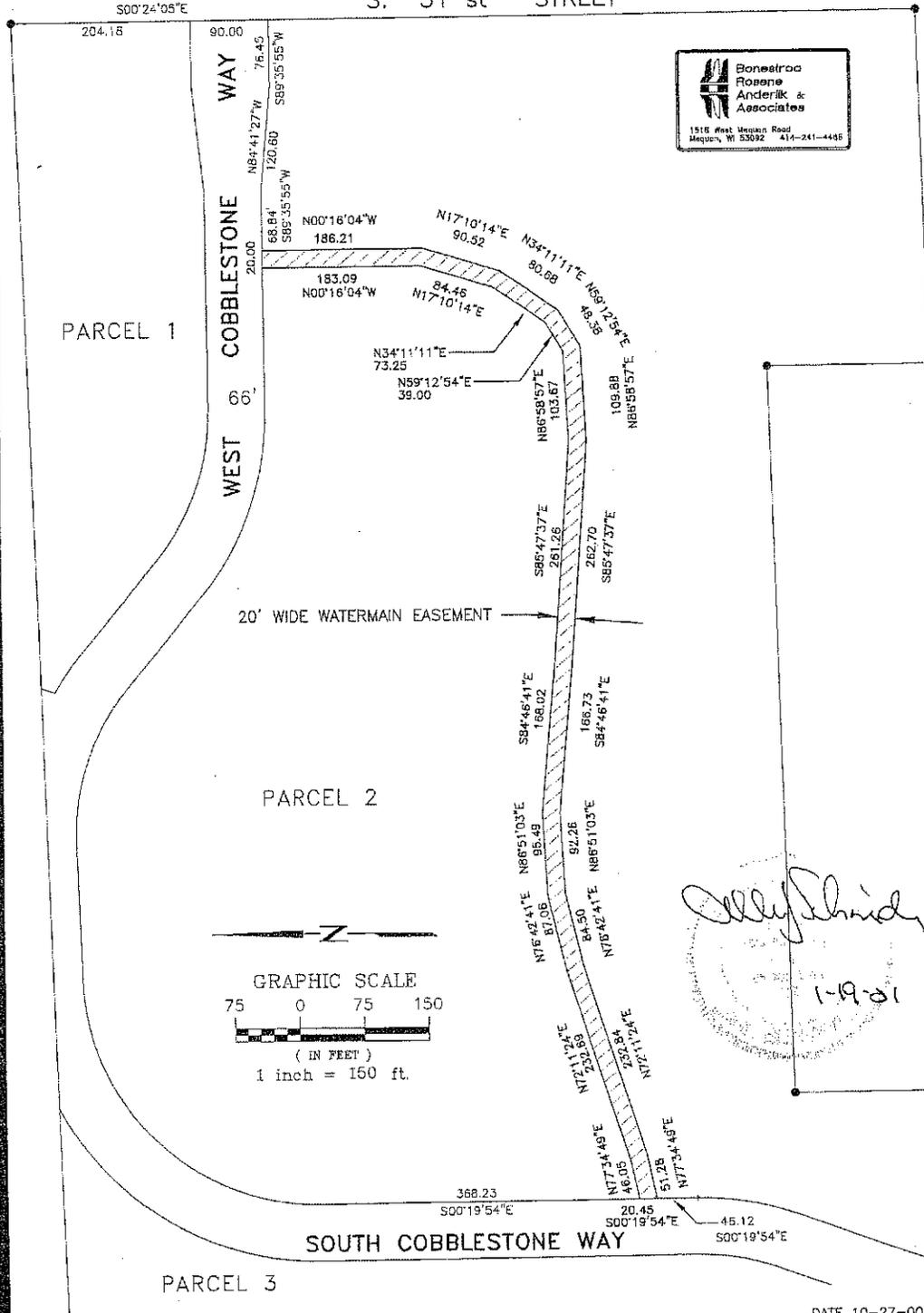
Stock No. 26273

# MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 6924

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

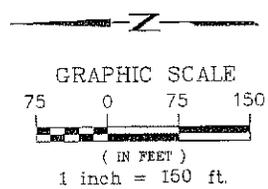
## PUBLIC WATERMAIN EASEMENT

S. 51 st STREET



**Bonestroo  
Rosene  
Anderlik &  
Associates**

1516 West Mequon Road  
Mequon, WI 53092 414-241-4466



*Allen J. Schneider*  
1-9-01

DATE 10-27-00



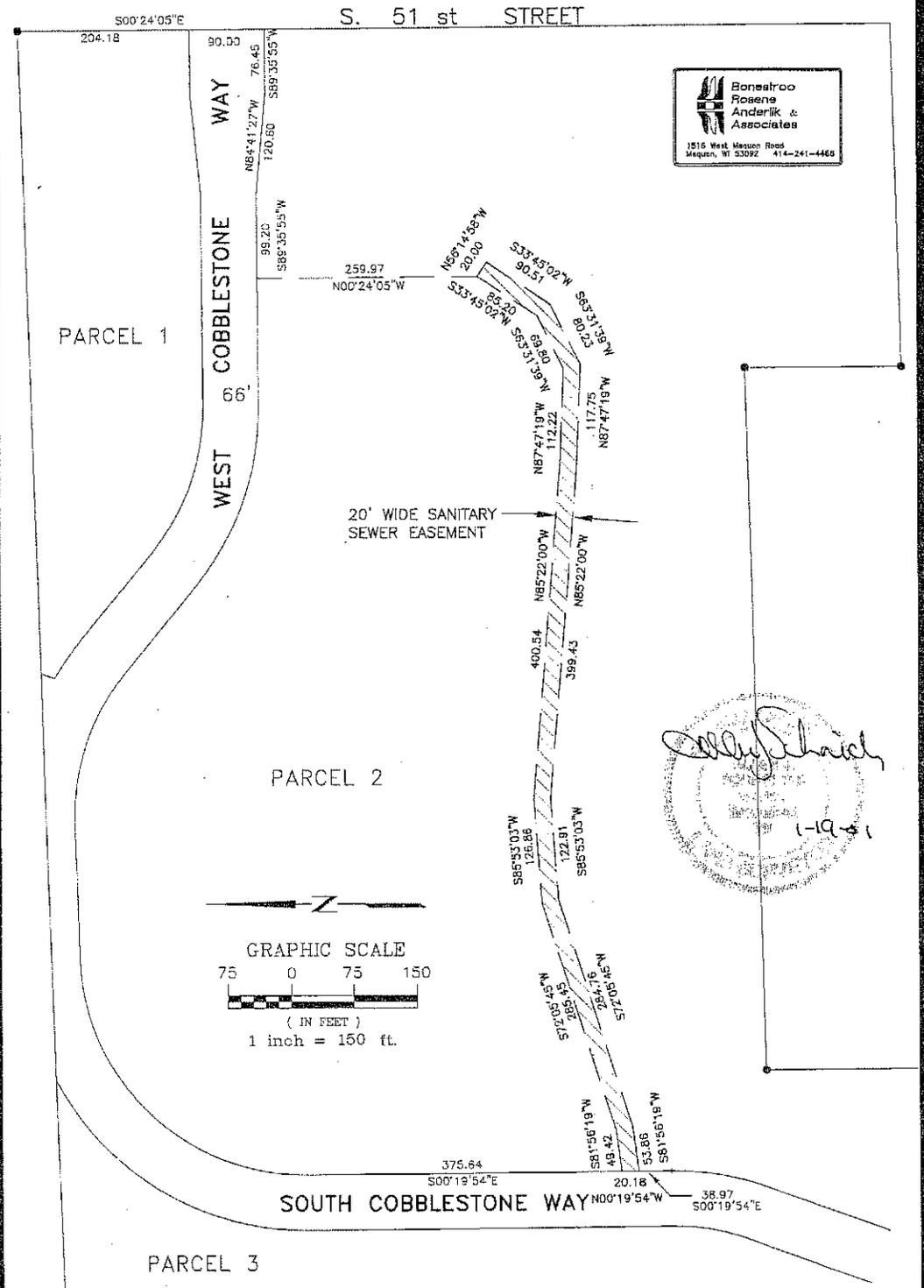


Stock No. 26273

# MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 6924

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

## PUBLIC SANITARY SEWER EASEMENT



**Bonestroo  
Rosen  
Anderlik &  
Associates**  
1516 West Mequon Road  
Mequon, WI 53092 414-241-4466

*Allen J. Schneider*  
1-19-01

DATE 10-27-00

THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER PLS - 2194 OF BONESTROO, ROSENE ANDERLIK, AND ASSOCIATES AT 1516 W. MEQUON ROAD, MEQUON, WI 53092, 241-4466.



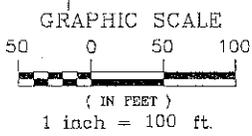
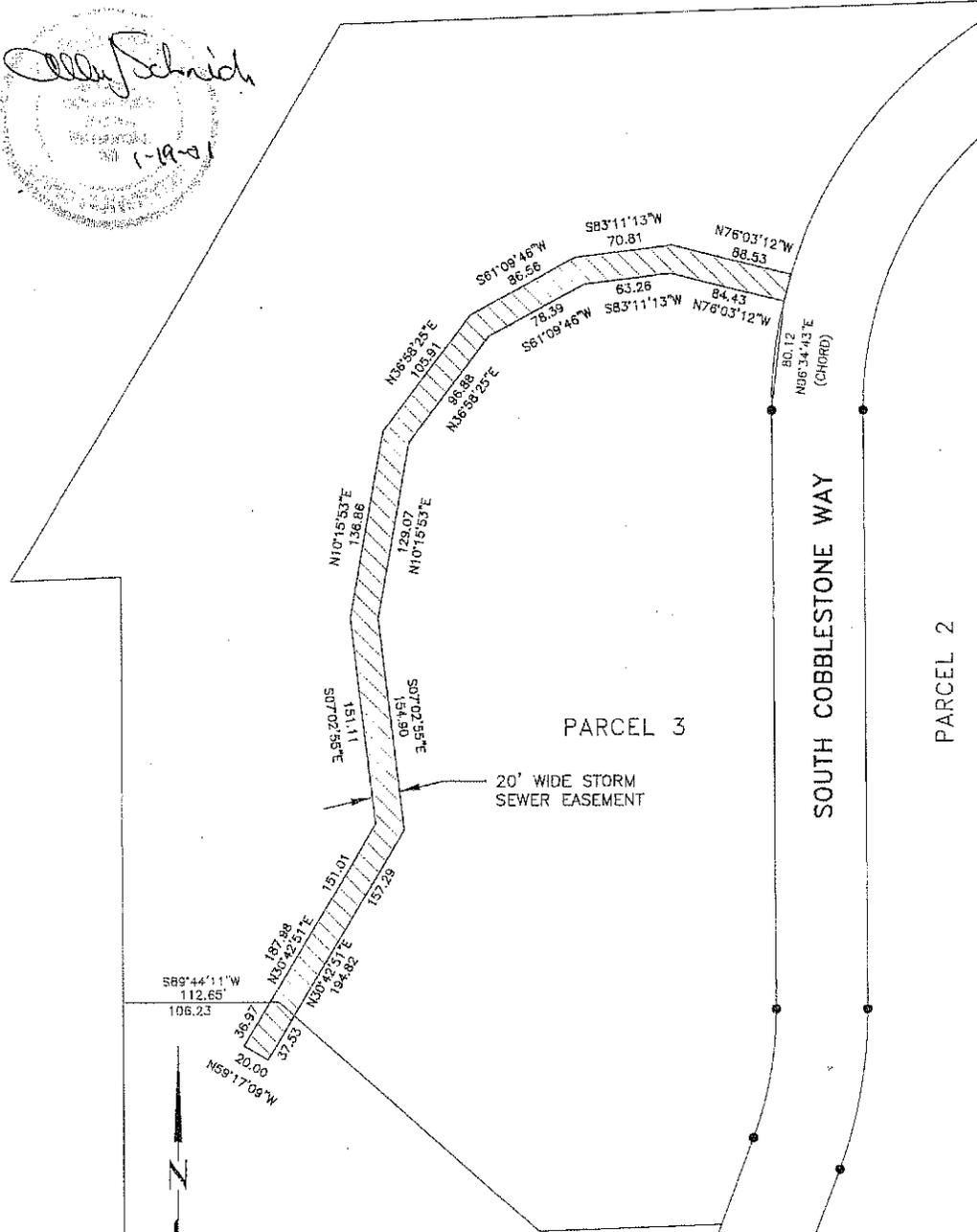
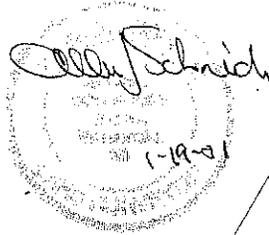


Stock No. 26273

# MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 6924

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

## PUBLIC STORM SEWER EASEMENT



DATE 10-27-00

THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER PLS - 2134 OF BONESTROO, ROSENE ANDERLIK, AND ASSOCIATES AT 1516 W. MEGUON ROAD, MEQUON, WI 53092, 241-4468.

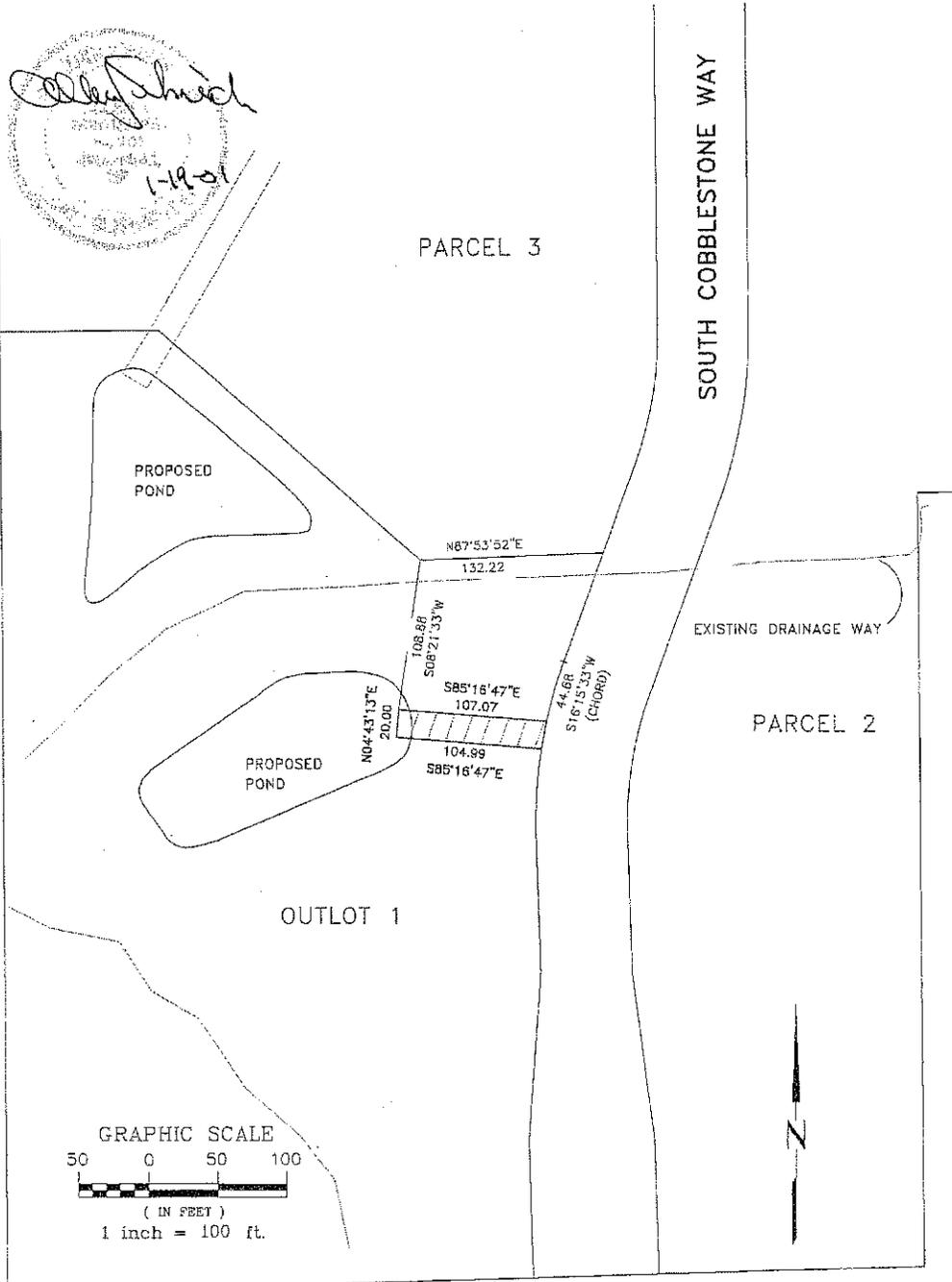


Stock No. 26273

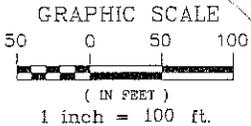
# MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 69201

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

## PUBLIC STORM SEWER DRAINAGE EASEMENT



*Allen J. Schneider*  
 1-19-01



W. RYAN ROAD



THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2194 OF BONESTROO, ROSENE ANDERLIK, AND ASSOCIATES AT 1516 W. MEGUON ROAD, MEGUON, WI 53092, 241-4466.

DATE 10-27-00  
 12 OF 22 PAGES



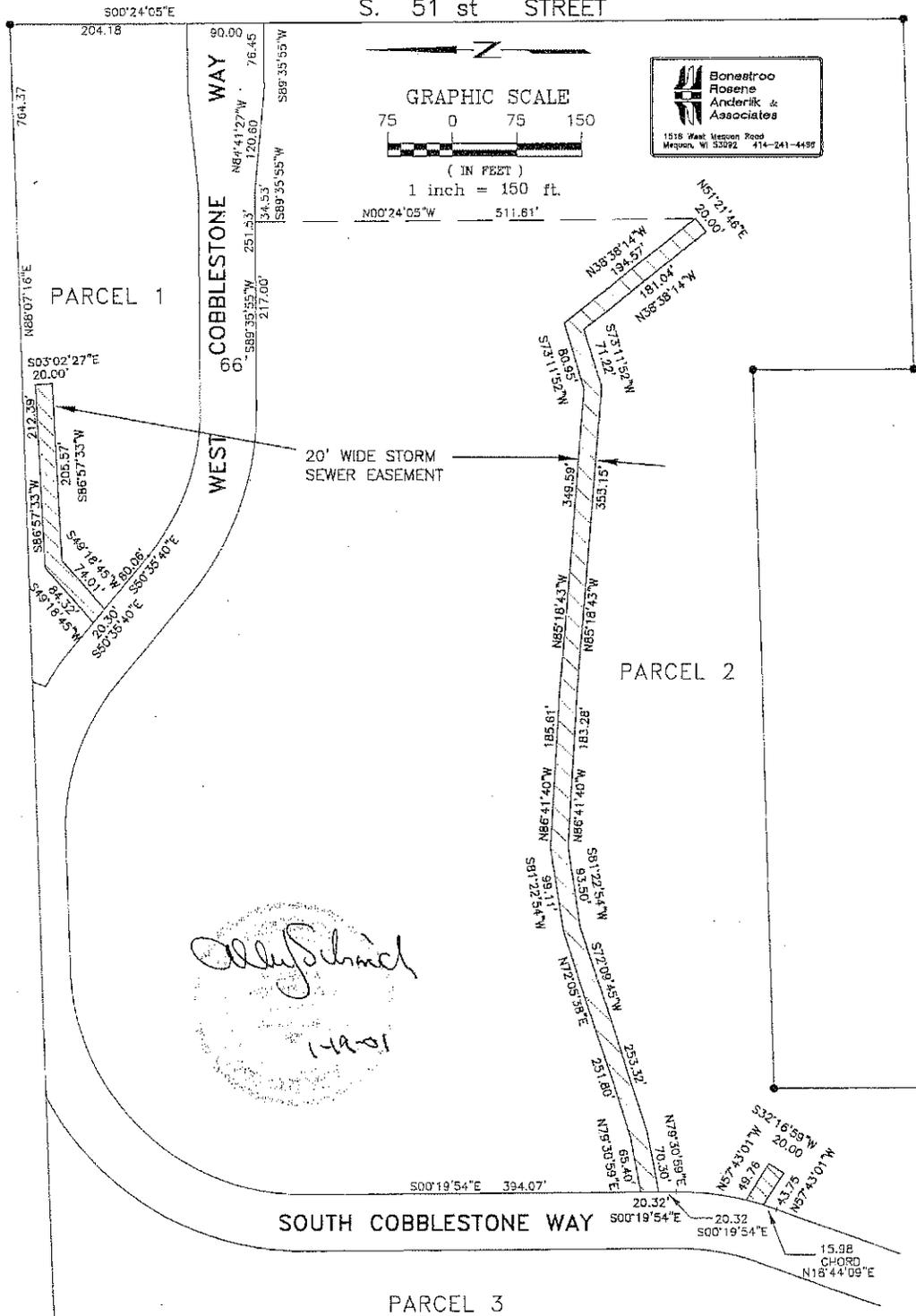
Stock No. 26273

# MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 16924

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

## PUBLIC STORM SEWER EASEMENT

S. 51st STREET



**Bonestroo  
Rosene  
Anderlik &  
Associates**

1516 West Mequon Road  
Mequon, WI 53092 414-241-4499

*Allen J. Schneider*  
1-11-01

THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2194 OF BONESTROO, ROSENE ANDERLIK, AND ASSOCIATES AT 1516 W. MEQUON ROAD, MEQUON, WI 53092, 241-4499.

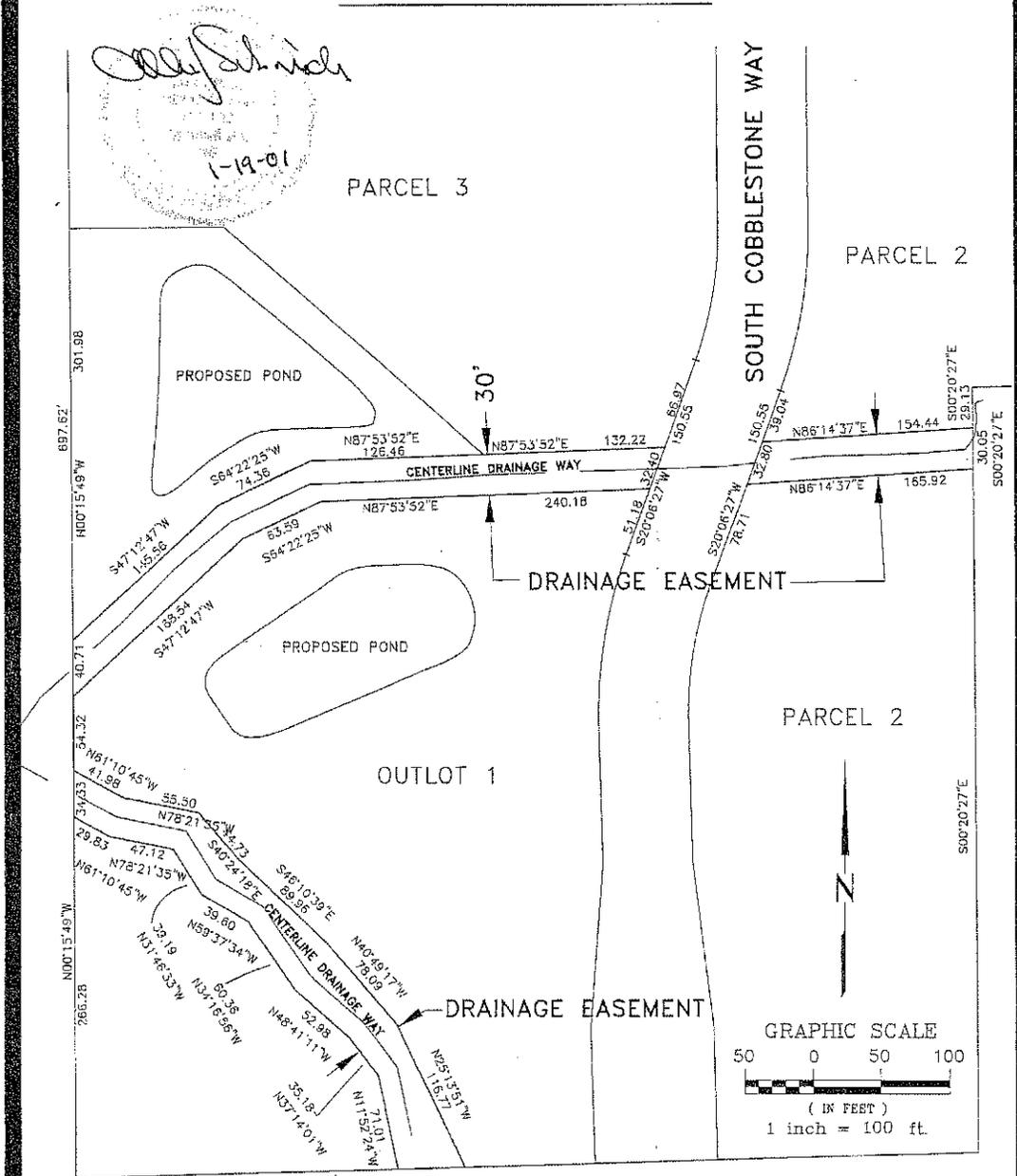


Stock No. 26273

# MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 6924

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

## DRAINAGEWAY EASEMENTS



THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2194 OF BONESTROO, ROSEME, ANDERLIK, AND ASSOCIATES AT 1518 W. MEQUON ROAD, MEQUON, WI 53092, 241-4466.

DATE 10-27-00

14 OF 22 PAGES

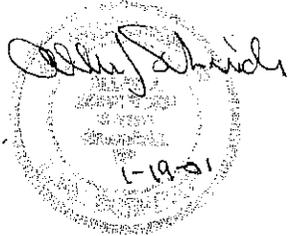


Stock No. 26273

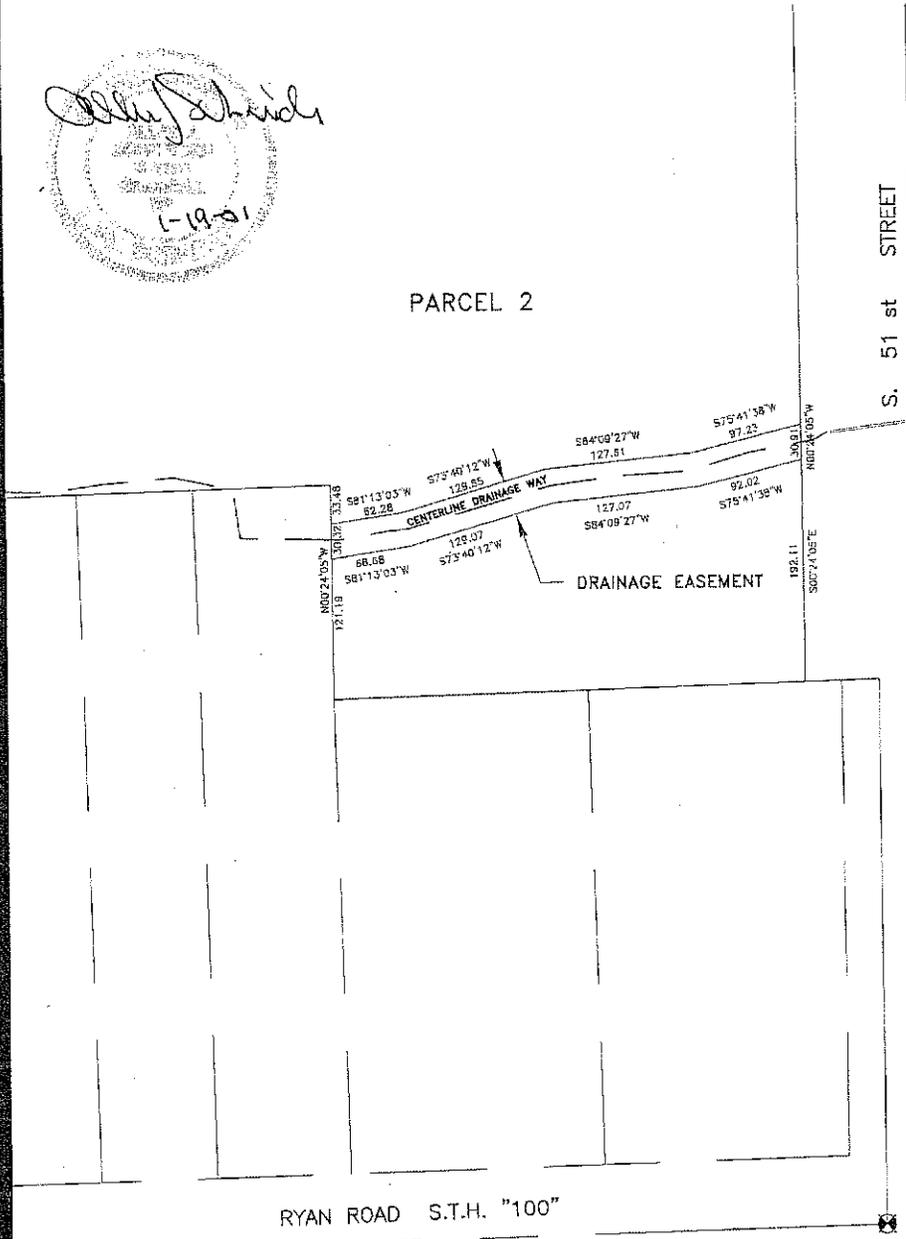
# MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 6924

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

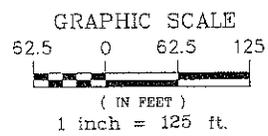
## DRAINAGE WAY EASEMENT



PARCEL 2



RYAN ROAD S.T.H. "100"



DATE 10-27-00

15 OF 22 PAGES

THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2194 OF BONESTROO, ROSENE ANDERLIK, AND ASSOCIATES AT 1518 W. MEQUON ROAD, MEQUON, WI 53092, 241-4466.

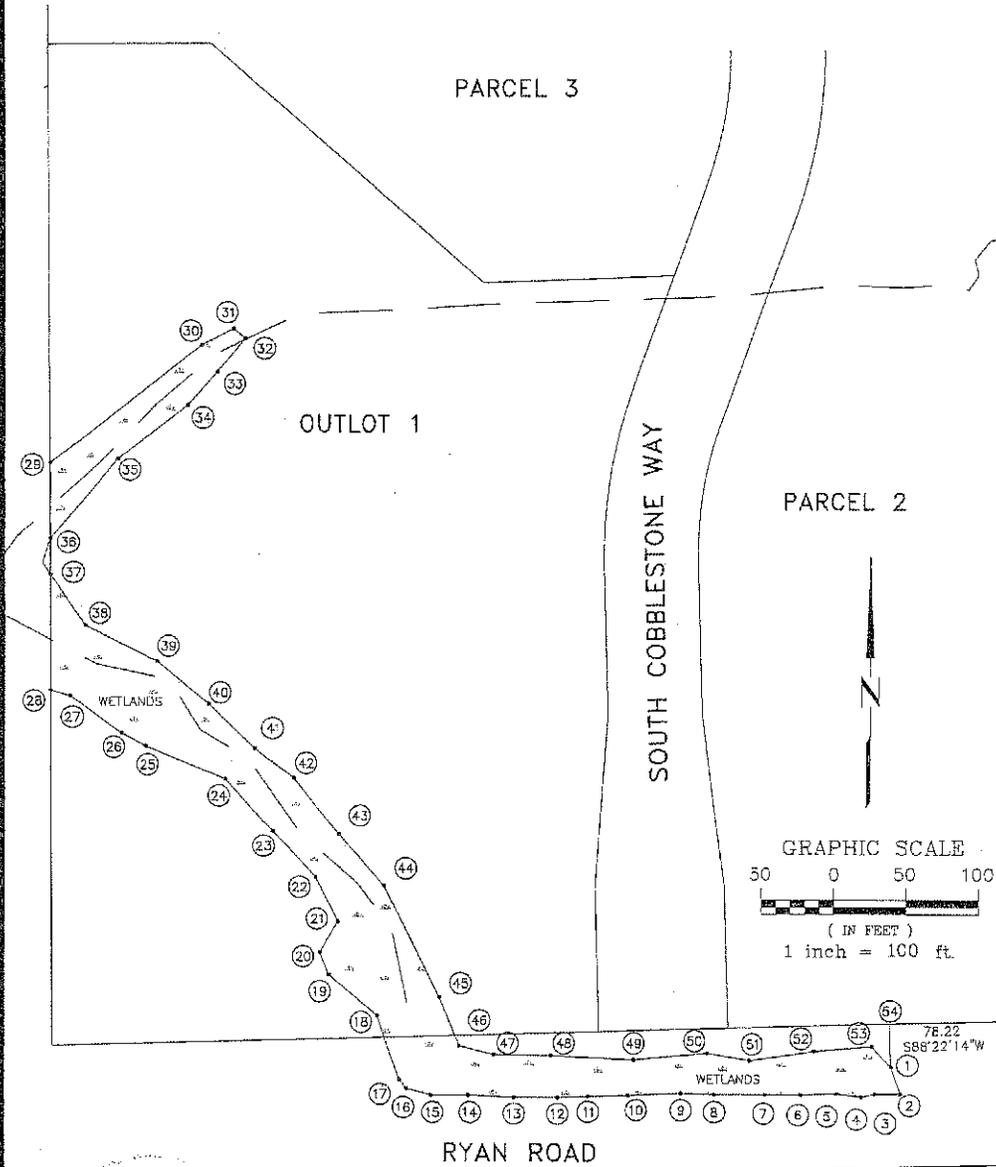
Stock No. 26273

MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 16924

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

WETLAND DETAIL

SEE SHEET 19 OF 22 FOR SEGMENT DATA



1-19-01

*Allen J. Schneider*

**Bonestroo  
Rosene  
Anderlik &  
Associates**

1518 West Mequon Road  
Mequon, WI 53092 414-261-4488

DATE 10-27-00

THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2184 OF BONESTROO, ROSENE ANDERLIK, AND ASSOCIATES AT 1518 W. MEQUON ROAD, MEQUON, WI 53092, 261-4488.

16 OF 22 PAGES



Stock No. 26273

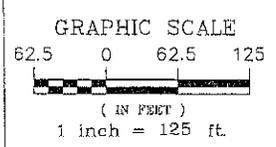
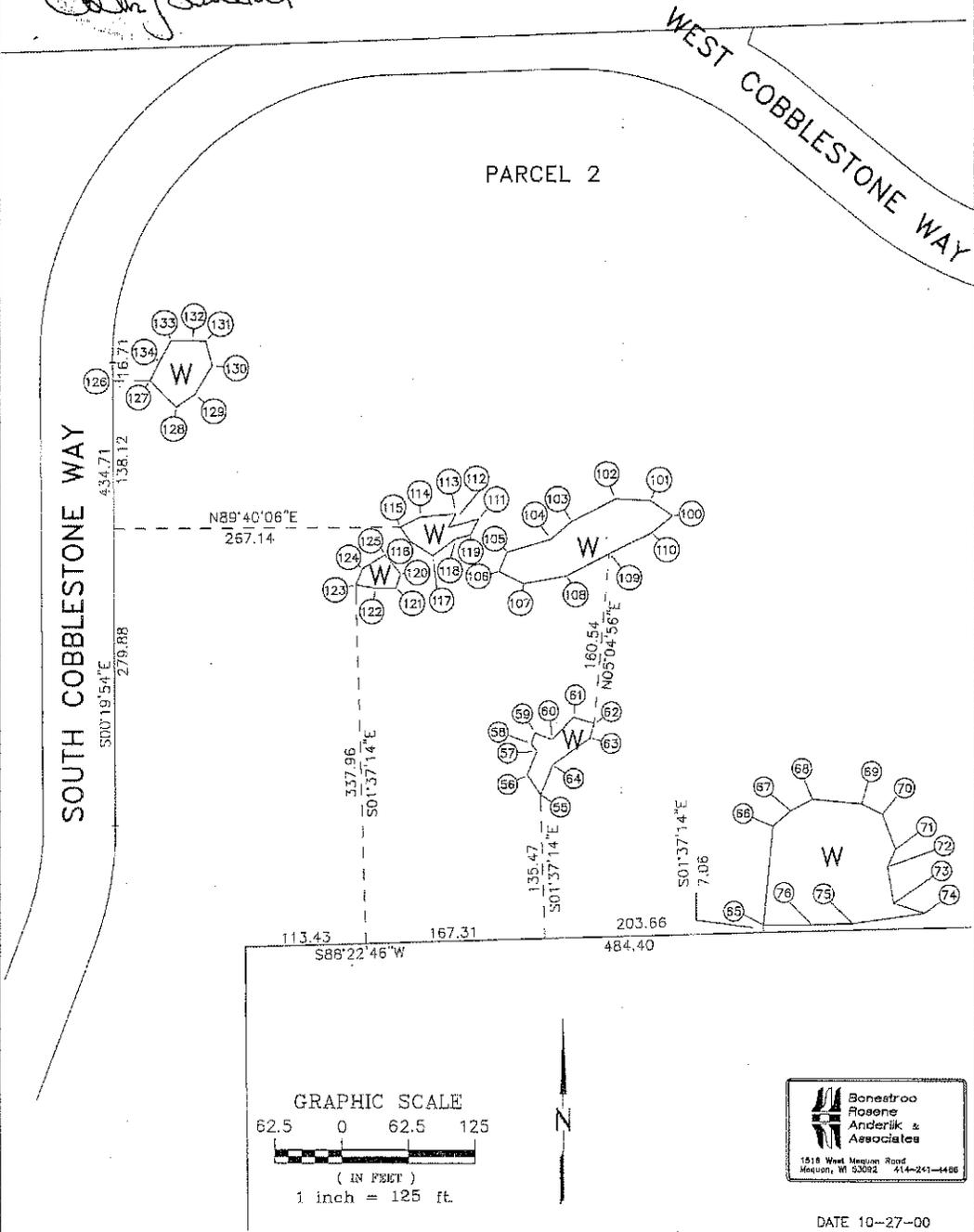
# MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 6994

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

## WETLAND DETAIL

SEE SHEET 19 OF 22 FOR COURSES

1-19-01  
*Allen J. Schneider*



DATE 10-27-00

THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2194 OF BONESTROOP, ROSENE ANDERLIK, AND ASSOCIATES AT 1518 W. MEQUON ROAD, MEQUON, WI 53092, 241-4466.

17 OF 22 PAGES



Stock No. 26273

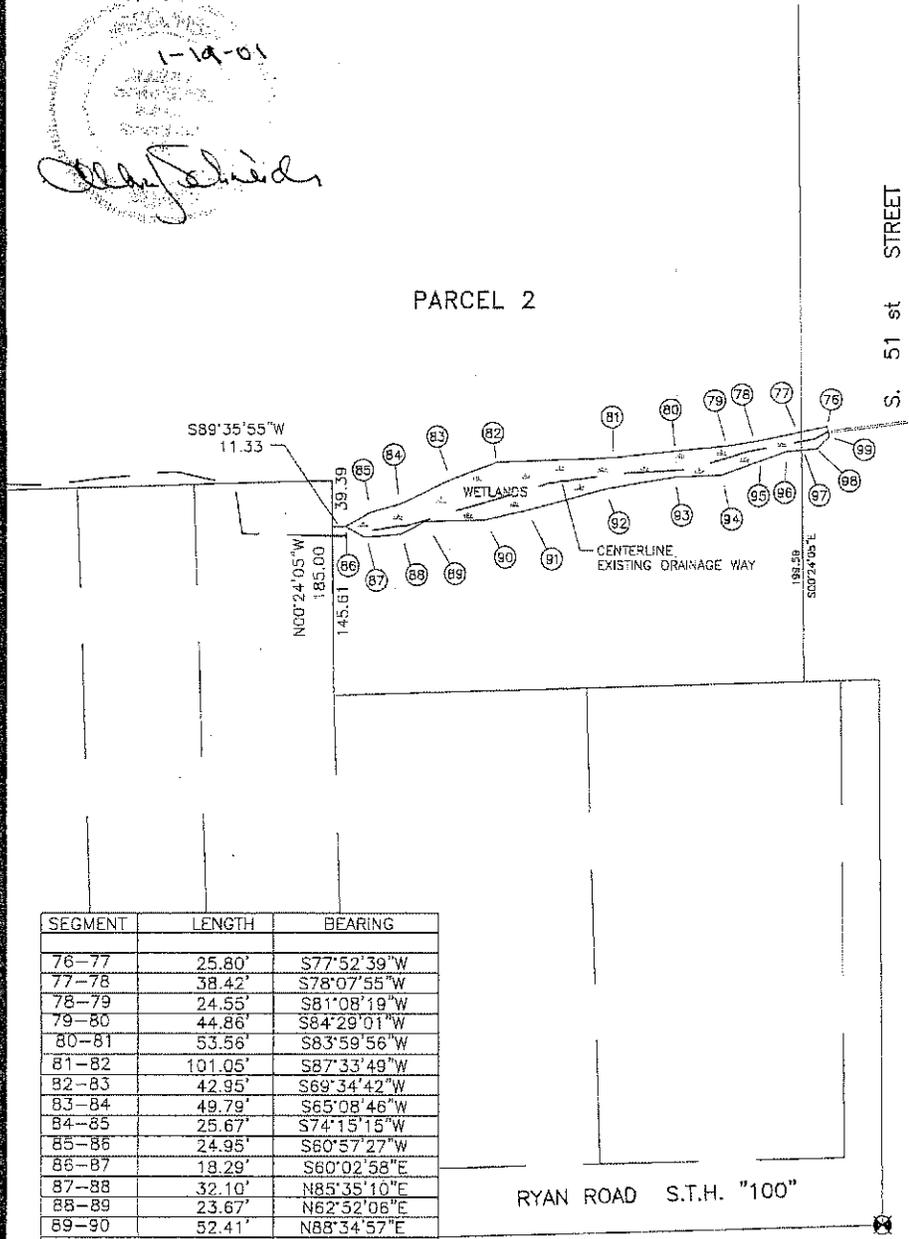
# MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 6924

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

## WETLAND DETAIL

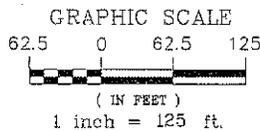
1-19-01  
*Allen J. Schneider*

PARCEL 2



SEGMENT	LENGTH	BEARING
76-77	25.80'	S77°52'39\"W
77-78	38.42'	S78°07'55\"W
78-79	24.55'	S81°08'19\"W
79-80	44.86'	S84°29'01\"W
80-81	53.56'	S83°59'56\"W
81-82	101.05'	S87°33'49\"W
82-83	42.95'	S69°34'42\"W
83-84	49.79'	S65°08'46\"W
84-85	25.67'	S74°15'15\"W
85-86	24.95'	S60°57'27\"W
86-87	18.29'	S60°02'58\"E
87-88	32.10'	N85°35'10\"E
88-89	23.67'	N62°52'06\"E
89-90	52.41'	N88°34'57\"E
90-91	37.41'	N77°32'22\"E
91-92	69.69'	N74°42'32\"E
92-93	61.39'	N80°07'09\"E
93-94	41.03'	N87°52'29\"E
94-95	35.96'	N70°05'27\"E
95-96	23.66'	N70°17'17\"E
96-97	13.57'	N84°36'41\"E
97-98	13.36'	N84°36'41\"E
98-99	15.18'	N45°34'38\"E
99-76	9.29'	N14°38'39\"W

RYAN ROAD S.T.H. "100"



DATE 10-27-00

18 OF 22 PAGES

THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2194 OF BONESTROO, ROSENE, ANDERLIK, AND ASSOCIATES AT 1516 W. MEQUON ROAD, MEQUON, WI 53092, 241-4488.



Stock No. 26273

MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 6924

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

WETLAND AREA COURSES

(SEE PAGES 16-17 OF 22)

SEE PAGE 16

SEGMENT	LENGTH	BEARING
1-2	20.12'	S19°27'30"E
2-3	17.66'	N90°00'00"W
3-4	9.50'	S75°58'11"W
4-5	17.05'	N82°14'17"W
5-6	25.35'	S88°15'54"W
6-7	24.57'	N90°00'00"W
7-8	35.33'	N90°00'00"W
8-9	23.82'	N88°09'11"W
9-10	36.89'	S87°36'54"W
10-11	27.68'	S88°24'34"W
11-12	21.52'	S87°57'20"W
12-13	29.18'	N90°00'00"W
13-14	32.29'	N87°16'30"W
14-15	26.11'	N90°00'00"W
15-16	17.51'	N74°45'04"W
16-17	4.10'	N40°25'37"W
17-18	47.41'	N19°03'44"W
18-19	44.03'	N50°00'14"W
19-20	16.64'	N21°36'17"W
20-21	25.35'	N29°26'38"E
21-22	34.25'	N26°35'06"W
22-23	43.65'	N42°47'35"W
23-24	49.10'	N42°16'30"W
24-25	59.57'	N67°56'35"W
25-26	19.11'	N61°42'43"W
26-27	43.82'	N53°56'10"W
27-28	13.92'	N72°46'18"W
28-29	158.43'	N00°15'49"W
29-30	132.60'	N52°14'27"E
30-31	24.88'	N62°25'06"E
31-32	11.00'	S51°03'52"E
32-33	29.93'	S40°42'00"W
33-34	31.23'	S41°39'40"W
34-35	61.01'	S52°45'10"W
35-36	72.53'	S39°54'37"W
36-37	24.95'	N00°15'49"W
37-38	42.58'	S33°41'35"E
38-39	56.14'	S63°13'43"E
39-40	46.63'	S50°26'12"E
40-41	44.63'	S46°10'39"E
41-42	33.28'	S52°36'32"E
42-43	50.22'	S38°55'03"E
43-44	47.97'	S41°12'28"E
44-45	86.49'	S26°12'17"E
45-46	36.34'	S22°39'33"E
46-47	25.00'	S75°37'36"E
47-48	38.95'	S89°22'52"E
48-49	57.64'	S87°08'26"E
49-50	52.12'	N84°48'26"E
50-51	29.91'	S79°52'26"E
51-52	44.97'	N81°21'38"E
52-53	40.49'	N85°06'41"E
53-1	19.51'	S41°51'52"E
54-1	30.00'	S01°37'46"E

SEE PAGE 17

SEGMENT	LENGTH	BEARING
55-56	22.59'	N33°52'34"W
56-57	23.52'	N22°43'27"E
57-58	9.03'	N34°38'27"W
58-59	10.57'	N17°48'50"E
59-60	17.71'	S69°04'13"E
60-61	29.30'	N42°31'54"E
61-62	19.83'	S71°27'25"E
62-63	14.29'	S14°37'52"W
63-64	42.92'	S54°22'05"W
64-55	30.24'	S21°50'37"W
65-66	93.30'	N05°24'37"E
66-67	22.17'	N49°06'27"E
67-68	23.08'	N61°32'07"E
68-69	45.90'	S84°33'58"E
69-70	21.28'	S62°53'23"E
70-71	34.96'	S20°30'42"E
71-72	18.10'	S23°32'10"W
72-73	34.93'	S09°04'50"E
73-74	30.04'	S71°45'04"E
74-75	67.39'	S81°44'11"W
75-76	41.00'	S88°17'11"W
76-65	41.88'	S89°42'59"W

SEE PAGE 17

SEGMENT	LENGTH	BEARING
100-101	24.83'	N55°29'19"W
101-102	32.17'	N87°20'44"W
102-103	46.12'	S63°11'08"W
103-104	25.16'	S49°02'50"W
104-105	42.68'	S73°11'02"W
105-106	19.88'	S22°11'13"W
106-107	25.46'	S63°52'53"E
107-108	40.84'	N79°32'49"E
108-109	44.94'	N62°21'57"E
109-110	43.79'	N63°42'07"E
110-100	24.89'	N49°51'50"E
111-112	29.07'	S73°59'10"W
112-113	14.35'	N28°36'07"E
113-114	33.73'	S84°55'36"W
114-115	20.80'	S63°18'40"W
115-116	17.00'	S34°33'30"E
116-117	24.63'	S75°55'45"E
117-118	27.47'	N53°02'59"E
118-119	13.60'	N78°07'44"E
119-111	16.85'	N25°44'27"E
120-121	13.59'	S18°20'20"W
121-122	18.74'	S88°21'57"W
122-123	19.25'	N79°56'33"W
123-124	16.34'	N23°27'42"E
124-125	24.88'	N57°51'59"E
125-120	23.16'	S38°24'06"E
126-127	35.09'	N89°40'06"E
127-128	34.06'	S43°19'15"E
128-129	21.04'	N55°31'31"E
129-130	30.97'	N31°45'15"E
130-131	23.25'	N14°11'15"W
131-132	12.79'	N86°16'59"W
132-133	19.42'	S88°34'18"W
133-134	21.56'	S28°38'25"W
134-127	19.52'	S25°48'32"W

1-19-01  
 By:   
 Allen J. Schneider, RLS 2194

DATE 10-27-00



Stock No. 26273

## MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 10924

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

### SURVEYORS CERTIFICATE

I, Allen J. Schneider, Registered Land Surveyor no. 2194, do hereby certify to the best of my professional knowledge that, under the direction of FRANKLIN SQUARE LLC, owner of that property described, that I have surveyed, divided, and mapped the following described tract of land.

That part of the Northeast 1/4, Northwest 1/4, Southeast 1/4, and Southwest 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, State of Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 23; thence North 00°24'05" West, along the east line of the Southwest 1/4 of said Section 23, 475.00 feet to the POINT OF BEGINNING of lands to be described; thence South 88°22'46" West, 473.00 feet; thence North 00°24'05" West, 185.00 feet; thence South 88°22'46" West, 838.03 feet; thence South 00°20'27" East, 590.20 feet to a point on the North line of West Ryan Road (S.T.H. "100"); thence South 88°22'14" West, along said North line, 461.71 feet; thence South 00°15'49" East, along said North line, 10.00 feet; thence South 88°22'14" West, along said North line, 197.99 feet; thence North 00°15'49" West, 1048.15 feet; thence South 87°51'45" West, 77.63 feet; thence North 30°36'15" East, 468.12 feet; thence North 88°07'16" East, 1805.46 feet to a point on the east line of the Southwest 1/4 of said Section 23; thence South 00°24'05" East, along said East line, 1036.33 feet to the POINT OF BEGINNING.  
Said lands described contain 48.863 Acres of land, more or less.

I further certify that such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

I further certify that I have complied with Chapter 236 of the Wisconsin Statutes and the Unified Development ordinance— Division 15 of the City of Franklin Municipal Code in surveying, dividing, and mapping the same.

By: Allen J. Schneider  
Allen J. Schneider RLS 2194

January 19, 2021  
DATE



THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2194 OF BONESTROO, ROSENE ANDERLUK, AND ASSOCIATES AT 1516 W. MEQUON ROAD, MEQUON, WI 53092, 241-4466.

20 OF 22 PAGES



Stock No. 26273

MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 6924

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

OWNERS CERTIFICATE

FRANKLIN SQUARE, LLC, Owner, does hereby certify that we have caused the land described on this map to be surveyed, divided, mapped, and dedicated as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Unified Development Ordinance- Division 15 of the City of Franklin Municipal Code.

Witness the hand and seal of Paul R. Votto, Managing Member, this 23<sup>RD</sup> day of JANUARY, 2001.

IN THE PRESENCE OF:

FRANKLIN SQUARE, LLC

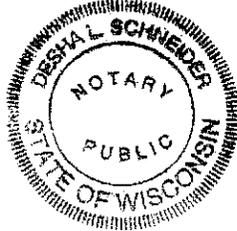
[Signature]  
Witness

[Signature]  
Paul R. Votto, Managing Member

MILWAUKEE COUNTY,  
STATE OF WISCONSIN) ss

Personally came before me this 23 day of January, 2001, the above named Paul R. Votto, Managing Member of FRANKLIN SQUARE, LLC, known to be the person who executed the foregoing instrument and acknowledged that he did so as the deed of said Company.

[Signature]  
Notary Public



9-2-01  
My commission expires



By: [Signature]  
Allen J. Schneider RLS 2194





Stock No. 26273

MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. 60424

BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4, SOUTHEAST 1/4, AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

APPROVED and dedication accepted by the Common Council of the City of Franklin by Resolution No. 2000-5708, on this 14<sup>th</sup> day of November, 2000.

APPROVED AND SIGNED:



FREDERICK F. KLIMETZ  
Mayor, City of Franklin



SANDRA L. CLAUS  
City Clerk



By:

  
Allen J. Schneider RLS 2194



THIS INSTRUMENT WAS DRAFTED BY ALLEN J. SCHNEIDER RLS - 2194 OF BONESTROO, ROSENE ANDERLIK, AND ASSOCIATES AT 1516 W. MEQUON ROAD, MEQUON, WI 53092, 241-4468.

**BLANK PAGE**

<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>December 2, 2014</p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p>Kayla's Krew Design Day; All-accessible and All-inclusive Playground and Park Nature Center: City of Franklin, Kayla's Krew and Community Partners, Penfield Children's Center, The Conservation Fund and the Milwaukee Metropolitan Sewerage District Greenseams Program</p>	<p><b>ITEM NUMBER</b></p> <p><i>G, 10.</i></p>

Attached is a notice of the Kayla's Krew Design Day on December 4, 2014. The Day in part begins with volunteers meeting with children students and their elders at schools throughout the Community and beyond, all the workers then convening at Franklin High School in the afternoon to collate and discuss all of the ideas and proposals received, with the Day concluding at Ben Franklin Elementary as set forth on the attached notice. More information about Kayla's Krew Design Day may be found on the Kayla's Krew website at [www.kaylaskrew.org](http://www.kaylaskrew.org). The Plan Commission meeting scheduled for December 4, 2014 has been moved back to 7:30 p.m. to allow Plan Commission Members and meeting attendees the opportunity to attend the Kayla's Krew Design Reveal program at Ben Franklin, which will conclude at 7:00 p.m. The Mayor invites all members of the Common Council, the Plan Commission, the Community Development Authority, the Economic Development Commission and the Parks Commission to attend the Kayla's Krew program at Ben Franklin.

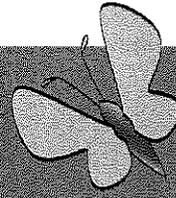
The subject matter was previously before the Parks Commission on November 10, 2014 and the Plan Commission on November 20, 2014. Michelle (Shelly) Runte, Founder and Executive Director of Kayla's Krew, and staff will present a PowerPoint on the subject matter to the Council at this meeting.

**COUNCIL ACTION REQUESTED**

No action necessary;

or

as the Common Council deems appropriate.



# KAYLA'S KREW DESIGN DAY

## ALL-ACCESSIBLE PLAYGROUND DESIGN UNVEILED!

Our communities have been there to support us throughout our journey to build an all-accessible playground, now we want to **CELEBRATE** our biggest step yet with **YOU!**

**12.4.14**  
**THURSDAY**

Brought to you by



### Location:

Ben Franklin Elementary - Gym  
7602 S. 83<sup>rd</sup> St. Franklin, WI 53132

### Schedule of Events:

5:30 pm Reception  
6:00 pm Design Reveal  
and MSOE Special Guests

### Join us for:

- ★ Snacks
- ★ Refreshments
- ★ Butterflies for Sale
- ★ Purchase A Picket

### We're Social!

Website:  
[www.kaylaskrew.org](http://www.kaylaskrew.org)

Facebook:  
<https://www.facebook.com/kaylaskrew811/>

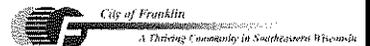
Twitter:  
KaylasKrew

Instagram:  
KaylasKrew



Logo for Kayla's Krew Design Day, featuring a butterfly and the text 'Kayla's Krew Design Day'.

In partnership with:



<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 12/02/2014
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Recommendation from the Department of Public Works to accept bids received for the sale of surplus vehicles and equipment</b>	<b>ITEM NUMBER</b> <i>G. 11.</i>

At the November 11, 2014 Board of Public Works meeting board members authorized staff to post for sale the following items:

1. Unit #737, A 1992 Ford L8000 Tandem Axle Dump With Snowplow, 9' Patrol Wing
2. 10' V-Box Slip-In Salt Spreader
3. Unit #5, A 2001 Vermeer 1800 Brush Chipper
4. Unit #52, A 2002 Haulmark Enclosed Trailer
5. Unit #26, A Stow Slicer 14" Self Propelled Pavement Saw
6. Northfield #4 Standard Table Saw With Tilting Arbor

Staff has posted each unit for sale on Wisconsin Surplus, an online auction surplus website ([www.wisconsin surplus.com](http://www.wisconsin surplus.com)). There is no cost to the seller. The auction will close on December 1, 2014 at 10:00 a.m. Staff will then review the highest bid for each item and make a recommendation to Council. The recommendation, along with an authorization for the sale of surplus equipment, will be distributed at the December 2<sup>nd</sup> Common Council meeting.

### COUNCIL ACTION REQUESTED

Motion to accept the highest bids received on the Wisconsin Surplus website as recommended by staff and sell the above units (per the recommendation to be distributed at the meeting).

**BLANK PAGE**

<b>APPROVAL</b> <i>Slw Paul</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> Dec 2, 2014
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Resolution Authorizing the Issuance and Sale of \$1,300,000 General Obligation Promissory Bonds</b>	<b>ITEM NUMBER</b> <i>G.12.</i>

**Analysis**

The Common Council on 9/23/2014 approved going forward with a sale of \$1,300,000 in General Obligation Promissory Bonds with the proceeds being to fund the Water Facility.

The sale will be a competitive sale with a sale date of December 2, 2014.

Our Financial Advisor for this transaction is Dawn Gunderson of Ehlers & Associates, LLC.

Quarles and Brady prepared a sample Council resolution for review, and an updated resolution based on the results of the sale will be presented at the meeting for adoption.

Ms. Gunderson of Ehlers & Associates will present the results of the sale.

The Finance Committee has Ehler's participating in the Sale.

A copy of the preliminary Official Statement is enclosed for your information.

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2014 - \_\_\_\_\_ authorizing the issuance and sale of \$1,300,000 General Obligation Promissory Bonds.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AWARDING THE SALE OF \$1,300,000\* GENERAL OBLIGATION  
WATER SYSTEM BONDS, SERIES 2014B

-----

WHEREAS, on September 23, 2014, the Common Council of the City of Franklin, Milwaukee County, Wisconsin (the "City") adopted an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed \$1,300,000 for the public purpose of paying the cost of water system projects (the "Initial Resolution");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolution, the City Clerk caused a notice to electors to be published in the official City newspaper, the Franklin NOW, stating the purpose and maximum principal amount of the bond issue authorized by the Initial Resolution and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issue authorized by the Initial Resolution;

WHEREAS, no petition for referendum was filed with the City Clerk, and the time to file such a petition has expired;

WHEREAS, on September 23, 2014, the Common Council of the City also adopted a resolution (the "Set Sale Resolution"), providing for the sale of not to exceed \$1,300,000 general obligation water system bonds designated "General Obligation Water System Bonds, Series 2014B" (the "Bonds") for the public purpose of paying the cost of water system projects (the "Project");

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on December 2, 2014;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on December 2, 2014;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

---

\* Estimated, subject to change.

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1A. Ratification of the Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Award of the Bonds. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal [(as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein)], plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal [(as modified on the Bid Tabulation)] is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Water System Bonds, Series 2014B"; shall be issued in the aggregate principal amount of \$1,300,000\*; shall be dated December 18, 2014; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2015. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on March 1, 2023 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on March 1, 2022 or on

---

\* Estimated, subject to change.

any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2015 through 2033 for the payments due in the years 2015 through 2034 in the amounts set forth on the Schedule. The amount of tax levied in the year 2015 shall be the total amount of debt service due on the Bonds in the years 2015 and 2016; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Bonds in the year 2015.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Bonds, proceeds of the Bonds or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the principal and interest on the Bonds coming due on March 1, 2015 and the interest on the Bonds coming due on September 1, 2015 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct

from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Water System Bonds, Series 2014B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued

has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures

appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Addendum are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Addendum. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Addendum to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Introduced at a regular meeting of the Common Council of the City of Franklin this 2nd day of December, 2014.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 2nd day of December, 2014.

\_\_\_\_\_  
Steve Olson  
Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski  
Director of Clerk Services/City Clerk

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

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on March 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
MILWAUKEE COUNTY  
NO. R- \_\_\_\_\_ CITY OF FRANKLIN \$ \_\_\_\_\_  
GENERAL OBLIGATION WATER SYSTEM BOND, SERIES 2014B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
March 1, \_\_\_\_\_ December 18, 2014 \_\_\_\_\_% \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Franklin, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2015 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$1,300,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, in an amount not to exceed \$1,300,000 for the public purpose of paying the cost of

water system projects, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on September 23, 2014 and December 2, 2014. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on March 1, 2023 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2022 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolution awarding the sale of the Bonds at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond

to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Franklin, Milwaukee County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF FRANKLIN,  
MILWAUKEE COUNTY, WISCONSIN

By: \_\_\_\_\_  
Steve Olson  
Mayor

By: \_\_\_\_\_  
Sandra L. Wesolowski  
City Clerk

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

**BLANK PAGE**

<b>APPROVAL</b> <i>Slw Paul</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> Dec 2, 2014
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Resolution Authorizing the Issuance and Sale of \$5,345,000 General Obligation Promissory Notes</b>	<b>ITEM NUMBER</b> <i>G.13.</i>

**Analysis**

The Common Council on 10/21/2014 approved going forward with a sale of \$5,345,000 in General Obligation Promissory Notes with the proceeds being to fund Capital Improvement projects and used by TIF District 3 for its project costs (\$2.0 Million) and TIF District #3 (\$3.3 Million) for capital projects.

The sale will be a competitive sale with a sale date of December 2, 2014.

Our Financial Advisor for this transaction is Dawn Gunderson of Ehlers & Associates, LLC.

Quarles and Brady prepared a sample Council resolution for review, and an updated resolution based on the results of the sale will be presented at the meeting for adoption.

Ms. Gunderson of Ehlers & Associates will present the results of the sale.

The Finance Committee has Ehler's participating in the Sale.

A copy of the preliminary Official Statement is enclosed for your information.

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2014 - \_\_\_\_\_ authorizing the issuance and sale of \$5,345,000 General Obligation Promissory Notes.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AWARDING THE SALE OF  
\$5,345,000\* GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2014A

-----

WHEREAS, pursuant to a resolution adopted on October 21, 2014 (the "Set Sale Resolution"), the Common Council has heretofore found and determined that it is necessary, desirable and in the best interest of the City of Franklin, Milwaukee County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of projects listed in the City's Capital Improvement Program and tax incremental project costs (the "Project") through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the general obligation promissory notes designated "General Obligation Promissory Notes, Series 2014A" (the "Notes") to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on December 2, 2014;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on December 2, 2014;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

---

\* Estimated, subject to change.

Section 1A. Ratification of the Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FIVE MILLION THREE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$5,345,000\*) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal [(as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein)], plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal [(as modified on the Bid Tabulation)] is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer until the closing of the note issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2014A"; shall be issued in the aggregate principal amount of \$5,345,000\*; shall be dated December 18, 2014; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2015. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on March 1, 2022 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on March 1, 2021 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.]

---

\* Estimated, subject to change.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2015 through 2023 for the payments due in the years 2015 through 2024 in the amounts set forth on the Schedule. The amount of tax levied in the year 2015 shall be the total amount of debt service due on the Notes in the years 2015 and 2016; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2015.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the principal and interest on the Notes coming due on March 1, 2015 and the interest on the Notes coming due on September 1, 2015 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2014A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and

directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as

"final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Addendum are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Addendum. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Addendum to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Introduced at a regular meeting of the Common Council of the City of Franklin this 2nd day of December, 2014.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 2nd day of December, 2014.

\_\_\_\_\_  
Steve Olson  
Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski  
Director of Clerk Services/City Clerk

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

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on March 1, \_\_\_\_, \_\_\_\_, \_\_\_\_ and \_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)]
_____	_____ (maturity)]

EXHIBIT E  
(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
MILWAUKEE COUNTY  
CITY OF FRANKLIN \$ \_\_\_\_\_  
NO. R- \_\_\_\_\_  
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2014A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
March 1, \_\_\_\_\_ December 18, 2014 \_\_\_\_\_% \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Franklin, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2015 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$5,345,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption

provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of projects listed in the City's Capital Improvement Program and tax incremental project costs, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on October 21, 2014 and December 2, 2014. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on March 1, 2022 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2021 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolution awarding the sale of the Notes at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Franklin, Milwaukee County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF FRANKLIN,  
MILWAUKEE COUNTY, WISCONSIN

By: \_\_\_\_\_  
Steve Olson  
Mayor

(SEAL)

By: \_\_\_\_\_  
Sandra L. Wesolowski  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

**BLANK PAGE**

<b>APPROVAL</b> <i>Slw PD</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>12/2/2014</b>
	<b>City of Franklin Audit Agreement between Clifton Gunderson LLP and the City of Franklin for audit of the 2014 year</b>	<b>ITEM NUMBER</b> <i>G. 14.</i>

Each year the City of Franklin engages an outside accounting firm to perform an audit of the City of Franklin annual financial statements. Clifton Gunderson LLP has provided that audit function under an RFP issued in 2009.

The Clifton Gunderson LLP engagement letter for 2014 is a contractual agreement. The City Attorney is reviewing the 2014 agreement and if there are any changes will be presented at the Common Council meeting.

The amount of the estimated audit fees for the 2014 year has been included in 2015 budgets.

The Director of Finance is recommending approval of the agreement.

**COUNCIL ACTION REQUESTED**

Motion to direct the Mayor, City Clerk and Director of Finance & Treasurer to execute the Audit Agreement between Clifton Gunderson LLP and the City of Franklin for audit of the City of Franklin for the 2014 year.



CliftonLarsonAllen

CliftonLarsonAllen LLP  
10700 W. Research Drive, Suite 200  
Milwaukee, Wisconsin 53226  
414-476-1880 | fax 414-476-7286  
www.cliftonlarsonallen.com

November 24, 2014

Mr. Paul Rotzenberg  
City of Franklin, Wisconsin  
9229 West Loomis Road  
Franklin, WI 53132

Dear Mr. Rotzenberg:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP (CLA) will provide for City of Franklin, Wisconsin ("you," "your," or "the entity") for the year ended December 31, 2014.

Renee Messing, CPA, is responsible for the performance of the audit engagement.

**Audit services**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Franklin, Wisconsin, as of and for the year ended December 31, 2014, and the related notes to the financial statements. In addition, if applicable, we will perform a compliance audit in accordance with the *Department of Health Services Audit Guide*, issued by the State of Wisconsin Department of Health Services

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.
2. GASB-required supplementary pension, and OPEB information

The information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information.



An independent member of Nexia International

The following information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. Introductory section
2. Statistical tables

#### **Nonaudit services**

We will also provide the following nonaudit services:

- Preparation of the Annual Report to be submitted to the Public Service Commission.
- Preparation of the Annual Report Form C to be submitted to the Department of Revenue.

#### **Audit objectives**

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

---

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention.

---

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

To the fullest extent permitted by law, CliftonLarsonAllen shall defend, indemnify and hold harmless the City, City officers, employees, agents, boards, commissions and agencies from and against costs losses and damages (including but not limited to reasonable fees and charges of CliftonLarsonAllen, architects, attorneys, and other professionals, and reasonable court and/or alternative dispute resolution costs) caused by negligent or intentional and wrongful acts of CliftonLarsonAllen, its officers, directors, employees, agents and consultants with respect to this agreement.

CliftonLarsonAllen warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CliftonLarsonAllen warrants that it will immediately notify the City if any actual or potential conflict of interest arises or becomes known to CliftonLarsonAllen. Upon receipt of such notification, the City's review and approval is required for CliftonLarsonAllen to continue to perform work under this agreement.

CliftonLarsonAllen shall not assign any of its rights, title, interest or obligations under this agreement without the permission of the City, which permission shall not be unreasonably withheld.

CliftonLarsonAllen shall during the term of the agreement, maintain insurance coverage with an authorized carrier acceptable to the City in amounts at least equal to the minimums set forth below:

- Limit of general/commercial liability – \$2,000,000
- Automobile liability; bodily injury/property damage - \$1,000,000
- Excess liability for general commercial or automobile liability - \$2,000,000
- Worker's compensation and employer's liability – per statute
- Professional liability - \$1,000,000

### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design, implementation, and maintenance of effective internal control, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of ~~contracts and grant agreements; identifying and ensuring that the entity complies with~~ applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

---

You agree that City of Franklin, Wisconsin will indemnify CLA and our partners, principals and employees and hold us harmless from any claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of Management of City of Franklin, Wisconsin regardless of whether such person was acting in the best interests of City of Franklin, Wisconsin.

### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of the Annual Report to be submitted to the Public Service Commission. Since the preparation and fair presentation of this report is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of this report and that you have reviewed and approved this report prior to their issuance and have accepted responsibility for this report. You have a responsibility to be in a position in fact and appearance to make an informed judgment on this report.
- We will prepared a draft of the Annual Report Form C to be submitted to the Department of Revenue. Since the preparation and fair presentation of this report is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of this report and that you have reviewed and approved this report prior to their issuance and have accepted responsibility for this report. You have a responsibility to be in a position in fact and appearance to make an informed judgment on this report.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

### **Use of financial statements**

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

---

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

### **Engagement administration and other matters**

We expect to begin our audit on approximately March 23, 2015.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely matter to Wisconsin Department of Health Services, or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Wisconsin Department of Health Services. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

---

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

*Government Auditing Standards* require that we make our most recent external peer review report publicly available. The report is posted on our website at:

[www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/)

### **Mediation**

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Wisconsin, without giving effect to choice of law principles.

The Venue for any disputes arising under this agreement shall be the Circuit Court for Milwaukee. The prevailing party shall be entitled to costs, including reasonable attorney fees, incurred for any litigation.

This agreement may be terminated upon written notice at the City's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of the agreement. CliftonLarsonAllen shall terminate performance of services on a schedule acceptable to the City, and the City shall pay CliftonLarsonAllen for all services performed prior to such termination.

### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

### **Fees**

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the fee for the engagement will not exceed \$40,700 for the audit and will not exceed \$1,200 for the program audit. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

### ***Unanticipated services***

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

#### **Bookkeeping services**

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording
- Converting cash basis accounting records to accrual basis
- Preparation of financial statements and the related notes to the financial statements
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

**Additional work resulting from unanticipated changes in your organization or accounting records**

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

**Changes in engagement timing and assistance by your personnel**

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
  - Rescheduling our fieldwork
  - Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
  - Identifying a significant number of proposed audit adjustments
  - Schedules prepared by your personnel that do not reconcile to the general ledger
  - Numerous revisions to information and schedules provided by your personnel
  - Restating financial statements for accounting errors in the prior year
  - Lack of availability of entity personnel during audit fieldwork
-

***Changes in accounting and audit standards***

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

***Other fees***

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf. You and your attorney will receive a copy of every subpoena or request we are asked to respond to. You can control the costs of any discovery process or document request by informing us which requests you would like us to act on.

***HIPAA Business Associate Agreement***

To protect the privacy and provide for the security of any protected health information, as such is defined by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the regulations and policy guidances thereunder (HIPAA), City of Franklin, Wisconsin and CLA shall enter into a HIPAA Business Associate Agreement (BAA) in the form enclosed. If the enclosed HIPAA Business Associate Agreement is acceptable, please sign, date, and return it to us.

***Finance charges and collection expenses***

You agree that if any statement is not paid within 30 days from its date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

***Consent to use financial information***

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by ET Section 301 of the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of City of Franklin, Wisconsin's information in these cost comparison, performance indicator, and/or benchmarking reports.

---

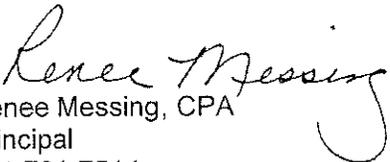
City of Franklin  
Page 13  
November 24, 2014

**Agreement**

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between us. If you have any questions, please let us know. Please sign, date, and return the enclosed copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and our respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**

  
Renee Messing, CPA  
Principal  
414-721-7514  
renee.messing@CLAconnect.com

Enclosures

**Response:**

This letter correctly sets forth the understanding of City of Franklin, Wisconsin.

Authorized governance signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Authorized management signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

---

## HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made by and between the City of Franklin, Wisconsin (hereinafter referred to as "Client") and CliftonLarsonAllen LLP (hereinafter referred to as "CLA"). This Agreement is effective as of the date signed by Client.

### RECITALS

**WHEREAS**, Client is a "covered entity" within the meaning of 45 CFR § 160.103;

**WHEREAS**, CLA provides accounting, consulting, or other services to Client and, in connection therewith, Client wishes to disclose "protected health information" within the meaning of 45 CFR § 160.103 to CLA and CLA wishes to receive protected health information and, on behalf of Client, create, maintain, or transmit protected health information (collectively, "Client's PHI");

**WHEREAS**, CLA is a "business associate" within the meaning of 45 CFR § 160.103;

**WHEREAS**, Client and CLA intend to protect the privacy and provide for the security of Client's PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance thereunder ("HIPAA Rules");

**WHEREAS**, the HIPAA Rules require that Client receive adequate assurances that CLA will comply with certain obligations with respect to Client's PHI and, accordingly, the parties hereto desire to enter into this Agreement for the purpose of setting forth in writing the terms and conditions for the use, disclosure, and safeguarding of Client's PHI, including provisions required by the HIPAA Rules as the same may be amended from time to time;

**NOW, THEREFORE**, in consideration of the foregoing recitals and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### TERMS OF AGREEMENT

**1. Obligations and Activities of CLA.**

a. Permitted and Required Uses and Disclosures. CLA shall not use or disclose Client's PHI except as permitted or required by this Agreement or as required by law. Specifically, CLA agrees as follows:

i. CLA may only use or disclose Client's PHI as necessary to perform the services set forth in the service agreement, if any, between Client and CLA, to perform functions, activities, or services for, or on behalf of, Client as requested by Client from time to time, or as required by law.

ii. CLA shall use or disclose only the "Minimum Necessary" amount of information, as such term is defined in the HIPAA Rules, required to conduct the authorized activities herein, except that CLA will limit disclosures to a limited data set as set forth in 45 CFR § 164.514(e)(2) as required by the HIPAA Rules.

iii. CLA may not use or disclose Client's PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Client, except that CLA may use or disclose Client's PHI for the proper management and administration of CLA or to carry out the legal responsibilities of CLA, provided the use or disclosures are required by law or CLA obtains reasonable assurances from the person to whom the information is disclosed that Client's PHI will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies CLA of any instances of which it is aware in which the confidentiality of Client's PHI has been breached.

iv. CLA may use Client's PHI to provide "data aggregation services" relating to the health care operations of Client within the meaning of 45 CFR § 164.501.

v. CLA shall not disclose Client's PHI in a manner that would violate any restriction thereof which has been duly communicated to CLA.

vi. Except as permitted by the HIPAA Rules, CLA shall not directly or indirectly receive remuneration in exchange for any of Client's PHI unless authorized in writing by Client.

b. Safeguards. CLA shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of Client's PHI other than as provided in this Agreement.

i. Administrative Safeguards. CLA shall implement all required administrative safeguards pursuant to 45 CFR § 164.308 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all administrative safeguards of 45 CFR § 164.308 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Rules.

ii. Physical Safeguards. CLA shall implement all required physical safeguards pursuant to 45 CFR § 164.310 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all physical safeguards of 45 CFR § 164.310 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Rules.

iii. Technical Safeguards. CLA shall implement all required technical safeguards pursuant to 45 CFR § 164.312 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all technical safeguards of 45 CFR § 164.312 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Rules.

c. Reporting of Disclosures. CLA shall report to Client any use or disclosure of Client's PHI not provided for by this Agreement of which CLA becomes aware, including any acquisition, access, use or disclosure (i.e., "breach") of "unsecured protected health

information,” within the meaning of 45 CFR § 164.403, and any security incident of which CLA becomes aware. CLA shall make such report to Client without unreasonable delay and in no case later than sixty (60) calendar days following discovery of the breach. CLA’s notice to Client shall include all information needed by Client to provide notice to affected individuals and otherwise satisfy the requirements of 45 CFR § 164.410.

d. Satisfying Requests for Access. CLA shall make available to Client PHI in a “designated record set,” within the meaning of 45 CFR § 164.501, as Client may require to satisfy its obligations to respond to a request for access pursuant to 45 CFR § 164.524. If CLA receives a request for access directly from an individual or an individual’s designee, CLA shall forward such request within five (5) calendar days to Client for Client to fulfill.

e. Satisfying Requests for Amendment. CLA shall make any amendments to Client’s PHI in a designated record set, as Client may require to satisfy its obligations to respond to a request for amendment pursuant to 45 CFR § 164.526. If CLA receives a request for amendment directly from an individual or an individual’s designee, CLA shall forward such request within ten (10) calendar days to Client for Client to fulfill.

f. Internal Practices. CLA shall make its internal practices, books and records relating to the use and disclosure of Client’s PHI available to the Secretary of the United States Department of Health and Human Services or his or her designee for purposes of determining compliance with the HIPAA Rules.

g. Accounting. CLA shall document disclosures of Client’s PHI and information related to such disclosures and otherwise maintain and make available the information required to provide an accounting of disclosures to the Client as necessary to permit the Client to respond to a request for an accounting pursuant to 45 CFR § 164.528. If CLA receives a request for an accounting directly from an individual or an individual’s designee, CLA shall forward such request within ten (10) calendar days to Client for Client to fulfill.

h. Policies and Procedures; Documentation. CLA shall develop appropriate policies and procedures relating to its compliance with the administrative, physical, and technical safeguards set forth in Section 1.b. and shall document, retain, and update such policies and procedures as required by 45 CFR § 164.316.

j. Compliance as if Covered Entity. To the extent CLA is to carry out one or more of the obligations imposed on the Client as a “covered entity” under Subpart E of 45 CFR Part 164, CLA shall comply with the requirements of said Subpart E that apply to the Client in the performance of such obligations.

2. **Client Obligations.** Client shall provide notice to CLA of any of the following:

a. Any limitations in the notice of privacy practices of Client under 45 CFR § 164.520, as well as any changes to such limitations, to the extent that such limitation may affect CLA's use or disclosure of Client's PHI.

b. Any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect CLA's use or disclosure of Client's PHI.

c. Any restriction on the use or disclosure of protected health information that Client has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect CLA's use or disclosure of Client's PHI.

Client shall not request CLA to use or disclose Client's PHI in any manner that would not be permissible under the HIPAA Rules if done by Client, except that Client may request CLA to provide to Client "data aggregation services" relating to the health care operations of the Client within the meaning of 45 CFR § 164.501, as permitted by 45 CFR § 164.504(e)(2)(i)(B).

3. **Termination of Agreement.**

a. This Agreement shall terminate on the earliest to occur of the date either party terminates the Agreement "for cause," as described in Section 3.b., the date CLA terminates as described in Section 3c., or pursuant to Section 5 upon either party's failure to negotiate or enter into an amendment to this Agreement.

b. **Termination for Cause.** A breach of any provision of this Agreement by either party, as determined by the non-breaching party, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement for cause if the breaching party is unable to cure such breach to the other party's satisfaction within ten (10) days following written notice of such breach. The breaching party shall cooperate with the other party as necessary to mitigate the extent of any unauthorized disclosures of Client's PHI or any damages or potential damages and liability under the HIPAA Rules caused by any violation of this Agreement or other unauthorized use of Client's PHI.

c. **Termination by CLA.** Upon thirty (30) days' advance written notice, CLA shall have the right to terminate this Agreement if Client imposes additional restrictions or requirements regarding the use, disclosure, or maintenance of Client's PHI that CLA reasonably determines will materially affect CLA's ability to perform its responsibilities under this Agreement or will materially increase CLA's costs to perform its responsibilities under this Agreement.

4. **Treatment of Client's PHI after Termination.** Upon termination of this Agreement for any reason, CLA, with respect to Client's PHI, shall:

---

a. Retain only that portion of Client's PHI which is necessary for CLA to continue its proper management and administration or to carry out its legal responsibilities;

- b. Return to Client or, if agreed to by Client, destroy remaining Client's PHI that CLA still maintains in any form and retain no copies of such Client's PHI;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of Client's PHI, other than as provided for in this Section, for as long as CLA retains any Client's PHI;
- d. Not use or disclose Client's PHI retained by CLA other than for the purposes for which Client's PHI was retained and subject to the same conditions, as set forth in Section 2, which applied prior to termination;
- e. Return to Client or, if agreed to by Client, destroy remaining Client's PHI retained by CLA when it is no longer needed by CLA for its proper management and administration or to carry out its legal responsibilities and retain no copies of such Client's PHI;
- f. Obtain or ensure the destruction of any Client's PHI created, received, or maintained by any of CLA's subcontractors; and
- g. Within thirty (30) calendar days after termination of this Agreement, certify in a written statement signed by a senior officer of CLA, that all Client's PHI has been returned or disposed of as required above.

If the parties mutually agree that return or destruction is not feasible, this Agreement shall continue to apply to Client's PHI and, without limitation to the foregoing, the obligations of CLA under this Agreement shall survive the termination of this Agreement with respect to any Client's PHI retained by CLA. CLA shall limit further use and disclosure of Client's PHI to those purposes that make the return or destruction of Client's PHI infeasible.

**5. Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties agree to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the HIPAA Rules or other applicable law upon the written request of either party. Either party may terminate this Agreement upon thirty (30) days' written notice in the event (i) the other party does not promptly enter into negotiations to amend this Agreement upon the request of the party giving notice or (ii) the other party fails to execute an amendment to this Agreement upon the request of the party giving notice.

**6. No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Client, CLA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**7. Indemnification.** Client shall indemnify, hold harmless, and defend (with counsel of CLA's choosing) CLA, its subsidiaries, affiliates, partners, and employees from and against all claims, suits, administrative proceedings, demands, losses, damages, or penalties, including reasonable attorneys' fees, arising out of Client's misuse or improper disclosure of Client's PHI, breach of this Agreement, or violation of the HIPAA Rules or any other law or regulation.

8. **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. There shall be no presumption for or against either party, by reason of one of the parties causing this Agreement to be drafted, with respect to the interpretation or enforcement of this Agreement.

9. **Notices.** All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to Client, to: City of Franklin, Wisconsin  
9229 W Loomis Road  
Franklin, WI 53132  
Attention: Paul Rotzenberg, Finance Director

If to CLA, to: CliftonLarsonAllen LLP  
10700 W Research Drive, Suite 200  
Milwaukee, WI 53219  
Attention: Renee Messing, Principal

or to such other names or addresses as Client or CLA, as the case may be, shall designate by notice to the other in the manner specified in this Section 9.

10. **Survival.** The obligations contained in this Agreement which by their nature or context survive or are expressly intended to survive the termination of this Agreement will so survive and continue in full force and effect. Without limiting the generality of the foregoing, Sections 2, 4, and 7 shall survive the termination of this Agreement.

11. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are superseded by this Agreement.

13. **Non-Waiver.** No failure or delay in exercising any right or remedy under this Agreement and no course of dealing between the parties operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion.

---

IN WITNESS WHEREOF, the parties have signed this Agreement.

City of Franklin, Wisconsin

CliftonLarsonAllen LLP

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

By: Renee Messing

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

Print Name: Renee Messing

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

Title: Principal

Date: \_\_\_\_\_

Date: 11/24/14

<b>APPROVAL</b> <i>Slw Paul</i>	<b>REQUEST FOR COMMON COUNCIL ACTION</b>	<b>MEETING DATE</b> December 2, 2014
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Ordinance to Amend Ordinance 2013-2120, an Ordinance Adopting the 2014 Budgets for the General Fund, for the City of Franklin for Fiscal Year 2014 to Approve Budget Amendments for Fire Non-Personnel Costs to the 2014 Budget</b>	<b>ITEM NUMBER</b> <i>G.15.</i>

**Background**

The Fire Dept has experienced several costs in excess of appropriations for 2014. Three areas are most problematic.

. Sprinkler plan reviews – thru Oct 31, 2014 actual expenses have been \$38,185, compared to a YTD budget of \$18,439. By year end this cost is estimated to be \$28,000 greater than the \$25,000 annual appropriation. Please note that plan reviews are billed back to property owners. 2014 revenues are also exceeding budget, but by a smaller amount. Three large projects in 2014 are driving much of the overage, the high school, Hampton Inn and Self Storage.

. Auto Maintenance – the Fire Dept has had the Dept of Transportation inspect many of their vehicles. Those inspections identified several issues that likely would not have been identified had the DOT not done the inspection. Addressing these issues is increasing the costs. The equipment is also moving in to the final third of their useful life and thus experiencing increased maintenance costs. Assuming no event in the final weeks of the year, auto maintenance costs will likely approach \$40,000 as compared to a \$15,000 annual appropriation.

. Ambulance billing service. The City utilizes an third party vender to invoice and collect ambulance billings (which can involve health insurance claims procedures that the third party is better equipped to handle). These fees have exceeded the appropriation the last few years (2011, 2012, and 2013). 2014 looks to repeat that pattern. Estimates of year end expenditures are \$83,000 compared to a \$68,800 appropriation.

**Analysis**

Current estimates place the Fire Dept \$70,000 over the Non-personnel appropriation by Dec 31, 2014.

**Recommendation**

This item was reviewed by the Finance Committee at the November 25, 2014 meeting. The Finance Committee recommends adoption of the budget amendment.

The Fire Chief is requesting and Finance Director concurring in recommending a \$70,000 increase in appropriations for these costs, to come from Restricted Contingency.

**Motion**

Motion to adopt Ordinance to Amend Ordinance 2013-2120, an Ordinance Adopting the 2014 Budgets for the General Fund, for the City of Franklin for Fiscal Year 2014 to Approve Budget Amendments to the Fire Dept Non-Personnel costs to the 2014 Budget

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2014 \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2013-2120, AN ORDINANCE  
ADOPTING THE 2014 ANNUAL BUDGETS FOR THE GENERAL FUND  
FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2014 TO APPROVE BUDGET  
AMENDMENTS TO THE 2014 BUDGET

---

WHEREAS, the Common Council of the City of Franklin adopted the 2014 Annual Budgets for the General Fund, and

WHEREAS, \$393,780 was included in the 2014 Annual Budget of the Fire Dept Non-Personnel costs, and

WHEREAS, expenditures for Auto Maintenance support repairs and maintenance for Fire Fighting vehicles which have under gone Department of Transportation Inspections and required more repairs than anticipated when the 2014 Budget was adopted; and

WHEREAS, Sprinkler Plan review costs have exceeded those anticipated when the 2014 Budget was adopted to provide services to building projects in the City, and

WHEREAS, Ambulance Billing Service fees have exceeded those anticipated when the 2014 Budget was adopted, and

WHEREAS, the revenues from Sprinkler Plan reviews are exceeding those anticipated by the 2014 Budget, and

WHEREAS, the Common Council believes these services are needed to ensure public safety and well being of our citizens,

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

Section 1 That certain appropriations in the 2014 Annual Budget for the General Fund of the City of Franklin be adjusted as follows:

General Fund	Fire Dept	Non-Personnel Services	Increase	\$70,000
		Contingency Restricted	Decrease	\$70,000

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Introduced at a regular meeting of the Common Council of the City of Franklin this 2nd day of December, 2014 by Alderman \_\_\_\_\_.

Ordinance No. 2014-\_\_\_\_\_

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of Franklin  
this 2nd day of December, 2014.

APPROVED:

\_\_\_\_\_  
Stephen R Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

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

**BLANK PAGE**

<p><b>APPROVAL</b></p> <p><i>Steve M...</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>12/02/2014</b></p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>Solicitation of the City of Franklin to be Included in the South Suburban Chamber of Commerce “Membership Directory &amp; Community Guidebook”</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G,16.</i></p>

The South Suburban Chamber of Commerce prepares a “Membership Directory & Community Guidebook”. The Chamber partners with the Daily Herald Media Group that prepares and publishes these manuals. They sell advertising in the manuals, a portion of which (15%) is returned to the Chamber as a fundraiser for the Chamber. At their June 18, 2013 meeting, the Common Council approved a motion that “authorized the back cover ad promoting the City of Franklin in the South Suburban Chamber of Commerce’s Membership Directory and Community Guidebook for \$5,000”.

Attached is a copy of the ad that was placed in the 2014 Community Guidebook.

The City has once again been contacted to see if it wants to advertise in this guidebook. Following are some main points of interest.

- For 2014, a half-panel advertisement cost \$1,795 and a quarter-panel advertisement cost \$895.
- 1,500 copies will be mailed directly to all businesses in Franklin and Oak Creek.
- 2,200 copies will be mailed to new residents (new within the past three years).
- Copies are made available for distribution at businesses or at City Hall.
- The Daily Herald Media Group will help the City develop the ad at no additional cost, if needed.

If the City desires to move forward and place an ad, advertising space should be reserved by making payment. The ad is supposed to be completed by the end of July for inclusion in the 2015 book, with a planned mailing in January of 2015. If directed to proceed without any further direction, the process would be considered administrative in nature and the ad would be prepared under the general oversight of the Mayor.

Funding from Restricted Contingency Appropriation could be authorized for this purpose if desired.

### **COUNCIL ACTION REQUESTED**

Possible actions include:

- 1) Motion to receive and file.
- 2) Motion to authorize purchase of a \_\_\_\_-sized ad promoting the City of Franklin in the South Suburban Chamber of Commerce’s Membership Directory and Community Guidebook.
- 3) Other such action as the Common Council shall determine.

PRSRT STD  
U.S. POSTAGE PAID  
PALATINE, IL  
PERMIT NO. 1233



# WELCOME TO THE CITY OF FRANKLIN

WHERE BEING "OPEN FOR BUSINESS" IS AN INVITATION TO YOU AND YOUR COMPANY TO JOIN OUR GROWING COMMUNITY

## FOR YOUR BUSINESS:

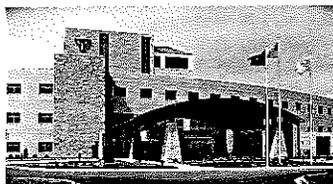
A BUSINESS-FRIENDLY, GROWING COMMUNITY WITH EXCELLENT TRANSPORTATION LINKAGES



JOIN OTHER INDUSTRY LEADERS



NORTHWESTERN MUTUAL



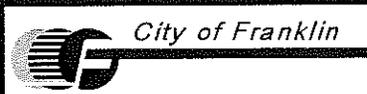
WHEATON FRANCISCAN

## FOR YOUR FAMILIES AND EMPLOYEES:

GREAT SCHOOLS, HOUSING OPTIONS, AND VIBRANT NEIGHBORHOODS

# STRATEGICALLY LOCATED

[WWW.FORWARDFRANKLIN.COM](http://WWW.FORWARDFRANKLIN.COM)



[WWW.FRANKLINWI.GOV](http://WWW.FRANKLINWI.GOV)

CITY HALL: 414-425-7500

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>12/02/2014</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>2015 Property and Casualty Insurance Coverage</b>	<b>ITEM NUMBER</b>  <i>G.17.</i>

Since 2004, the City of Franklin has had its casualty insurance plans with the League of Wisconsin Municipalities Mutual Insurance Plan (LWMMI), agent being R&R Insurance, and the Local Government Property Insurance Fund (LGPIF). The Department of Administration has obtained quotes from these current agents and providers. Last year the City obtained an additional quote from Chubb for the City's property insurance as new management at LGPIF had led to some changes that pushed property rates up for 2014, which Chubb said would be comparable to this year. However, the City's property insurance rates from LGPIF for 2015 remained the same for the building/property in the open and went down a little for the contractor's equipment. Thus, the property insurance renewal quote from LGPIF is \$114 lower than our 2014 total premium. LGPIF, which was established specifically for Wisconsin local governments, has traditionally been very responsive to municipal needs and flexible in policy language and application, as has LWMMI. As is discussed further below, the Director of Administration recommends continuing the City's current liability and property insurance policies for the 2015 year as are currently in place, with one minor change.

The following table shows a summary of the 2014 premium costs and 2015 estimated premiums through R&R Insurance/LWMMI and the Local Government Property Insurance Fund (LGPIF). A big increase of note is in Workers Compensation which is due to the State-calculated modification ratio that is based upon the last three years of claims history. The City's modification ratio increased from 0.88 to 1.11 (23 points), the State rates increased overall by 4%, and the City's payroll exposure is higher. This increase was anticipated and was incorporated into the 2015 budget.

Coverage	2014 Cost	2015 Cost	Carrier
Buildings/Personal Property	\$45,748	\$45,494	LGPIF
Contractors Equip.	4,673	4,813	LGPIF
<b>Subtotal-Property Insurance</b>	<b>\$50,421</b>	<b>\$50,307</b>	LGPIF
General Liability	104,955	106,529	R&R Ins./LWMMI
Police Professional	44,060	44,721	R&R Ins./LWMMI
Public Officials	55,370	56,201	R&R Ins./LWMMI
Auto Liability	30,503	31,741	R&R Ins./LWMMI
Auto Physical Damage	39,952	42,758	R&R Ins./LWMMI
Umbrella	15,484	15,520	R&R Ins./McGowan-American Alt.
Crime & Monies/Securities	2,360	2,479	R&R Ins./CNA
Boiler & Machinery	5,859	5,918	R&R Ins./Liberty Mutual
Storage Tank	3,324	*3,500	R&R Ins./Nautilus
Workers Compensation	369,270	502,546	R&R Ins./United Heartland
<b>Subtotal-Liability Insurance</b>	<b>\$671,137</b>	<b>\$811,913</b>	
<b>Subtotal - Property &amp; Liability</b>	<b>\$721,558</b>	<b>\$862,220</b>	
<b>Savings for \$5,000 Deductible Option</b>		<b>\$35,878</b>	
<b>Total-Property/Liab. w/\$5,000 Deduct. Option</b>		<b>\$826,342</b>	

\*Estimate - quote not available until December.

The 2015 Insurance Budget includes a total amount of \$889,775. Also note that the City received a dividend check this year from the League of Wisconsin Municipalities in the amount of \$66,395 for the 2013 policy year. As such, there are sufficient appropriations to fund the proposed policies.

The minor exception noted above pertains to incorporating a deductible into the LWMMI liability policy. LWMMI has not previously offered the option to incorporate a deductible, but has added one for 2015 for competitive and marketing reasons. Their deductible is slightly different in that it isn't a first dollar deductible where the customer pays everything up to the deductible first. As structured by the LWMMI, if costs incurred on the claim exceeds the amount of the deductible then we will owe the deductible. If costs remain below the deductible, costs will be absorbed by LWMMI. This structure will work to our favor because our total premium can be reduced \$35,878 if we accept a \$5,000 deductible. The deductible option comes with a maximum cap on deductibles of \$25,000. As such, the worst case scenario is that the deductible option saves the City \$10,878 for 2015. We will likely save more because 9 of the past 11 years have had 3 or fewer claims that would qualify for kicking in the deductible; as such we will likely save an additional \$10,000 or more if applicable claims remain at 3 or lower. Other deductible level options are offered, but the \$5,000 level is the most financially advantageous. Deductibles would be paid from the same appropriations as the premiums, but may be set up in a separate line item for accounting reasons.

### **COUNCIL ACTION REQUESTED**

Authorize the Director of Administration to renew and execute the City's casualty insurance plans with R&R Insurance/League of Wisconsin Municipalities Mutual Insurance (LWMMI) and the Local Government Property Insurance Fund, as noted above, for the upcoming 2015 year, including incorporating the \$5,000 liability deductible with LWMMI and to further authorize release of premium payments in accordance with or as required by said policy documents.

<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COMMON COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>12/02/2014</b></p>
<p><b>ORGANIZATIONAL BUSINESS</b></p>	<p><b>Recommendations from the Committee of the Whole</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G.18.</i></p>
<p>(a) Request from Dave Bartels and Ruzica Bartoshevich for the City to locate, design and build a minimum of 8 tennis courts and 2 mini-tennis courts adjacent to one another in a single cluster layout within a City park to provide adequate tennis facilities for City residents as recommended in the Comprehensive Outdoor Recreation Plan.</p> <p>(b) Discussion concerning and consideration of a possible comprehensive update or replacement of the City of Franklin Unified Development Ordinance.</p>		

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE  12/02/14
REPORTS & RECOMMENDATIONS	CITIZEN'S REQUEST FOR THE CITY TO LOCATE, DESIGN AND BUILD A MINIMUM OF 8 TENNIS COURTS AND 2 MINI-TENNIS COURTS ADJACENT TO ONE ANOTHER IN A SINGLE CLUSTER LAYOUT WITHIN A CITY PARK TO PROVIDE ADEQUATE TENNIS FACILITIES FOR CITY RESIDENTS AS RECOMMENDED IN THE COMPREHENSIVE OUTDOOR RECREATION PLAN	<i>18.(a)</i>

At the special parks tour meeting of the Parks Commission on October 11, 2014, three residents made a presentation during the citizen comment period requesting the City locate, design and build 5-8 tennis courts adjacent to one another in a single cluster layout within a City park to accommodate the Franklin High School tennis teams for practice and hosting tournaments. On general consensus, the Parks Commission agreed to place the request on the agenda for the November 10, 2014, Parks Commission meeting.

At the November 10, 2014, Parks Commission meeting, Ruzica Bartoshevich made a presentation to the Parks Commission, requesting the City locate, design and build six (6) additional tennis courts at Pleasant View Neighborhood Park, adjacent to the two (2) tennis courts currently under construction, to provide adequate tennis facilities for City residents, Franklin Recreation Department programming and the Franklin High School tennis teams for practice and hosting tournaments. On general consensus, the Parks Commission recommended Ruzica present her request to the Common Council.

The Comprehensive Outdoor Recreation Plan (CORP) only recommends three (3) tennis courts as part of the development of Pleasant View Neighborhood Park. This recommendation comes from *Table 3.5 Detailed Public Outdoor Recreation Facility Minimum Requirements for Typical Neighborhood Parks Without Neighborhood Elementary School Facilities* of the CORP. On July 1, 2014, the Common Council adopted Resolution 2014-7002 awarding a contract for the development of Phase I of Pleasant View Neighborhood Park, with two (2) tennis courts. The only City Park recommended by the CORP to have a cluster of eight (8) tennis courts is Southwest Park, which is envisioned to be a regional park serving the community, neighborhood and mini park needs of the entire southwestern portion of the City. Based on Staff's research, an amendment to the CORP would be necessary to accommodate the above request.

**COUNCIL ACTION REQUESTED**

A motion to take action on the above item as the Common Council deems appropriate.

## NUMBER OF COURTS PER COMMUNITY PER LOCATION

COMMUNITY	TOTAL	COMMUNITY	TOTAL
<b>CUDAHY</b>	<b>9</b>	<b>NEW BERLIN</b>	<b>41</b>
CUDAHY HS	7	NEW BERLIN WEST HS	10
SHERIDAN PARK	2	JOHN MALONE	4
		FOUNTAIN SQUARE	1
<b>SOUTH MILWAUKEE</b>	<b>14</b>	PRINCETON	6
SO MILWAUKEE HS	8	MOORLAND PARK	8
GRANT PARK	6	VALLEY VIEW	4
		LIONS PARK	4
<b>OAK CREEK</b>	<b>20</b>	BUENA PARK	4
OAK CREEK HS	9		
WILLOW HEIGHTS	2	<b>FRANKLIN</b>	<b>15</b>
SOUTH HILLS	2	FRANKLIN HS	0
OAK LEAF	2	TUCKAWAY	5*
MANOR MARQUETTE	2	FROEMMING	2*
RIVERTON MEADOWS	1	LIONS LEGEND	3
CHAPEL HILLS	2	LIONS VERN BERG	2
		KEN WINDL	2
<b>GREENFIELD</b>	<b>19</b>	JACK WORKMAN	1
GREENFIELD HS	8		
ZABLOCKI PARK	3	* = VERY POOR CONDITION	
WHITNALL HS	6		
WILSON REC CENTER	2	<b>WEST ALLIS</b>	<b>19</b>
		NATHAN HALE HS	8
<b>GREENDALE</b>	<b>35</b>	MCCARTY PARK	4
GREENDALE HS	8	HONEY CREEK	1
VILLAGE CLUB	10	LAFOLLETTE PARK	3
VILLAGE CLUB MINI COURTS	2	RAINBOW PARK	3
COMMUNITY CENTER	6		
COLLEGE PARK	3	<b>WAUKESHA</b>	<b>43</b>
MARTIN LUTHER HS	8	NORTH HS	8
		CARROLL UNIVERSITY	6
<b>ST FRANCIS</b>	<b>17</b>	WOYAHN COMPLEX*	16
ST FRANCIS HS	8	UW WAUKESHA	4
GREENE PARK	3	THE MEADOWS	4
THOMAS MORE	6	MERRILL HILLS	4
		FOX RIVER PARK	1
<b>MUSKEGO</b>	<b>16</b>		
MUSKEGO HS	12	*ADDING 2 COURTS & STADIUM SEATING;	
KURTH PARK	2	8 COURTS USED BY WAUKESHA SOUTH & 8 USED	
		BY CATHOLIC MEMORIAL HS; HOSTS SUMMER REC	
		PROGRAM FOR YOUTH	

BLUHM PARK 2

**NUMBER OF COURTS PER COMMUNITY PER LOCATION (CONTINUED)**

COMMUNITY	TOTAL
<b>KENOSHA</b>	<b>63</b>
BRADFORD HS	8
TREMPER HS	8
KENOSHA ATHLETIC CTR	10
COUNTRY CLUB	5
CLIFFSIDE PARK	4
UW PARKSIDE	6
CARTHAGE COLLEGE	10
ST JOSEPH'S	6
INDIAN TRAIL HS	6
<b>RACINE</b>	<b>62</b>
HORLICK HS	8
CASE HS	12
CITY PARK	6
CEDAR BEND	3
COUNTRY CLUB	6
LOCKWOOD	9
HUMBLE PARK	3
MEADOWBROOK	5
PRAIRIE SCHOOL	8
CRAWFORD PARK	2



**Example of Mini-Tennis Courts**

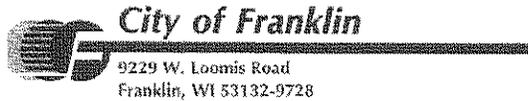


<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>12/2/2014</b>
-------------------------------	---------------------------------------	---

<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM NUMBER</b> <b>H.1.</b>
---------------------------------	-------------------------------	-----------------------------------

See attached list from meeting of December 2, 2014.

**COUNCIL ACTION REQUESTED**



**City of Franklin**

9229 W. Loomis Road  
Franklin, WI 53132-9728

414-425-7500

**License Committee**

**Agenda\***

**Aldermen's Room**

**December 2, 2014 – 5:30 pm**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>		
<b>2.</b>	<b>Applicant Interviews &amp; Decisions</b>			
<b>License Applications Reviewed</b>		<b>Recommendations</b>		
<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
Operator - New 2014-15	<b>Ceparski, Kari A</b> 175 W Sunnyview Dr, Apt F Oak Creek, WI 53154 Michaelangelo's Pizza			
Operator - New 2014-15	<b>Graf, Gordon W</b> 19425 W Glenwood Lane New Berlin, WI 53146 Pick n Save – S 76 <sup>th</sup> St			
Operator - New 2014-15	<b>Martinez, Cynthia C</b> 10135 W Forest Home Ave., #201 Hales Corners, WI 53130 Swiss Street Pub & Grill			
Operator - New 2014-15	<b>Pacioni, Karen S</b> 9044 W Elm Ct, Unit B Franklin, WI 53132 Three Cellars			
Operator - New 2014-15	<b>Sanders Jr, Ordlyn L</b> 7112 S 47 <sup>th</sup> Place Franklin, WI 53132 Pick n Save – S 76 <sup>th</sup> St			
Operator - New 2014-15	<b>Weiss, Sharon A</b> 550 W Riverwood Dr, #104 Oak Creek, WI 53154 Pick n Save – S 76 <sup>th</sup> St			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Fleet Reserve Association Branch 14 - Scholarships</b> Fee Waivers: Labor Day Fair Permit Date of the Event(s): 9/6-9/7/2015 Location: St Martins Fair			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Franklin City Civic Celebrations</b> Fee Waivers: Temporary Operator Licenses, Entertainment & Amusement License, Class B Beer & Wine, Soda and Park Permits Date of the Event(s): 7/2-7/4/2015 Location: Lions Legend Park I & II			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Franklin Health Dept – Safety City &amp; Bike Rodeo</b> Fee Waivers: Park Permit Date of the Event(s): 6/6/2015 & July 2015 (dates TBD) Location: Lions Legend I & Ken Windl Park			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Franklin Historical Society</b> Fee Waivers: Building permits & any related permits for historic 1890's barn museum construction, Date of the Event: 2015 (no date specified) Location: Lions Legend Park			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Franklin Lions Club – Meetings &amp; Fund Raisers</b> Fee Waivers: St Martins Fair Permits, Park Permits, Temporary Class B Beer & Wine Licenses and Temporary Operators Licenses Date of the Event(s): 4/4, 7/28, 8/11, 9/6-9/7, 9/22/15 Location: St Martins Fair, Legend Park 1 and Ken Windl			

Type/ Time	Applicant Information	Approve	Hold	Deny
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Franklin Park Concerts – Free Concerts</b> Fee Waivers: Park Permits, Band Shell fees, Temporary Entertainment and Amusement License Date of the Event(s): 6/21, 7/19, 8/2, 8/16/2015 Location: Legend Park I			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Franklin Police Dept – National Night Out Kick-off</b> Fee Waivers: Temporary Entertainment & Amusement and Food License Date of the Event(s): 8/3/2015 Location: Library, Library Parking Lot and Legend Park 1 Baseball Field Area			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Saint Martin of Tours - Fund Raisers</b> Fee Waivers: Labor Day Fair Permit, Temporary Class B Beer & Wine Temporary Entertainment & Amusement and Temp Operator Licenses Date of the Event(s): 2/15, 2/21, 3/21, 9/6-9/7, Fall/Winter fund raiser dates to be determined Location: St Martins Fair and Saint Martin of Tours Church or School			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>VFW Post 10394 Franklin-Hales Corners – Fund Raisers</b> Fee Waivers: Temporary Entertainment & Amusement, Temporary Class B Beer and St Martins Fair Permit Date of the Event(s): 9/6-9/7/2015 Location: St Martins Fair (11300 W Church St)			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Xaverian Missionaries – Annual Festival</b> Fee Waivers: Extraordinary Event License, Temporary Class B Beer and Wine License, Temporary Operator Licenses, Temporary Food License, and Sign Permits Date of the Event(s): 6/27-6/28/15 Location: 4500 Xavier Dr			
<b>3.</b>	<b>Adjournment</b>			
		Time		

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

**BLANK PAGE**

<b>APPROVAL</b> <i>Slw Paul</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>12/2/14</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <b>I. 1</b>

Attached is a list of vouchers dated November 14, 2014 through November 26, 2014 Nos. 154473 through Nos. 154614 in the amount of \$ 678,767.38. Included in this listing is EFT's Nos. 2745 through Nos. 2754 and Library vouchers in the amount of \$10,797.82.

The net payroll dated November 28, 2014 is \$ 357,734.21 previously estimated at \$ 336,000.00. Payroll deductions for November 28, 2014 are \$ 410,497.32, previously estimated at \$ 350,000.00.

The estimated payroll for December 12, 2014 is \$ 345,000.00 with estimated deductions of \$ 200,000.00.

There were no Property Tax refunds.

**COUNCIL ACTION REQUESTED**

Motion approving net general checking account City vouchers in the range of Nos. 154473 through Nos. 154614 in the amount of \$ 678,767.38 dated November 14, 2014 through November 26, 2014.

Motion approving the net payroll dated November 28, 2014 in the amount of \$ 357,734.21 and payments of the various payroll deductions in the amount of \$410,497.32, plus any City matching payments, where required.

Motion approving the net payroll dated December 12, 2014 estimated at \$ 345,000.00 and payments of the various payroll deductions estimated at \$ 200,000.00, plus any City matching payments, where required.