

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, AUGUST 6, 2019 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes of the Regular Common Council Meeting of July 16, 2019.
- D. Hearings:
 - Public Hearing – A proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property generally located at 11327 West Ryan Road (Outlot 2 of the approved Preliminary Plat for “Ryan Meadows”, except the northerly 30 feet also known as part of Tax Key No. 892-9993-001 (the approximately 1.17 acre portion of parcel 892-9993-001)), from Business Park Use to Residential Use (Mills Hotel Wyoming, LLC, Applicant, Eugene and Marlene Magarich, property owners) [the Comprehensive Master Plan Amendment is contingent upon land transfer or Final Plat recording]. The property which is the subject of this application currently bears Tax Key No. 892-9993-001.
- E. Organizational Business:
 - The Mayor has made the following appointments for Council confirmation:
 - (a) Dave Fowler, 7549 S. Riverview Rd, Ald. Dist. 1 - Plan Commission (3-year term expiring 04/30/22).
 - (b) Ken Kritz, 12045 W. Steven Pl., Ald. Dist 6 - Environmental Commission (3-year unexpired term expiring 04/30/21).
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Consent Agenda:
 - (a) A Resolution to Authorize Acceptance of Storm Water Facilities Maintenance Agreements from Oakwood at Ryan Creek, LLC (Ryanwood Manor at S. 76th Street and W. Oakwood Road) and Aspen Woods, LLC (at S. 51st Street and W. Puetz Road).
 - (b) Accepting a Second Stormguarden® Unit from Milwaukee Metropolitan Sewerage District (MMSD) at Franklin City Hall 9229 W. Loomis Road.
 - (c) Adjust Approved Assistant Mechanic and Heavy Equipment Operator Positions at Department of Public Works.
 - (d) Update on Website Redesign to Latest Version of Northwoods Titan Content Management System (CMS).
 - (e) Trick or Treat Schedule for 2019.
 - (f) The Franklin Police Department received the following donations for deposit into their Respective Accounts:
Crime Presentation - National Night Out; Ascension-Franklin - \$1,000; Crossroads Pizza & Subs - \$100; Gina Moretti (Tutor Doctor) - \$100; McAvoy Chiropractic - \$100; North Shore Bank - \$500; Northwestern Mutual - \$2,000; Parallel

Employment - \$100; Pyramax Bank - \$500; US Bank - \$2,000; Volition Franklin - \$100; WaterStone Bank - \$1,000.

Police Donations – General: Franklin Lioness Club - \$150

- (g) Donation from Franklin Lioness Club Foundation in the Amount of \$150 to the Fire Department to be Used Toward Funding Fire Prevention Activities and/or Equipment.
 - (h) Donation to Franklin Health Department from Franklin Lioness Club in the Amount of \$150 to be Deposited into the Health Department Donations Account.
2. An Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to Change the City of Franklin 2025 Future Land Use Map for Property Generally Located at 11327 West Ryan Road (Outlot 2 of the Approved Preliminary Plat for “Ryan Meadows” Except the Northerly 30 Feet Also Known as Part of Tax Key No. 892-9993-001 (the Approximately 1.17 Acre Portion of Parcel 892-9993-001)) From Business Park Use to Residential Use, Pursuant to Wis. State § 66.1001(4)(b).
 3. An Ordinance to Amend the Unified Development Ordinance (Zoning Map) to Rezone Outlot 2 of the Approved Preliminary Plat for “Ryan Meadows,” Except the Northerly 30 Feet Also Known as Part of Tax Key No. 892-9993-001 (the Approximately 1.17 Acre Portion of Parcel 892-9993-001) From R-2 Estate/Single-Family Residence District and C-1 Conservancy District to R-6 Suburban Single-Family Residence District (Generally Located at 11327 West Ryan Road) (Approximately 1.1665 Acres) (Mills Hotel Wyoming, LLC Applicant, Eugene and Marlene Magarich, Property Owners).
 4. Update on the City Hall Roof, HVAC and Fascia Wood Replacement Project and Selection of Cladding Color.
 5. Project Updates for Ballpark Commons.
 6. A Resolution Authorizing Certain Officials to Accept a Berm Easement for and as Part of the Review and Approval of a Site Plan for Four, 3-Story, Approximately 53 Unit Apartment Buildings Development at Ballpark Commons (7125, 7165, 7195, and 7250 South Ballpark Drive, Formerly Approximately 7900 West Crystal Ridge Drive) (Ballpark Commons Apartments LLC, an Affiliate of Mandel Group, Inc., and in Partnership with Zim-Mar Properties, LLC, Applicant, Zim-Mar Properties, LLC, Property Owner).
 7. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Review and Approval of a Site Plan for Four, 3-Story, Approximately 53 Unit Apartment Buildings Development at Ballpark Commons (7125, 7165, 7195, and 7250 South Ballpark Drive, Formerly Approximately 7900 West Crystal Ridge Drive) (Ballpark Commons Apartments LLC, an Affiliate of Mandel Group, Inc., and in Partnership With Zim-Mar Properties, LLC, Applicant, Zim-Mar Properties, LLC, Property Owner).
 8. A Resolution Authorizing Certain Officials to Accept a Landscape Bufferyard Easement for and as Part of the Review and Approval of a Site Plan for Four, 3-Story, Approximately 53 Unit Apartment Buildings Development at Ballpark Commons (7125, 7165, 7195, and 7250 South Ballpark Drive, Formerly Approximately 7900 West Crystal Ridge Drive) (Ballpark Commons Apartments LLC, an Affiliate of Mandel Group, Inc., and in Partnership With Zim-Mar Properties, LLC, Applicant, Zim-Mar Properties, LLC, Property Owner).

9. Resolution for Acceptance of New Storm Drainage, Sanitary Sewer and Watermain Easements for Velo Village Apartments at Ballpark Commons 7125, 7165, 7195, and 7235 South Ballpark Drive - Tax Key Numbers 754-9001-000, 754-9002-000, and 754-9008-000.
10. A Resolution Authorizing Certain Officials to Execute a Termination of Proposed CSM Easements (Velo Village at Ballpark Commons Property) (Zim-Mar Properties, LLC, Owner).
11. Public School District Request for Exemption from Municipal Impact Fees.
12. Updated Plan to Address Road Repairs in the Rawson Homes Neighborhood Area.
13. An Ordinance to Amend Ordinance 2018-2345, an Ordinance Adopting the 2019 Annual Budgets for the Street Improvement Fund for Fiscal Year 2019 to Establish Appropriations for Rawson Homes Street Repairs.
14. A Resolution to Award Paving Contract for Stark Pavement Corporation to Construct 2019 Rawson Homes Pavement in the Amount of \$212,685.
15. A Resolution Conditionally Approving a Preliminary Plat for Oakes Estates Subdivision (at Approximately South 92nd Street and West Woelfel Road) (Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, Applicant).
16. A Request to Amend Resolution No. 2019-7473, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Two-Family Residential Side by Side Ranch Townhome Use Upon Property Located at 10504 West Cortez Circle (Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., Applicant).
17. A Request to Rescind Resolution No. 2019-7477, A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Review and Approval of a Special Use and Natural Resource Protection Plan for a Two-Family Residential Side by Side Ranch Townhome Use Upon Property Located at 10504 West Cortez Circle and to Vacate, Waive and Release the Conservation Easement (Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., Applicant).
18. A Resolution Conditionally Approving a Final Plat for Faithway Reserve Subdivision (at 7711 South 76th Street) (Rick J. Przybyla, President of Creative Homes, Inc., Applicant).
19. A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Developer of Faithway Reserve Subdivision.
20. A Resolution Authorizing Certain Officials to Approve a Request to Vacate a Sanitary Sewer Easement for Faithway Reserve Subdivision (S. 76th Street and W. Faith Drive).
21. Request from Creative Homes to Allow Construction and Temporary Occupancy for a Model Home on Lot 3 of Faithway Reserve (S. 76th Street and W. Faith Drive).
22. A Resolution Authorizing Certain Officials to Enter into a Time and Expense Professional Engineering Agreement with Concord Group for Services Related to the Preparation of a W. Puetz Road Surface Transportation Urban Program (STP) Grant Application for the Wisconsin Department of Transportation (WISDOT) 2020-2025 Program Cycle for an Estimated Amount of \$13,480.
23. An Ordinance to Amend Ordinance 2018-2345, An Ordinance Adopting the 2019 Annual Budgets for the Capital Outlay Fund to Reclass Contingency Appropriations to Proper Classifications.
24. June 2019 Monthly Financial Report.
25. Monitoring of Department of Public Works 2019 Budget.

26. A Resolution to Amend the Debt Policy Statement for the City of Franklin.
27. A Resolution Authorizing Certain Officials to Execute a Second Amendment to Tax Incremental District No. 5 Development Agreement Between the City of Franklin and BPC Master Developer, LLC (Developer), Ballpark Commons – Franklin, Wisconsin (Project). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Second Amendment to Tax Incremental District No. 5 Development Agreement Between the City of Franklin and BPC Master Developer, LLC (Developer), the negotiation of the Amendment to Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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

I. Licenses and Permits.
Miscellaneous Licenses from License Committee Meeting of August 6, 2019.

J. Adjournment.

*Supporting documentation and details of these agenda items are available at City Hall during normal business hours.
[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

REMINDERS:

August 8	Plan Commission Meeting	7:00 p.m.
August 20	Common Council Meeting	6:30 p.m.
August 22	Plan Commission Meeting	7:00 p.m.
September 2	Labor Day	City Hall Closed
September 3	Common Council Meeting	6:30 p.m.
September 5	Plan Commission Meeting	7:00 p.m.

C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JULY 16, 2019
MINUTES

- ROLL CALL A. The regular meeting of the Common Council was held on July 16, 2019 and called to order at 6:30 p.m. by Acting Mayor Mark Dandrea in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber, and Alderman John R. Nelson. Excused was Mayor Steve Olson. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Lubberda, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.
- Acting Mayor Dandrea stated he will be voting as Alderman.
- CITIZEN COMMENT B.1. Citizen comment period was opened at 6:32 p.m. and closed at 6:40 p.m.
- MINUTES
JULY 2, 2019 C. Alderman Barber moved to approve the minutes of the regular Common Council Meeting of July 2, 2019 as corrected. Seconded by Alderman Mayer. All voted Aye; motion carried.
- MAYORAL
APPOINTMENTS E. Alderman Nelson moved to confirm the Mayoral appointment of Christina M. Lucchesi, 6301 S. 116th St., Ald. Dist. 6, Parks Commission (3-year unexpired term expiring 4/30/22). Seconded by Alderman Mayer. All voted, Aye; motion carried.
- FRANKLIN PUBLIC
SCHOOLS REVISION OF
§92-9. MUN. CODE
IMPACT FEE F. Alderman Taylor moved to refer to staff a letter from the Franklin Public School District requesting the revision of §92-9. of the Franklin Municipal Code pertaining to "Impact Fee" exemptions for taxing entities. Seconded by Alderman Barber. All voted Aye; motion carried.
- HEALTH DEPT.
LANGUAGE LINE
CONTRACT G.1. Alderman Barber moved to allow the Director of Health and Human Services to enter into a contract with Language Line Services, Inc. to provide over-the-phone language interpretation services to the Health Department. Seconded by Alderman Mayer. All voted Aye; motion carried.
- AUTHORIZE POLICE
DEPT. INDOOR RANGE
BIDS G.2. Alderman Taylor moved to authorize proceeding to bidding for the Franklin Police Indoor Shooting Range Renovations project, subject to approval by the Director of Administration as to the insurance requirements. Seconded by Alderman Mayer. All voted, Aye; motion carried.

RES. 2019-7516
SUBDIVISION DEV.
AGREEMENT FOR
ASPEN WOODS PHASE II
S. 47TH ST. AND W.
PUETZ RD.

- G.3. Alderman Taylor moved to suspend the regular order of business to allow Matt Cudney to speak. Seconded by Alderman Barber. All voted Aye; motion carried. Alderman Taylor moved to return to the regular order of business. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Taylor moved to adopt Resolution No. 2019-7516, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF ASPEN WOODS SUBDIVISION PHASE II LOCATED ON S. 47TH STREET AND W. PUETZ ROAD, as amended and upon review and acceptance by the City Attorney. Seconded by Alderman Barber. All voted, Aye; motion carried.

QUARRY MONITORING
COMMITTEE
RECOMMENDATION

- G.4. Alderwoman Wilhelm will work with staff to come up with a solution to determine the Quarry north/south boundary along S. 51st Street and the east/west boundary along W. Drexel Avenue and stake them out. Seconded by Alderman Taylor. All voted Aye; motion carried.

No action was taken at this time regarding the status update to provide for a citizen-appointed member to the Committee.

PLEASANT VIEW PARK
SITE PLAN FOR
DEVELOPMENT

- G.5. Alderwoman Wilhelm moved to direct the Director of Administration, working with Alderwoman Wilhelm, to prepare a contract and scope of services for an update to the site plan for development of Pleasant View Park, including but not limited to landscape plan, lighting, and picnic tables. Seconded by Alderman Barber. All voted Aye; motion carried.

FRANKLIN SR. CITIZENS
SEMI-ANNUAL UPDATE

- G.6. Alderman Taylor moved to receive and place on file a 2019 semi-annual update of the Franklin Senior Citizens, Inc. Seconded by Alderman Barber. All voted Aye; motion carried.

CDBG PROJECTS

- G.7. Alderman Taylor moved to authorize the Director of Administration to submit Letters of Support for the Eras Senior Network Neighborhood Outreach Program for \$5,000 and the Oak Creek Salvation Army, Homelessness program for \$3,000; to submit a project application for Senior Health-Related Educational Programming for \$5,000; and to submit a project application for a Franklin Home Repair Grant Program, that would be administered directly through Milwaukee County, for the remaining portion of the City's annual allocation; and further, should the Eras Senior Network not apply for CDBG funding, that the Letter of Support for the Oak Creek Salvation Army, Homelessness Program to be increased to

\$5,500 and the project application for the Senior Health-Related Education Program to be increased to \$7,500. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2019-7517
CONTRACT WITH
GREELEY & HANSON
FOR PHASE 2B
INDUSTRIAL LIFT
STATION

- G.8. Alderman Taylor moved to adopt Resolution No. 2019-7517, A RESOLUTION TO AUTHORIZE THE REMAINDER OF A PROFESSIONAL SERVICES CONTRACT WITH GREELEY AND HANSEN FOR PHASE 2B OF THE DESIGN OF INDUSTRIAL PARK LIFT STATION ABANDONMENT AND SEWER EXTENSION FOR \$17,115. Seconded by Alderman Nelson. All voted Aye; motion carried.

ORD. 2019-2384
AMEND §10-1. BD. OF
PUBLIC WORKS
MEETING DAY AND
TIME

- G.9. Alderman Taylor moved to adopt Ordinance No. 2019-2384, AN ORDINANCE TO AMEND §10-1. OF THE MUNICIPAL CODE TO REMOVE REFERENCE TO MEETING DAY AND TIME FOR THE BOARD OF PUBLIC WORKS, as amended. Seconded by Alderman Nelson. All voted Aye; motion carried.

Alderman Taylor vacated his seat at 7:45 p.m. and returned to his seat at 7:55 p.m.

2020 PRELIM. BUDGET

- G.10. No action was taken following the presentation of preliminary 2020 budget development issues, including an update on landfill siting fees.

BUDGET
APPROPRIATIONS FOR
PLANNED SPENDING

- G.11. Alderwoman Wilhelm moved to authorize Capital Outlay Fund expenditures using appropriations coming from "Planned Spending Pending Additional Consideration," and from reassigning \$9,800 in Information Services Capital Outlay savings for the following items: \$325 for a time stamp machine for the Clerk's Office; \$9,900 for a Ram Air Turnout Gear Dryer for the Fire Department; \$9,000 for a retaining wall replacement at the Police Department; \$14,000 for SQL Virtual Core Software for Information Services (City Hall) and Police Department; \$2,225 for Terminal Server Licenses for Information Services; \$17,900 for a small mower for DPW; \$1,500 for a laptop for Economic Development; and \$7,450 for 4 Taser X2 Units. Seconded by Alderman Taylor. All voted Aye; motion carried.

CLOSED SESSION
TID 5 DEVELOPMENT
AGREEMENT WITH BPC

- G.12. Alderman Barber moved to enter closed session at 8:15 p.m. pursuant to Wis. Stat. §19.85(1)(e), to deliberate upon a Second Amendment to Tax Incremental District No. 5 Development Agreement between the City of Franklin and BPC Master Developer, LLC (Developer), the negation of the Amendment to Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Nelson. On roll call, all voted Aye; motion carried.

The Common Council reentered open session at 9:05 p.m.

CLOSED SESSION TID 7
DEVELOPMENT
AGREEMENT
WITH VELO VILLAGE
APARTMENTS

- G.13. Alderman Barber moved to enter closed session at 9:06 p.m. pursuant to Wis. Stat. §19.85(1)(e), to deliberate upon a Second Amendment to Tax Incremental District No. 7 Development Agreement between the City of Franklin and Velo Village Apartments LLC (Developer), the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Nelson. On roll call, all voted Aye; motion carried.

Upon reentering open session at 9:20 p.m., Alderman Barber moved to adopt A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A TAX INCREMENTAL DISTRICT NO. 7 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FRANKLIN AND VELO VILLAGE APARTMENTS LLC, in such form and content as before the Common Council this evening at this meeting, provided that the Now, Therefore, Be It Resolved paragraph read as follows: "by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Tax Incremental District No. 7 Development Agreement Between the City of Franklin and Velo Village Apartments LLC, in such form and content as annexed hereto, subject to technical and/or minor changes which may be approved by the Economic Development Director, the Director of Finance and Treasurer, Special Counsel and the City Attorney, be and the same is hereby approved"; subject to and contingent upon approval of a Second Amendment to Tax Incremental District No. 5 Development Agreement Between the City of Franklin and BPC Master Developer, LLC. Seconded by Alderman Taylor. On roll call, Alderman Nelson, Alderman Barber, Alderman Taylor, Alderwoman Wilhelm, and Alderman Dandrea voted Aye; Alderman Mayer voted No. Motion carried.

Alderwoman Wilhelm vacated her seat at 9:23 p.m.

VOUCHERS AND
PAYROLL

- H.1. Alderman Mayer moved to approve the following: City vouchers with an ending date of July 11, 2019 in the amount of \$1,660,311.63; and payroll dated July 5, 2019 in the amount of \$379,778.43 and payments of the various payroll deductions in the amount of \$204,900.98, plus City matching payments; and estimated payroll dated July 19, 2019 in the amount of \$417,000.00 and payments of the various payroll deductions in the amount of \$416,000.00; and estimated payroll dated August 2, 2019 in the amount of \$384,000.00 and payments of the various payroll deductions in the amount of

\$210,000.00 plus City matching payments; and release payments to miscellaneous vendors in the amount of \$534,113.94. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

LICENSES AND
PERMITS

- I.1. Alderman Taylor moved to approve the following license recommendations from the License Committee meeting of July 16, 2019:
- Grant 2018-2019 and 2019-2020 Operator license Grant Operator license with warning letter from the City Clerk to Shannen K Conley, S76 W17745 Janesville Rd, Muskego;
- Hold Operator license applications for appearance for Aimee E Waraza, 2835 S. 130th St., New Berlin; Megan E Dauenhaer, 411 W. Swan Circle #2914, Oak Creek; Mandy L Mayrand, 28911 Fir Ln., Waterford;
- Grant 2019-2020 Operator licenses to Luis A Cazarin Quiroga, 3733 W. Jerelin Dr.; Diane M Holytz, 4204 S. Ridgewood Ln., Greenfield; Andrew Hushek, 5315 W. Arizona St., Milwaukee; Jennifer A Jenders, 1085 Tanglewood Ct., Brookfield; Justin D Kagerbauer, N63 W2331 Main St. #301, Sussex; Shannon P Miller, W124 S8236 North Cape Rd., Muskego; Kayla M Paul, 7850 S. Ridgewood Dr.; Laura R Stanislawski, 3801 W. Oklahoma Ave. #3, Milwaukee; Jeffrey F Terp, 26430 Grace Dr., Wind Lake; Pamela J Wolff, 7515 W. Drexel Ave. #108;
- Grant Extraordinary Entertainment & Special Event license pending Fire Department approval to Knights of Columbus Trinity #4580 (David Kunze) for Arts & Crafts Fair on September 1st, 2019, 7335 S. Lovers Lane Rd.; and
- Grant Temporary Class "B" Beer and Temporary Entertainment and Amusement to VFW Post #10394 Hales Corners-Franklin (Andrew Hushek) for St Martins Fair, September 1-2, 2019, 11300 W. Church St.
- Seconded by Alderman Nelson. All voted Aye; motion carried.

ADJOURNMENT

- J. Alderman Taylor moved to adjourn the meeting at 9:27 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

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CITY OF FRANKLIN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMON COUNCIL OF THE CITY OF FRANKLIN will conduct a public hearing on Tuesday, August 6, 2019, at 6:30 p.m., or as soon thereafter as the matter may be heard, in the Common Council Chambers at the Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, to hear public comment regarding a proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property generally located at 11327 West Ryan Road (Outlot 2 of the approved Preliminary Plat for "Ryan Meadows", except the northerly 30 feet also known as part of Tax Key No. 892-9993-001 (the approximately 1.17 acre portion of parcel 892-9993-001)), from Business Park Use to Residential Use (Mills Hotel Wyoming, LLC, applicant, Eugene and Marlene Magarich, property owners) [*the Comprehensive Master Plan Amendment is contingent upon land transfer or Final Plat recording*]. The property which is the subject of this application currently bears Tax Key No. 892-9993-001, and is more particularly described as follows:

Being a part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South 89°44'26" East along the north line of said Northeast 1/4, 684.00 feet; thence South 00°34'43" East and then along the east line of Lot 2 of Certified Survey Map No. 9095, 753.00 feet to the Point of Beginning; Thence South 89°44'26" East, 231.00 feet to a west line of Lot 3 of Certified Survey Map No. 9095; thence South 00°34'43" East along said west line, 220.00 feet to a north line of said Lot 3; thence South 89°44'26" East along said north line, 231.00 feet to the east line of Lot 2 of Certified Survey Map No. 9095; thence North 00°34'43" West along said east line, 220.00 feet to the Point of Beginning. Said land containing 50,815 square feet (1.1665 Acres).

A map showing the property affected may be obtained from the City Council by way of request to the Department of City Development at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, telephone number (414) 425-4024, during normal business hours.

This public hearing is being held pursuant to the requirements of Wis. Stat. § 66.1001(4)(d). The public is invited to attend the public hearing and to provide input. The proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan is available and open for inspection by the public in the Office of the City Clerk at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. The proposed draft ordinance is also available and open for inspection by the public at the Franklin Public Library, 9151 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. In addition, the draft ordinance is available for review at www.franklinwi.gov. Any questions or comments about the proposed amendment to the Comprehensive Master Plan may be directed to Joel Dietl, City of Franklin Planning Manager, at 414-425-4024.

Dated this 24th day of June, 2019.

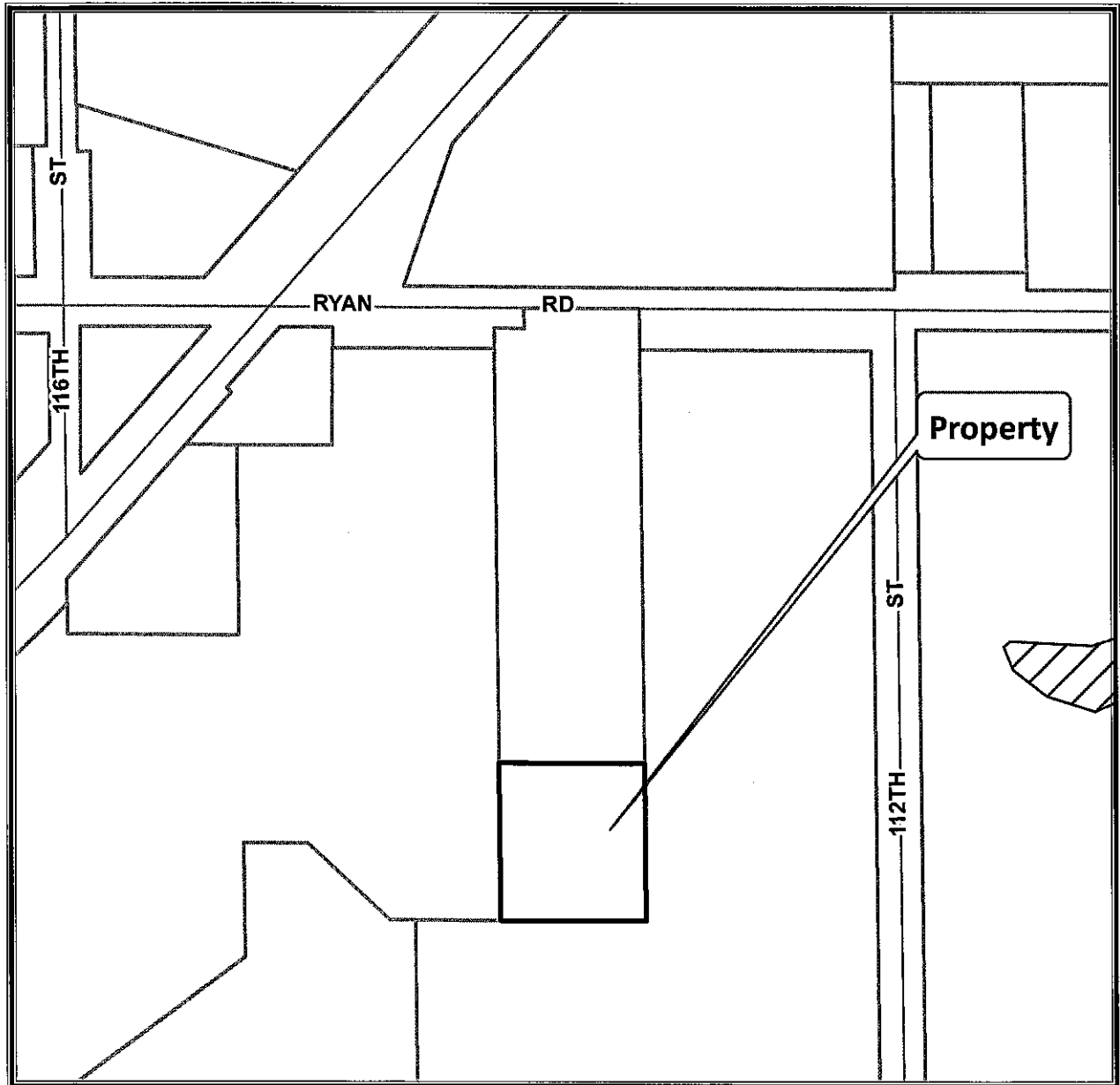
Sandra L. Wesolowski
City Clerk

N.B. Class I

Publish July 3rd



TKN: 892 9993 001



Planning Department
(414) 425-4024

0 155 310 620 Feet

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



2017 Aerial Photo

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/06/19
REPORTS & RECOMMENDATIONS	Mayoral Appointments	ITEM NUMBER E.

The Mayor has made the following appointments for Council confirmation:

- (a) Dave Fowler, 7549 S. Riverview Rd, Ald. Dist. 1 - Plan Commission (3-year term expiring 04/30/22).
- (b) Ken Kritz, 12045 W. Steven Pl., Ald. Dist 6 - Environmental Commission (3-year unexpired term expiring 04/30/21).

COUNCIL ACTION

Motion to confirm the following Mayoral appointments:

- (a) Dave Fowler, 7549 S. Riverview Rd, Ald. Dist. 1 - Plan Commission (3-year term expiring 04/30/19).
- (b) Ken Kritz, 12045 W. Steven Pl., Ald. Dist 6 - Environmental Commission (3-year unexpired term expiring 04/30/21).

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Friday, August 2, 2019 10:22 AM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Ken Hritz
PhoneNumber: 661-342-6724
EmailAddress: kenhritz@gmail.com
YearsasResident: Less than one year
Alderman:
ArchitecturalBoard: 1
CivicCelebrations: 0
CommunityDevelopmentAuthority: 0
EconomicDevelopmentCommission: 0
EnvironmentalCommission: 1
FinanceCommittee: 0
FairCommission: 0
BoardofHealth: 1
FirePoliceCommission: 0
ParksCommission: 0
LibraryBoard: 0
PlanCommission: 0
PersonnelCommittee: 0
BoardofReview: 0
BoardofPublicWorks: 0
QuarryMonitoringCommittee: 0
TechnologyCommission: 0
TourismCommission: 0
BoardofZoning: 0
WasteFacilitiesMonitoringCommittee: 0
BoardWaterCommissioners: 0
CompanyNameJob1: Harvest Church
TelephoneJob1: 805-489-2037
StartDateandPositionJob1: 9/5/2017 Associate Pastor
EndDateandPositionJob1: 4/30/2019 Associate Pastor
CompanyNameJob2: Mee Memorial Hospital
TelephoneJob2: 831-385-6000
StartDateandPositionJob2: 7/8/2013 Chief Clinical Officer
EndDateandPositionJob2: 9/30/2016 Chief Operating Officer
CompanyNameJob3: French Hospital Medical Center

TelephoneJob3: 805-543-5353
StartDateandPositionJob3: 9/7/2007 Sr. Director Ancillary Services
EndDateandPositionJob3: 11/30/12 Vice President, Ancillary Services
Signature: Ken Hritz
Date: 8/2/2019
Signature2: Ken Hritz
Date2: 8/2/2019
Address: 12045 W STEVEN PL Franklin, WI 53132
PriorityListing: Board of Health Architectural Review Board Environmental Commission
WhyInterested: The majority of my career has been in healthcare operations, however along the way, I have come to realize that my greatest joy comes from improving anything and everything....health, the environment, reducing wasted resources, any area of a community that can be improved in any way. In my travels, I have experienced wonderful communities and would like to be very involved in my new wonderful community and home, Franklin, WI.
CompanyAddressJob1: 124 W. Branch St. Arroyo Grande, CA 93420
DescriptionofDutiesJob1: Worked as executive pastor with all staff reporting to me. Duties included budget preparation, human resources, finance, property acquisition, materials management, facilities management, counseling, teaching, and overseeing specific ministries such as the prayer ministry, missions, etc.
AddressJob2: 300 Canal Street King City, CA 93930
DescriptionofDutiesJob2: Operations administrator for a 117 bed acute care hospital. Provided strategy and overall management for hospital departments which included: pharmacy, laboratory, nursing, outpatient clinics, rehabilitation, radiology, skilled nursing facility, dietary, respiratory therapy, case management, social services, and medical staff.
AddressJob3: 1911 Johnson Avenue San Luis Obispo, CA 93401
DescriptionofDutiesJob3: Senior executive overseeing the departments of: laboratory, pharmacy, cardiac catheterization, cardiac rehabilitation, radiology, cancer center, quality improvement, respiratory therapy, medical staff, contracting, and case management.
AdditionalExperience: Education Bachelor's Degree in Biology - Westmont College, Santa Barbara, CA 1979 Master's Degree in Business Administration, La Verne University, La Verne, CA 1992 Interests/Hobbies Hiking Running Traveling/Exploring Reading Efficiencies Church
ClientIP: 70.92.165.87
SessionID: one3y545rbziq0bjhsf0may3
See Current Results

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 08/06/2019
Reports & Recommendations	RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENTS FROM OAKWOOD AT RYAN CREEK, LLC (RYANWOOD MANOR AT S. 76TH STREET AND W. OAKWOOD ROAD) AND ASPEN WOODS, LLC (AT S. 51ST STREET AND W. PUETZ ROAD)	ITEM NO. <i>G.1. (a)</i>

BACKGROUND

The City of Franklin and Milwaukee Metropolitan Sewer District (MMSD) require that developments which add 0.5 acres or more of impervious surface install storm water management facilities for quantity control. In the City of Franklin these are typically wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As part of the City's MS4 (Municipal Separate Storm Sewer System) designation the Wisconsin Department of Natural Resources (DNR) requires the City to meet quality standards as found in NR216, and the facilities within private developments are involved in that credit. Therefore ongoing maintenance of private facilities is imperative.

It is the responsibility of the development owner or a subdivision homeowners association to maintain the storm water facilities in perpetuity per a prescribed Maintenance Agreement. The current agreements include the Oakwood at Ryan Creek, LLC residential development named Ryanwood Manor at S. 76th Street and W. Oakwood Road and the Aspen Woods, LLC residential development named Aspen Woods at S. 51st Street and W. Puetz Road.

ANALYSIS

The DNR offers standard Operation and Maintenance templates for a multitude of BMPs, and most engineers use those to develop site-specific maintenance agreements. The attached Agreements were prepared by the developers and their engineers using the DNR templates. The Agreements were reviewed by Staff and revised if necessary.

OPTIONS

- A. Sign Maintenance Agreements.

FISCAL NOTE

All costs associated with storm water facility maintenance are to be paid by the developer, owner, or homeowners association as stated in the individual agreement.

RECOMMENDATION

(Option A) Resolution 2019-____, a resolution to authorize acceptance of Storm Water Facilities Maintenance Agreements from Oakwood at Ryan Creek, LLC and Aspen Woods, LLC.

Engineering Department: SAA

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019 -

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES
MAINTENANCE AGREEMENTS FOR RYANWOOD MANOR AND ASPEN WOODS

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

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

WHEREAS, developers have executed and submitted to the City of Franklin Storm
Water Facilities Maintenance Agreements for the following developments:

Ryanwood Manor by Oakwood at Ryan Creek, LLC
(Vicinity of S. 76th Street and W. Oakwood Road)

Aspen Woods by Aspen Woods, LLC
(Vicinity of S. 51st Street and W. Puetz Road)

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

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2019, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

SAA

STORM WATER FACILITIES MAINTENANCE AGREEMENT

This AGREEMENT, made and entered into this _____ day of _____, 20____, by and between OAKWOOD AT RYAN CREEK, LLC hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

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

Ryanwood Manor:

Being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more particularly described as follows: Commencing at the southeast corner of the Southeast 1/4 of said Section 28; thence South 88°25'24" West along the south line of said Southeast 1/4, 600.00 feet; thence North 01°25'36" West and then along the east line of Outlot 1 of Certified Survey Map No. 4110, 80.00 feet to a point on the north right of way line West Oakwood Road; thence North 88°25'24" East along said north right of way line, 90.000 feet to the point of beginning; Thence North 01°25'36" West, 211.61 feet; thence North 88°34'24" East, 150.00 feet; thence North 11°47'41" West, 234.63 feet; thence North 68°25'55" West, 221.14 feet; thence North 00°21'59" West, 465.00 feet; thence South 89°38'01" West, 700.00 feet to the west line of the East 1/2 of said Southeast 1/4; thence North 00°21'59" West along said west line, 898.44 feet; thence North 89°45'49" East, 779.37 feet; thence South 45°24'34" East, 468.11 feet; thence North 89°45'49" East, 150.00 feet to the west right of way line South 76th - County Trunk Highway "U"; thence South 00°14'11" East along said west right of way line, 343.47 feet; thence South 89°45'49" West, 182.00 feet; thence South 00°14'11" East, 180.00 feet; thence North 89°45'49" East, 182.00 feet to the aforesaid west right of way line; thence South 00°14'11" East along said west right of way line, 20.00 feet; thence South 89°45'49" West, 182.00 feet; thence South 00°14'11" East, 180.00 feet to the north line of Certified Survey Map No. 4108; thence South 89°45'49" West along said north line, 60.00 feet to northwest corner of said Certified Survey Map No. 4108; thence South 00°14'11" East along the west line of said Certified Survey Map No. 4180, 180.00 feet to the southwest corner of said Certified Survey Map No. 4108; thence South 89°45'49" West, 60.00 feet; thence South 00°01'32" West, 210.75 feet; thence North 88°33'42" East, 121.03 feet to the northwest corner of Certified Survey Map No. 1911; thence South 00°14'11" East along the west line of said Certified Survey Map No. 1911, 239.34 feet to the southwest corner of said Certified Survey Map No. 1911; thence North 88°33'42" East along the south line of said Certified Survey Map No. 1911, 182.00 feet to the aforesaid west right of way line; thence South 00°14'11" East along said west right of way line, 60.74 feet; thence South 08°16'54" West along said west right of way line, 101.50 feet to the north right of way line of Oakwood Road; thence South 88°25'24" West along said north right of way line, 125.00 feet; thence South 77°15'47" West along said north right of way line, 206.66 feet; thence South 88°25'24" West along said north right of way line, 109.79 feet to the point of beginning. Containing 1,268,627 square feet (29.1237 acres) of land.

Ryanwood Manor Addition No. 1:

Being a part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more particularly described as follows: Commencing at the southeast corner of the Southeast 1/4 of said Section 28; thence South 88°25'24" West along the south line of said Southeast 1/4, 600.00 feet; thence North 01°25'36" West and then along the east line of Outlot 1 of Certified Survey Map No. 4110, 80.00 feet to a point on the north right of way line West Oakwood Road and the point of beginning; Thence continuing North 01°25'36" West along said east line, 223.35 feet to the northeast corner of said Certified Survey Map No. 4110; thence South 88°34'23" West along the north line of Outlot 1 of Certified Survey Map No. 4110, the north line of Outlot 1 of Certified Survey Map No. 4109, the north line of Parcel 1 of Certified Survey Map No. 2190 and the north line of Certified Survey Map No. 436, 711.57 feet to the northwest corner of Certified Survey Map No. 436; thence North 00°21'59" West, 783.70 feet to the southwest corner of Ryanwood Manor, a recorded subdivision; thence North 89°38'01" East along the south line of said Ryanwood Manor, 700.00 feet to the west line of said Ryanwood Manor; thence South 00°21'59" East along said west line, 465.00 feet; thence South 68°25'55" East along said west line, 221.14 feet; thence South 11°47'41" East along said west line, 234.63 feet; thence South 88°34'24" West along said west line, 150.00 feet; thence South 01°25'36" East along said west line, 211.61 feet to the north right of way line of

West Oakwood Road; thence South 88°25'24" West along said north right of way line, 90.00 feet to the point of beginning. Containing 624,557 square feet (14.3379 acres) of land.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision (Site Plan, Special Use, P.D.D., CSM or Subdivision) known as RYANWOOD MANOR and RYANWOOD MANOR ADDITION NO. 1 hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property; and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns" meaning to include any homeowners association and all owners of the property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 5-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

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

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

1. The on-site storm water facilities shall be constructed by Owner in accordance with the plans and specifications which are identified as part of the storm water system plan and erosion control plan approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Storm Water Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.

5. If the Owner, its successors and assigns fail to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

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

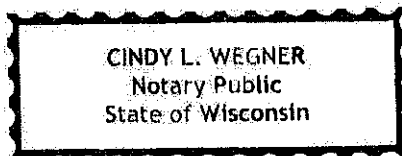
SEALED IN PRESENCE OF:

OAKWOOD AT RYAN CREEK, LLC Owner

By: [Signature]
Name: Steve DeCleene

STATE OF WISCONSIN)ss.
Waukesha COUNTY)

Personally came before me this 1st day of May, 2019, the above named Steve DeCleene, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



[Signature]
Notary Public, Waukesha County, WI
My commission expires: 8/21/22

CITY OF FRANKLIN

By: _____ (Seal)
Name: Stephen R. Olson
Title: Mayor

COUNTERSIGNED:

By: _____ (Seal)
Name: Sandra L. Wesolowski
Title: City Clerk

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

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

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

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

Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

**OPERATION AND MAINTENANCE INSPECTION REPORT
STORM WATER MANAGEMENT PONDS
City of Franklin**

Name of Development _____

Responsible Party Name _____ Address _____

Telephone No. _____ Fax No. _____ E-mail _____

Inspector Name _____ Address _____

Telephone No. _____ Fax No. _____ E-mail _____

Basin Location General Address _____ Section No. _____

Normal Pool ☐ Yes ☐ No

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

EXHIBIT "A-1"

OPERATION AND MAINTENANCE PLAN STORM WATER MANAGEMENT City of Franklin

This operation and maintenance plan prescribes the minimum maintenance requirements the Owner(s), its successors and assigns, must meet to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure the storm water best management practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the storm water practices for maintenance vehicles shall be from the public road right of ways over the drainage easements to the top of berm and to the pond structures. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Owner(s), its successors and assigns, to enforcement of the provisions listed in this Agreement by the City of Franklin.

System Description:

The wet detention ponds are designed to trap a minimum of 80% of sediment in runoff and maintain pre-development downstream peak flows. Storm pipes convey runoff. In addition to runoff conveyance, the grass swales also allow for infiltration and filtering of pollutants especially during smaller storm events. The wet ponds will trap the smaller and finer suspended solids. In order for the wet ponds to be effective, the pond size, water level and outlet structure must be maintained.

Minimum Maintenance Requirements:

To ensure the proper long-term function of the storm water best management practices, the following activities must be completed:

1. Inspect inlets, manholes, pipes, and end sections at least twice a year and after heavy rainfall. Repair any deterioration threatening structural integrity immediately, replace worn or cracked frames and lids, re-set any shifted frames, repair spalled or cracked mortar, repair or replace cracked rings, repair leaking joints, clean manholes, pipes and storm inlet inverts of deposited material, remove potential sources of contamination away from inlets and manholes. Remove any obstructions from end sections, reset end sections that have separated from storm pipe, repair scour areas immediately. Replace missing soil with clean fill and replace/install end treatment. Missing armoring will require additional stone, typically one class larger.
2. All pond inlet and outlet pipes must be checked semi-annually to ensure there is no blockage from floating debris or ice, especially in front of the dewatering holes and the trash rack on the risers. Any blockage must be removed immediately.
3. Grass swales and drainage easements shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
4. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream ponds. Erosion matting is recommended for repairing grassed areas.
5. No trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
6. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
7. If the permanent pool falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water budget. If the cause is leakage, the liner shall be repaired.

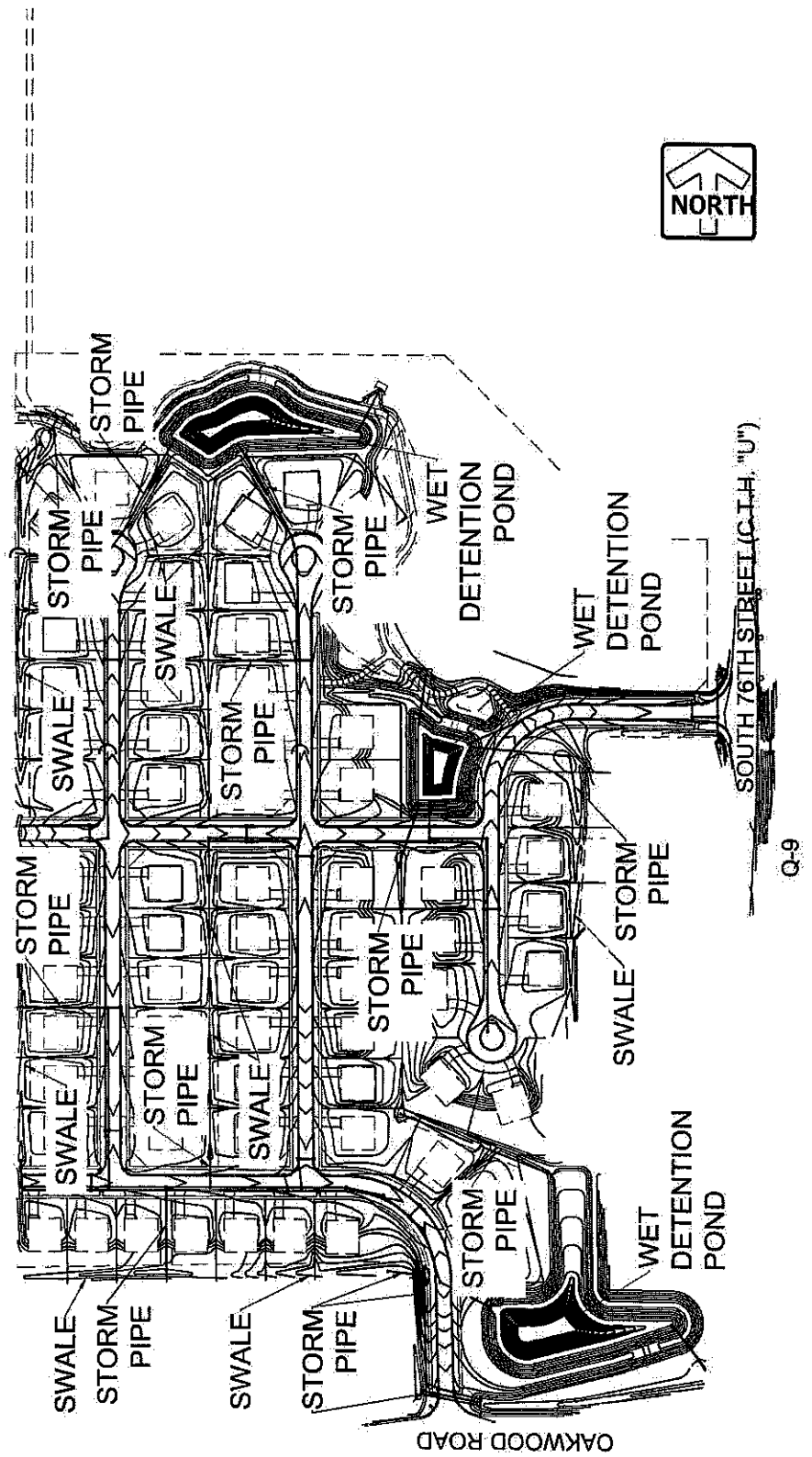
Leakage due to muskrat burrows may require removal of the animals, repair of the liner with clay, and embedding wire mesh in the liner to deter further burrowing. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary.

8. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the ponds and deposited where it cannot drain back into the ponds. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
9. If mosquitoes become a nuisance, the use of mosquito larvicide containing naturally-occurring Bti soil bacteria is recommended.
10. When sediment in the pond has accumulated to an elevation of 3.5 feet below the outlet elevation, it must be removed. All wet portions of the ponds are six feet deep from the invert of the lowest dewatering hole. Measurements to check the depth of sediment can be completed by starting at the elevation of the lowest dewatering hole and measuring down to the sediment level within the ponds. It is anticipated that sediment may need to be removed in approximate 20 year cycles. All sediment must be removed from the site or placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the pond. Meet Wisconsin Administrative Code NR 500 for disposal requirements. A two foot clay liner has been installed in all of the ponds. When performing sediment removal, the contractors must review the approved construction plans for the site to determine the original shape of the pond and the original design depth of the pond so that the excavation does not disturb the clay liner. An engineer and/or surveyor with experience in storm water ponds can provide technical assistance in reviewing the plans and providing staking and elevation guidance during excavation. Excavation below the original design depth is prohibited unless a geotechnical analysis is completed per Wisconsin DNR Technical Standard No. 1001 and any changes in the design are reviewed and approved by the City of Franklin.
11. No grading or filling of the ponds or berms other than for sediment removal is allowed, unless otherwise approved by the City of Franklin.
12. Periodic mowing of the grass swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around the ponds may attract nuisance populations of geese to the property and is not necessary or recommended.
13. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City of Franklin under the provisions listed in this Agreement.
14. Aerators/Fountains – If an aerator or fountain is desired for visual and other aesthetic effects (aerators designed to mix the contents of the pond are prohibited) they must meet all of the items below:
 - i. Use an aerator/fountain that does not have a depth of influence that extends into the sediment storage depth (i.e. more than three feet below the normal water surface).
 - ii. If the water surface drops due to drought or leakage, the aerator / fountain may not be operated until the water rises enough for the depth of influence to be above the sediment storage layer. Therefore, if the depth of influence of the aerator / fountain is two feet, the water surface must be within one foot or less of the lowest pond outlet.
 - iii. Provide an automatic shut-off of the aerator/fountain as the pond starts to rise during a storm event. The aerator/fountain must remain off while the pond depth returns to the permanent pool elevation and, further, shall remain off for an additional 48 hours, as required for the design micron particle size to settle to below the draw depth of the pump.
 - iv. Configure the pump intake to draw water primarily from a horizontal plane so as to minimize the creation of a circulatory pattern from bottom to top throughout the pond.

Exhibit "A-2"
Location Map
Storm Water Management Practices Covered by this Agreement

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. The practices include three wet detention ponds, swales, storm sewer and all associated pipes, earthen berms and other components of these practices.

Project Name: Ryanwood Manor
Storm Water Practices: Wet detention ponds, swales, storm pipes
Location of Practices: Drainage easements



STORM WATER FACILITIES MAINTENANCE AGREEMENT

ASPEN WOODS SUBDIVISION

At Approximately W. Puetz Road & S. 51st Street
Tax Key No. 853-995-010 (prior to land division)

This AGREEMENT, made and entered into this _____ day of _____, 2019, by and between VH Aspen Woods, LLC, hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

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

The Plat of Aspen Woods, recorded in the Register of Deeds Office for Milwaukee County on October 16, 2018 as Document #10819982 being a part of the Northwest 1/4 of the Northeast 1/4 and the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Subdivision known as Aspen Woods hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property as shown on the plan attached hereto as Exhibit "B" and more particularly described on Exhibit "A"; and

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

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

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

1. The on-site storm water facilities shall be constructed by Owner in accordance with the plans and specifications which are identified as part of the storm water system plan and erosion control plan approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "D" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.

4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

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

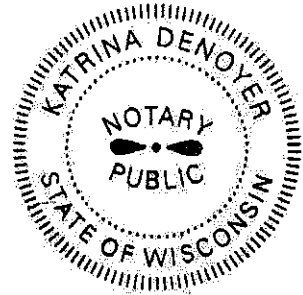
SEALED IN PRESENCE OF:

VH Aspen Woods LLC, Owner
By: [Signature]
Name: David P. Simon

STATE OF WISCONSIN)ss.
Dane COUNTY)

Personally came before me this 17 day of July, 2019 the above named David P. Simon, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

[Signature]
Notary Public, Dane County, WI
My commission expires: 12-31-22



CITY OF FRANKLIN

By: _____ (Seal)
Name: Stephen R. Olson
Title: Mayor

COUNTERSIGNED:

By: _____ (Seal)
Name: Sandra L. Wesolowski
Title: City Clerk

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

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

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

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

Form approved:

Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

The Plat of Aspen Woods, recorded in the Register of Deeds Office for Milwaukee County on October 16, 2018 as Document #10819982 being a part of the Northwest 1/4 of the Northeast 1/4 and the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

EXHIBIT "B"

DEPECTION OF THE FACILITIES

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. the practices include two wet detention ponds, swales, storm sewer and all associated pipes, and other components of these practices.

Project Name: Aspen Woods Subdivision

Storm Water Practices: Wet detention ponds, swales, storm pipes

Location of Practices: Drainage easements

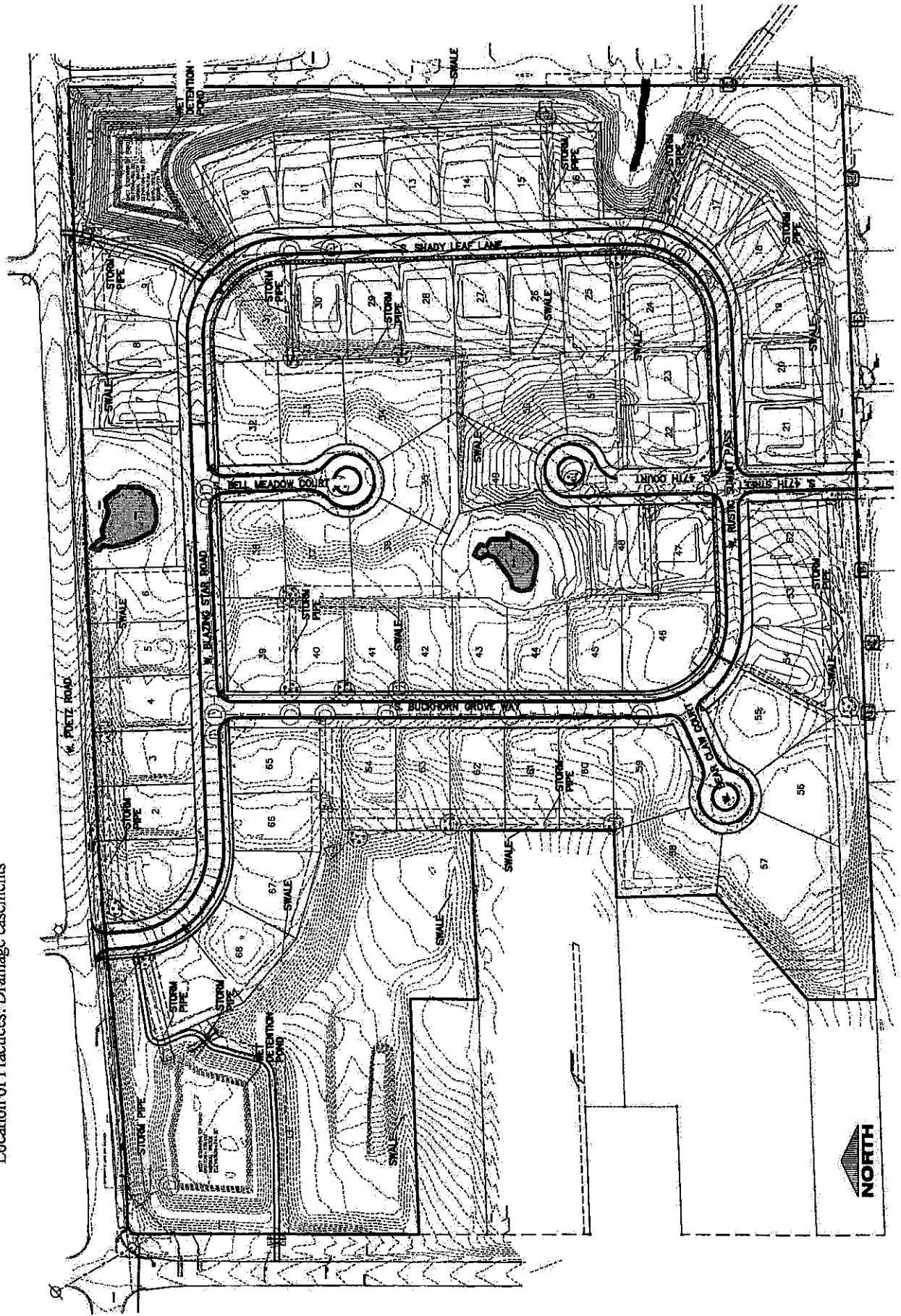


EXHIBIT "C"

OPERATION AND MAINTENANCE PLAN

The owner of the property affected shall inspect and maintain the following stormwater management systems frequently, especially after heavy rainfalls, but at least on an annual basis unless otherwise specified.	
STORMWATER FACILITY	TYPE OF ACTION
1. Lawn and Landscaped Areas	All lawn areas shall be kept clear of any materials that block the flow of stormwater. Rills and small gullies shall immediately be filled and seeded or have sod placed in them. The lawn shall be kept mowed, tree seedlings shall be removed, and litter shall be removed from landscaped areas.
2. Swales	All grassed swales showing signs of erosion, scour, or channelization shall be repaired, reinforced, and revegetated immediately. All swales shall be repaired to the original plan requirements. Mowing shall take place no less than twice per year at a height of no less than three inches. Grasses shall not be allowed to grow to a height that permits branching or bending. Mowing shall only take place when the ground is dry and able to support machinery.
3. Catch Basin/Curb Inlet Grates	The grate openings to these structures must be cleared of any clogging or the blocking of stormwater flow from getting into the stormwater conveyance system of any kind.
4. Retention Basins	Trash racks, standpipes, outlet structures, inlet and outlet pipes, shall be kept clear of debris. Non-structurally sound devices shall be replaced. Floating litter and algae shall be removed monthly. All grassed areas, embankments, and flow control devices showing signs of erosion shall be repaired, reinforced, and revegetated immediately to the original plan requirements. Every 5 years, beginning in the summer of 2019 for the west pond and the summer of 2020 for the east pond, the elevations of the pond bottom shall be surveyed to determine the permanent pool depth and sediment depth in the pond. When silt has accumulated three feet from the original design depth elevation of the pond, the pond shall be cleaned out and restored back to the original design depth of a minimum of 5' from the normal water elevation. Cleaning, removal, and deposit of silt from the detention pond shall be done by means and methods acceptable to the Wisconsin Department of Natural Resources.
5. Record of Maintenance	The operation and maintenance plan shall remain onsite and be available for inspection when requested by WDNR & City of Franklin. When requested, the owner shall make available for inspection all maintenance records to the department or agent for the life of the system.

EXHIBIT "D"

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

Name of Development Aspen Woods

Responsible Party Name _____ Address _____

Telephone No. _____ Fax No. _____ E-mail _____

Inspector Name _____ Address _____

Telephone No. _____ Fax No. _____ E-mail _____

Basin Location General Address _____ Section No. _____

Normal Pool ☐ Yes ☐ No

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

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 6, 2019
REPORTS & RECOMMENDATIONS	ACCEPTING A SECOND STORMGUARDEN® UNIT FROM MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (MMSD) AT FRANKLIN CITY HALL 9229 W. LOOMIS ROAD	ITEM NUMBER <i>G.1.(b)</i>

BACKGROUND

Milwaukee Metropolitan Sewerage District (MMSD) is encouraging green infrastructure in the member communities. MMSD will fund, at no cost to Franklin, the installation of a proprietary rain-garden product on City property for the purposes of illustrating the product to the public. On May 21, 2019, the Common Council authorized a Resolution to enter an Interlocal Cooperation Agreement with Milwaukee Metropolitan Sewerage District (MMSD) for installation of a StormGUARDen® at Franklin City Hall 9229 W. Loomis Road. In addition, Staff was directed to present the issue for the Environmental Commission.

At the Environmental Commission meeting, it was noted that some communities are not accepting a StormGUARDen® for their community and those unused units are being offered to the accepting communities in a lottery. The Environmental Commission voted to add Franklin to the lottery.

Staff was notified that Franklin was selected for a second StormGUARDen® unit.

Unless directed otherwise by Common Council, Staff will schedule the installation of the second unit at City Hall. There will be one unit on the back side of City Hall on the health wing end and the second unit will be on the back side between the two basement doors. Note that the Library and Police Department do not have downspout systems suitable for these units.

ANALYSIS

None

OPTIONS

- A. No action needed. Or
- B. Refer back to Staff with further direction.

FISCAL NOTE

There is no capital cost to the City. This product will require occasional maintenance and care by Staff but it may be done within existing operating budgets.

The City will not need to add appropriations for this project.

COUNCIL ACTION REQUESTED

(OPTION A) No action needed.

Engineering: GEM

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE August 6, 2019
Reports & Recommendations	ADJUST APPROVED ASSISTANT MECHANIC AND HEAVY EQUIPMENT OPERATOR POSITIONS AT DEPARTMENT OF PUBLIC WORKS	ITEM NO. <i>G.I.(c)</i>

BACKGROUND

The Franklin Department of Public Works (DPW) current full-time employment staffing is as follows:

DPW Position	Approved
Superintendent	1
Assistant Superintendent	1
Mechanic	1
Assistant Mechanic	2
Foreman	1
Heavy Equipment Operator (HEO)	5
Light Equipment Operator (LEO)	8
Arborist- City Forester	1
Administrative Assistant	1
Total Full Time Employees	21

On July 2, 2019, Common Council approved the reduction of one LEO in favor of adding a Foreman. And recently one assistant mechanic retired.

ANALYSIS

To facilitate workload, that now-retired assistant mechanic was functioning as a light equipment operator more than his duties as a mechanic. The DPW has seen an increase of responsibilities and although an assistant mechanic is highly desirable and the flexibility will be missed, Staff's opinion is that a HEO is the most needed.

FISCAL NOTE

Both the Assistant Mechanic and HEO positions are a Grade 5 so regardless of the replacement employee, there is no change to forecasted salaries.


OPTIONS

- A. Allow DPW to fill open Assistant Mechanic position with a Heavy Equipment Operator. Or
- B. Refer back to Staff with further direction.

COUNCIL ACTION REQUESTED

(Option A) motion to increase the heavy equipment operator staffing by one (to six positions) and decrease the assistant mechanic staffing by one (to one position).

Engineering: GEM

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/6/2019
REPORTS & RECOMMENDATIONS	Update on Website Redesign to Latest Version of Northwoods Titan Content Management System (CMS)	ITEM NUMBER <i>G. I. (d)</i>

As you may recall, at the Common Council meeting of December 18, 2018, a motion was approved authorizing the Director of Administration to execute a proposal from Northwoods Software, at a cost of \$22,920 for an upgrade to the Titan CMS software driving the City's website and for an initial migration of website content and for the project to be funded by 2019 General Fund Contingency appropriations.

This Council Action is presented to provide an update for this project. Content has been moved over to the latest version of the Titan CMS platform with the Department of Administration and Director of Information Technology working on finishing the set up of the content/pages. This involves working with the layout of each page, checking to make sure all links are working correctly, and learning/incorporating several new CMS workstation applications that have evolved since the City incorporated its last website redevelopment in 2008.

Besides ensuring the software remains supported on modern hosting platforms and a fresh new look, a few of the changes between the current and new site include drop down menus for the top navigation bar, consolidation/clean up of content, and a filtering application that allows for easy searching/viewing of certain content such as agendas, minutes, maps, etc. The new software is also scalable, which allows for easier viewing of the website on handheld devices (phones and tablets) employing the current industry standards for such structures. A new assessment portal for property information will also be incorporated soon that leans on the City's mapping system and replaces the antiquated system that would require additional ongoing costs and a separate website to maintain in its current form.

The new website is approximately 85-90% complete. It is anticipated that the new website will more than likely go live within 2 weeks and before it is 100% complete with updates/tweaks continuing to be made thereafter. The process and significant investment in time by Lisa Huening has also highlighted that certain sections of the website could benefit from updating or refreshing the content. We will begin to work through that after going live with this new version employing the most recent content management system.

It is important to recognize that this project did not attempt a broader redesign and new theme creation. As discussed in the December Council Action Sheet, that would be a future phase the City could elect to undertake if so desired. The primary focus was simply updating the software (the backbone), which has been done. A full redesign was not undertaken, but "re-skinning" the view – changing the look and feel – can be done (if desired) more easily with the updated software.

COUNCIL ACTION REQUESTED

Informational item only - no action is being requested.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08-06-19
REPORTS & RECOMMENDATIONS	Trick or Treat Schedule for 2019	ITEM NUMBER <i>G.I.(e)</i>
<p>Following are the dates and times established for Halloween Trick-or-Treat observance by the surveyed surrounding communities:</p> <p>Oak Creek – Sunday, October 27, 4-6 p.m. Hales Corners – Sunday, October 27, 4-7 p.m. Greenfield – Sunday, October 27, 4-7 p.m. Muskego – Thursday, October 31, 6-8 p.m.</p> <p>(Last year Franklin established Sunday, October 28, 2018 from 4:00 p.m. to 7:00 p.m. as Trick-or-Treat observance. As an added note, the Green Bay Packers play on October 27, 2019 at 7:20 p.m.).</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Motion to establish Sunday, October 27, 2019 from 4:00 p.m. to 7:00 p.m. for the Halloween Trick-or-Treat observance in the City of Franklin.</p>		

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/06/19
REPORTS & RECOMMENDATIONS	FRANKLIN POLICE DEPARTMENT DONATIONS	ITEM NUMBER <i>G.I. (F)</i>

The Franklin Police Department received the following donations:

CRIME PREVENTION - NATIONAL NIGHT OUT

Ascension-Franklin	\$1000.00
Crossroads Pizza & Subs	\$100.00
Gina Moretti (Tutor Doctor)	\$100.00
McAvoy Chiropractic	\$100.00
North Shore Bank	\$500.00
Northwestern Mutual	\$2000.00
Parallel Employment	\$100.00
Pyramax Bank	\$500.00
US Bank	\$2000.00
Volition Franklin	\$100.00
WaterStone Bank	\$1000.00

POLICE DONATIONS - GENERAL

Franklin Lioness Club	\$150.00
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COUNCIL ACTION REQUESTED

Respectfully request that these donations be approved for deposit into their respective Donation account.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>8-6-19</i>
REPORTS AND RECOMMENDATIONS	Donation from Franklin Lioness Club Foundation in the amount of \$150.00 to the Fire Department	ITEM NUMBER <i>G.I.(g)</i>
<p>The Franklin Fire Department has received a donation from the Franklin Lioness Club in the amount of \$150.00. The Department relies in part on donations to fund fire and safety educational programs, as well as lifesaving medical equipment.</p> <p>COUNCIL ACTION REQUESTED</p> <p>Request approval to accept \$150.00 donation from the Franklin Lioness Club, to be used toward funding fire prevention activities and/or equipment.</p>		

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 6, 2019
Reports and Recommendations	Franklin Health Department Donation	ITEM NUMBER <i>G.I. (h)</i>

The Franklin Health Department received the following donation:

- July 10, 2019 - Franklin Lioness Club - \$150

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests this donation be approved for deposit into the Health Department donations account.

Health Department: CD

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/06/19
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTY GENERALLY LOCATED AT 11327 WEST RYAN ROAD (OUTLOT 2 OF THE APPROVED PRELIMINARY PLAT FOR “RYAN MEADOWS” EXCEPT THE NORTHERLY 30 FEET ALSO KNOWN AS PART OF TAX KEY NO. 892-9993-001 (THE APPROXIMATELY 1.17 ACRE PORTION OF PARCEL 892-9993-001)) FROM BUSINESS PARK USE TO RESIDENTIAL USE, PURSUANT TO WIS. STAT. §66.1001(4)(B)	ITEM NUMBER <i>G.2.</i>

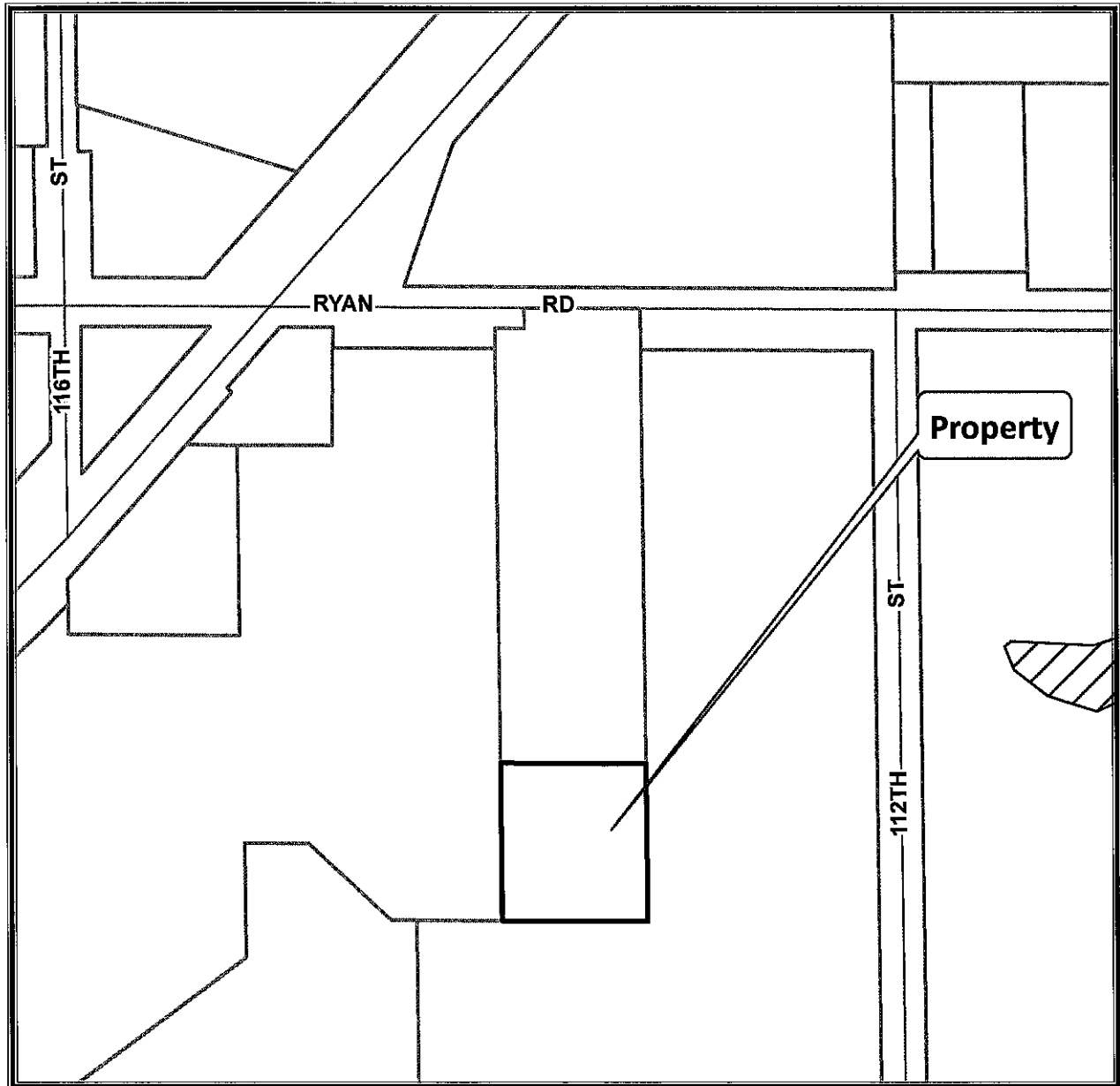
At their July 18, 2019 meeting, the Plan Commission recommended approval of an ordinance providing for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property generally located at 11327 West Oakwood Road (Outlot 2 of the approved Preliminary Plat for “Ryan Meadows” except the northerly 30 feet also known as part of Tax Key No. 892-9993-001 (the approximately 1.17 acre portion of parcel 892-9993-001)) from Business Park Use to Residential Use pursuant to Wis. Stat. §66.1001(4)(b).

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2019-_____, an ordinance providing for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property generally located at 11327 West Oakwood Road (Outlot 2 of the approved Preliminary Plat for “Ryan Meadows” except the northerly 30 feet also known as part of Tax Key No. 892-9993-001 (the approximately 1.17 acre portion of parcel 892-9993-001)) from Business Park Use to Residential Use pursuant to Wis. Stat. §66.1001(4)(b).



TKN: 892 9993 001



Planning Department
(414) 425-4024

0 155 310 620 Feet

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



2017 Aerial Photo

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 7-1-19]

ORDINANCE NO. 2019-____

AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025
COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN
2025 FUTURE LAND USE MAP FOR PROPERTY GENERALLY LOCATED AT 11327
WEST RYAN ROAD (OUTLOT 2 OF THE APPROVED PRELIMINARY PLAT FOR
“RYAN MEADOWS”, EXCEPT THE NORTHERLY 30 FEET ALSO KNOWN AS PART
OF TAX KEY NO. 892-9993-001 (THE APPROXIMATELY 1.17 ACRE PORTION OF
PARCEL 892-9993-001)), FROM BUSINESS PARK USE TO RESIDENTIAL USE
(APPROXIMATELY 1.1665 ACRES)
(MILLS HOTEL WYOMING, LLC, APPLICANT, EUGENE
AND MARLENE MAGARICH, PROPERTY OWNERS)

WHEREAS, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Franklin is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

WHEREAS, Mills Hotel Wyoming, LLC has applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property generally located at 11327 West Ryan Road (Outlot 2 of the approved Preliminary Plat for “Ryan Meadows”, except the northerly 30 feet also known as part of Tax Key No. 892-9993-001 (the approximately 1.17 acre portion of parcel 892-9993-001)), from Business Park Use to Residential Use [*the Comprehensive Master Plan Amendment is contingent upon land transfer or Final Plat recording*]; and

WHEREAS, the Plan Commission of the City of Franklin by a majority vote of the entire Commission on July 18, 2019, recorded in its official minutes, has adopted a resolution recommending to the Common Council the adoption of the Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for property generally located at 11327 West Ryan Road (Outlot 2 of the approved Preliminary Plat for “Ryan Meadows”, except the northerly 30 feet also known as part of Tax Key No. 892-9993-001 (the approximately 1.17 acre portion of parcel 892-9993-001)), from Business Park Use to Residential Use; and

WHEREAS, the City of Franklin held a public hearing upon this proposed Ordinance, in compliance with the requirements of Wis. Stat. § 66.1001(4)(d); the Common Council having received input from the public at a duly noticed public hearing on August 6, 2019; and

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

SECTION 1: The City of Franklin 2025 Comprehensive Master Plan is hereby amended to change the City of Franklin 2025 Future Land Use Map designation for property generally located at 11327 West Ryan Road (Outlot 2 of the approved Preliminary Plat for "Ryan Meadows", except the northerly 30 feet also known as part of Tax Key No. 892-9993-001 (the approximately 1.17 acre portion of parcel 892-9993-001)), from Business Park Use to Residential Use. Such property is more particularly described within Resolution No. 2019 _____ of even-date herewith.

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019, by Alderman _____.

Passed and adopted by a majority vote of the members-elect of the Common Council at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RESOLUTION NO. 2019-____

A RESOLUTION RECOMMENDING THE ADOPTION OF AN
ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025
COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF
FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTY
GENERALLY LOCATED AT 11327 WEST RYAN ROAD (OUTLOT 2
OF THE APPROVED PRELIMINARY PLAT FOR "RYAN MEADOWS",
EXCEPT THE NORTHERLY 30 FEET ALSO KNOWN AS PART OF TAX
KEY NO. 892-9993-001 (THE APPROXIMATELY 1.17 ACRE PORTION
OF PARCEL 892-9993-001)), FROM BUSINESS PARK USE TO
RESIDENTIAL USE, PURSUANT TO WIS. STAT. § 66.1001(4)(b)

WHEREAS, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Franklin is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

WHEREAS, pursuant to Wis. Stat. § 66.1001(4)(b), the Plan Commission may recommend the amendment of the Comprehensive Master Plan to the Common Council by adopting a resolution by a majority vote of the entire Commission, which vote shall be recorded in the official minutes of the Plan Commission; and

WHEREAS, Mills Hotel Wyoming, LLC (Eugene and Marlene Magarich, property owners) having applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property generally located at 11327 West Ryan Road (Outlot 2 of the approved Preliminary Plat for "Ryan Meadows", except the northerly 30 feet also known as part of Tax Key No. 892-9993-001 (the approximately 1.17 acre portion of parcel 892-9993-001)), from Business Park Use to Residential Use [*the Comprehensive Master Plan Amendment is contingent upon land transfer or Final Plat recording*], such property bearing Tax Key No. 892-9993-001, more particularly described as follows:

Being a part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South 89°44'26" East along the north line of said Northeast 1/4, 684.00 feet; thence South 00°34'43" East and then along the east line of Lot 2 of Certified Survey Map No. 9095, 753.00 feet to the Point of Beginning; Thence South 89°44'26" East, 231.00 feet to a west line of Lot 3 of Certified Survey Map No. 9095; thence South 00°34'43" East along said west line, 220.00 feet to a north line of said Lot 3; thence South

89°44'26" East along said north line, 231.00 feet to the east line of Lot 2 of Certified Survey Map No. 9095; thence North 00°34'43" West along said east line, 220.00 feet to the Point of Beginning. Said land containing 50,815 square feet (1.1665 Acres), and

WHEREAS, the Plan Commission having determined that the proposed amendment, in form and content as presented to the Commission on July 18, 2019, in conjunction with an application to rezone the subject property as is more particularly described within the ordinance draft presented to the Commission for such purpose, is consistent with the Comprehensive Master Plan's goals, objectives and policies and in proper form and content for adoption by the Common Council as an amendment to the 2025 Comprehensive Master Plan, subject to such modifications the Common Council may consider reasonable and necessary, following public hearing, in order to protect and promote the health, safety and welfare of the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the application for and the proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for property generally located at 11327 West Ryan Road (Outlot 2 of the approved Preliminary Plat for "Ryan Meadows", except the northerly 30 feet also known as part of Tax Key No. 892-9993-001 (the approximately 1.17 acre portion of parcel 892-9993-001)), from Business Park Use to Residential Use, be and the same is hereby recommended for adoption and incorporation into the 2025 Comprehensive Master Plan by the Common Council.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Chairman

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of July 18, 2019****Comprehensive Master Plan Amendment and Rezoning**

RECOMMENDATION: City Development Staff recommends approval of the proposed Comprehensive Master Plan Amendment and Rezoning subject to the conditions in the draft resolutions.

Project Name:	Bear Development Comprehensive Master Plan Amendment and Rezoning
Project Address:	Generally located southwest of the the intersection of W. Ryan Road and S. 112 th Street (tax key no. 892-9993-001)
Applicant:	Bear Development, LLC
Owners (property):	Eugene and Marlene Magarich
Current Zoning:	R-2 Estate Single Family Residence District and C-1 Conservancy District
2025 Future Land Use:	Business Park
Use of Surrounding Properties:	Single-family residential to the north, agricultural land to the south, east and west
Applicant Action Requested:	Recommendation of approval of the Comprehensive Master Plan amendment and Rezoning.

Introduction:

On April 30, 2019, the applicant filed a Comprehensive Master Plan Amendment Application and Rezoning Application with the Department of City Development for the majority of the existing parcel bearing Tax Key No. 892-9993-001, to allow all but the northernmost 30' of the subject parcel to be added to Outlot 2 of the approved Preliminary Plat of Ryan Meadows to accommodate construction of a stormwater management pond.

Specifically, the applicant is proposing to:

- Amend the Comprehensive Master Plan for approximately 1.16 acres, to change the Future Land Use Map from Business Park use to Residential use.
- Rezone approximately 1.16 acres of land from R-2 Estate Single-Family Residence District and C-1 Conservancy District to R-6 Suburban Single-Family Residence District.

Project Description and Analysis:

It should be noted that the proposed Outlot 2 of the Ryan Meadows Preliminary Plat already encompasses the subject property, which plat was approved with a condition that the applicant acquire the subject property and submit a recorded deed of conveyance together with the signed consent and acknowledgement of the current owner, prior to recording the Preliminary Plat.

The applicant was further informed that they would need to come back for an amendment of the Comprehensive Master Plan and a rezoning to reflect the proposed change to Outlot 2.

Staff Recommendation:

City Development Staff recommends approval of the proposed Comprehensive Master Plan Amendment and Rezoning subject to the conditions in the draft resolutions.



Date of Application: _____

COMPREHENSIVE MASTER PLAN AMENDMENT (CMP) APPLICATION

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

Applicant (Full Legal Name[s]):

Name: S.R. Mills
Company: Bear Development, LLC
Mailing Address: 4011 80th Street
City / State: Kenosha, WI Zip: 53142
Phone: (262) 842-0556
Email Address: dan@beardevelopment.com

Applicant is Represented by: (contact person) (Full Legal Name[s])

Name: _____
Company: _____
Mailing Address: _____
City / State: _____ Zip: _____
Phone: _____
Email Address: _____

Project Property Information:

Property Address: 11327 W. Ryan Road (rear parcel)
Property Owner(s): Eugene & Marlene Magarich
Mailing Address: 11327 W. Ryan Road
City / State: Franklin, WI Zip: 53132
Email Address: _____

Tax Key Nos: Part of 892-9993-001
Existing Zoning: R2 and C1
Existing Use: Vacant
Proposed Use: Outlot/Open Space/Storm Water Management
CMP Land Use Identification: Business Park

**Property specific information may be inapplicable and not required if the requested amendment does not apply to specific property.*

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

Comprehensive Master Plan Amendment submittals for review must include and be accompanied by the following:

- ☒ This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.
- ☒ Application Filing Fee, payable to City of Franklin: ☐ \$125.00
- ☒ Legal Description for the subject property (WORD.doc or compatible format) *if applicable*.
- ☒ Seven (7) complete collated sets of Application materials to include:
 - ☒ Seven (7) copies of a written Project Narrative, including a specific, detailed description of the proposed amendment, its intent, impacts, and consistency with the Comprehensive Master Plan.
 - ☒ Seven (7) folded copies of a Site Development Plan/Map, drawn to a reasonable scale (at least 11"x17" or as determined by the City Planner or City Engineer) identifying the subject property and immediate environs, including parcels, structures, land use, zoning, streets and utilities, and natural resource features, as applicable.
- ☒ Email (or CD ROM) with all plans/submittal materials. Plans must be submitted in Adobe PDF (and AutoCAD compatible format (where applicable)).
- ☐ Additional Information as may be required.

- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
- Requires a Class I Public Hearing notice at least 30 days before the Common Council meeting.
- All Comprehensive Master Plan Amendment requests require Plan Commission review and recommendation and Common Council approval.

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

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

Signature - Property Owner S.R. Mills

Name & Title (PRINT) _____ Date: April 16th 2019

Signature - Property Owner Eugene Magarich

Name & Title (PRINT) _____ Date: _____

Signature - Applicant _____

Name & Title (PRINT) _____ Date: _____

Signature - Applicant's Representative _____

Name & Title (PRINT) _____ Date: _____



April 26, 2019

Mr. Ben Kohout
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Re: Bear/Magarich Comprehensive Plan Amendment

Dear Mr. Kohout:

Please accept this letter and the enclosed submittal materials as an formal application for an amendment request to the City of Franklin Comprehensive Plan.

Project Summary

Mills Wyoming Hotel, LLC is the owner of record of approximately 130 acres of land in the City of Franklin. The land is located on the east side of STH 36 and lies south of Ryan Road. The property is included in the area commonly known as Planning Area G.

Mills Hotel Wyoming, LLC is the contract purchaser of approximately 1.16 acres of Tax Key 892-9993-001. The property is currently owned by Eugene and Marlene Magarich. Mills Hotel Wyoming, LLC intends to purchase the property and incorporate entirely within the proposed Preliminary Plat.

The property is within the overland drainage path for the overall development. The property will be included in Outlot 3 and be used for storm water management purposes.

Current Plan Designation

The subject property is designated as Business Park on the City Comprehensive Plan.

Proposed Comprehensive Plan Amendment- South Side of Loomis Road

The applicant is respectfully requesting a Comprehensive Plan Amendment for portions of the subject property to be changed from the designation "Business Park" to the "Residential" designation.

We feel the mix of land use shown on the Preliminary Plat offers an opportunity to create a development opportunity for Planning Area G that meets the goals of the Comprehensive Plan while providing a diverse land uses that will ensure a successful project.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel Szczap', with a stylized flourish at the end.

Daniel Szczap
Bear Development, LLC



1/1

Proposed CUP
Amendment

Business Park
to
Residential

Franklin
JUN 28 2019
City Development

Existing CMP Designation

Business Park

125 Future Land Use Map

File/View/Tools/Map/Future_Land_Use_Map5.7_2025.pdf

✓ Dan's Projects - Sim... Home - Nielsen Ma... Kanosha County, W... Kanosha WI Real Es... MapQuest Maps ... Midwest Graphic Se... St. Francis, WI - Offi... Village of Bristol, WI Village of Paddock... Village of Pleas

1/1



Franklin

JUN 28 2019

City Development

LEGAL DESCRIPTION OF PROPOSED TAX KEY NO. 892-993-001:

Being a part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South 89°44'26" East along the north line of said Northeast 1/4, 684.00 feet; thence South 00°34'43" East and then along the east line of Lot 2 of Certified Survey Map No. 9095, 753.00 feet to the Point of Beginning;

Thence South 89°44'26" East, 231.00 feet to a west line of Lot 3 of Certified Survey Map No. 9095; thence South 00°34'43" East along said west line, 220.00 feet to a north line of said Lot 3; thence South 89°44'26" East along said north line, 231.00 feet to the east line of Lot 2 of Certified Survey Map No. 9095; thence North 00°34'43" West along said east line, 220.00 feet to the Point of Beginning. Said land containing 50,815 square feet (1.1665 Acres).

**LEGAL DESCRIPTION OF
TAX KEY NO. 892-9994-001:**

Being a part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South 89°44'26" East along the north line of said Northeast 1/4, 684.00 feet to the Point of Beginning;

Thence continue South 89°44'26" East along said north line, 231.00 feet; thence South 00°34'43" East along a west line of Lot 3 of Certified Survey Map No. 9095, 723.00 feet; thence North 89°44'26" West, 231.00 feet to the east line of Lot 2 of Certified Survey Map No. 9095; thence North 00°34'43" West along said east line, 723.00 feet to the Point of Beginning.
Said land containing 166,999 square feet (3.8338 Acres).

**LEGAL DESCRIPTION OF
TAX KEY NO. 892-9993-001:**

Being a part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South 89°44'26" East along the north line of said Northeast 1/4, 684.00 feet; thence South 00°34'43" East and then along the east line of Lot 2 of Certified Survey Map No. 9095, 723.00 feet to the Point of Beginning;

Thence South 89°44'26" East, 231.00 feet to a west line of Lot 3 of Certified Survey Map No. 9095; thence South 00°34'43" East along said west line 250.00 feet to a north line of said Lot 3; thence South 89°44'26" East along said north line, 231.00 feet to the east line of Lot 2 of Certified Survey Map No. 9095; thence North 00°34'43" West along said east line, 250.00 feet to the Point of Beginning.
Said land containing 57,745 square feet (1.3256 Acres).

LEGAL DESCRIPTION OF LAND TO BE TRANSFERRED:

Being a part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South 89°44'26" East along the north line of said Northeast 1/4, 684.00 feet; thence South 00°34'43" East and then along the east line of Lot 2 of Certified Survey Map No. 9095, 723.00 feet to the Point of Beginning;

Thence South 89°44'26" East, 231.00 feet to a west line of Lot 3 of Certified Survey Map No. 9095; thence South 00°34'43" East along the west line 30.00 feet; thence South 89°44'26" East, 231.00 feet to the east line of Lot 2 of Certified Survey Map No. 9095; thence North 00°34'43" West along said east line, 30.00 feet to the Point of Beginning.
Said land containing 6,929 square feet (0.1591 Acres).

**LEGAL DESCRIPTION OF PROPOSED
TAX KEY NO. 892-9994-001:**

Being a part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South 89°44'26" East along the north line of said Northeast 1/4, 684.00 feet to the Point of Beginning;

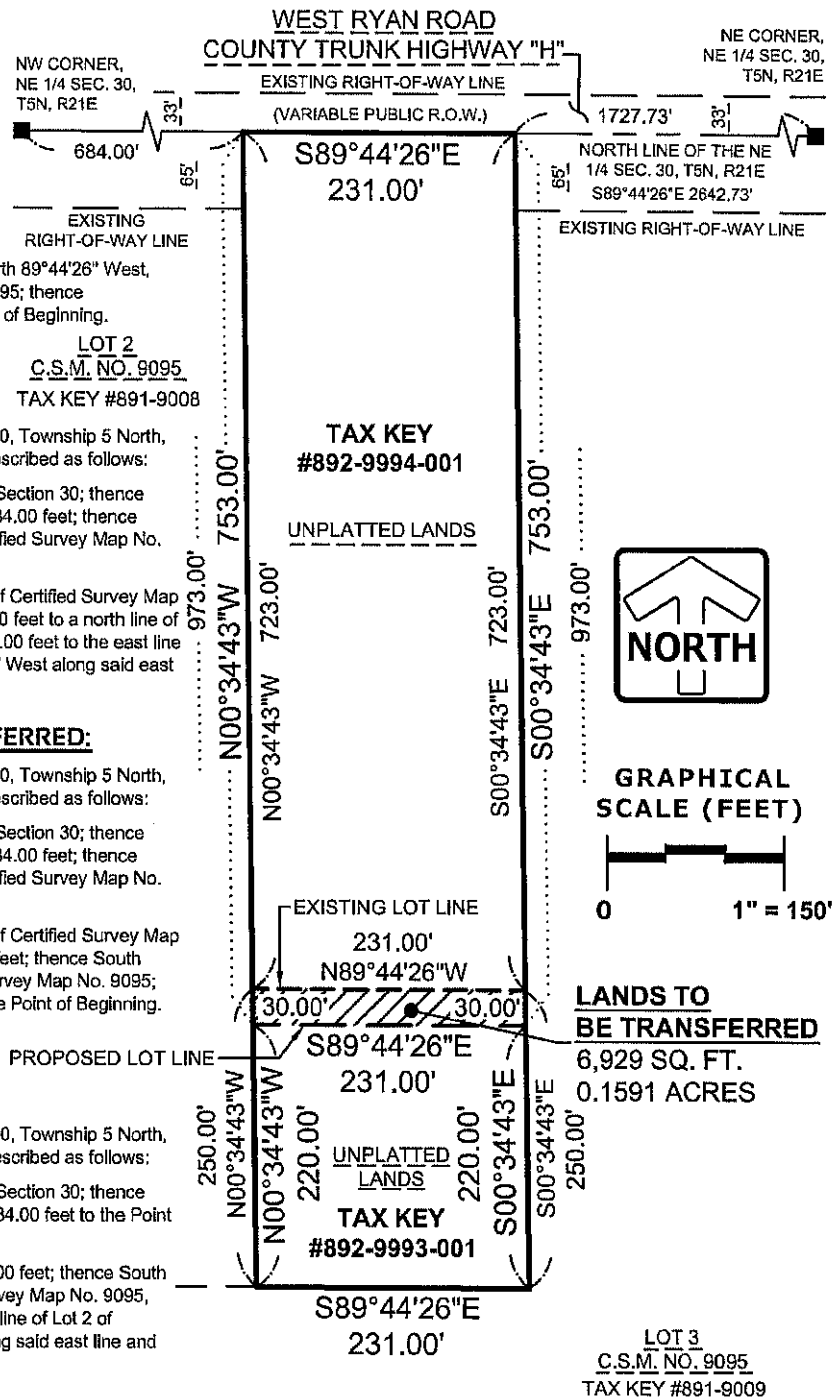
Thence continue South 89°44'26" East along said north line, 231.00 feet; thence South 00°34'43" East and then along a west line of Lot 3 of Certified Survey Map No. 9095, 753.00 feet; thence North 89°44'26" West, 231.00 feet to the east line of Lot 2 of Certified Survey Map No. 9095; thence North 00°34'43" West along said east line and then continuing, 753.00 feet to the Point of Beginning.
Said land containing 173,929 square feet (3.9929 Acres).

LEGAL DESCRIPTION OF PROPOSED TAX KEY NO. 892-993-001:

Being a part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South 89°44'26" East along the north line of said Northeast 1/4, 684.00 feet; thence South 00°34'43" East and then along the east line of Lot 2 of Certified Survey Map No. 9095, 753.00 feet to the Point of Beginning;

Thence South 89°44'26" East, 231.00 feet to a west line of Lot 3 of Certified Survey Map No. 9095; thence South 00°34'43" East along said west line, 220.00 feet to a north line of said Lot 3; thence South 89°44'26" East along said north line, 231.00 feet to the east line of Lot 2 of Certified Survey Map No. 9095; thence North 00°34'43" West along said east line, 220.00 feet to the Point of Beginning. Said land containing 50,815 square feet (1.1665 Acres).



LOT LINE ADJUSTMENT

PINNACLE ENGINEERING GROUP

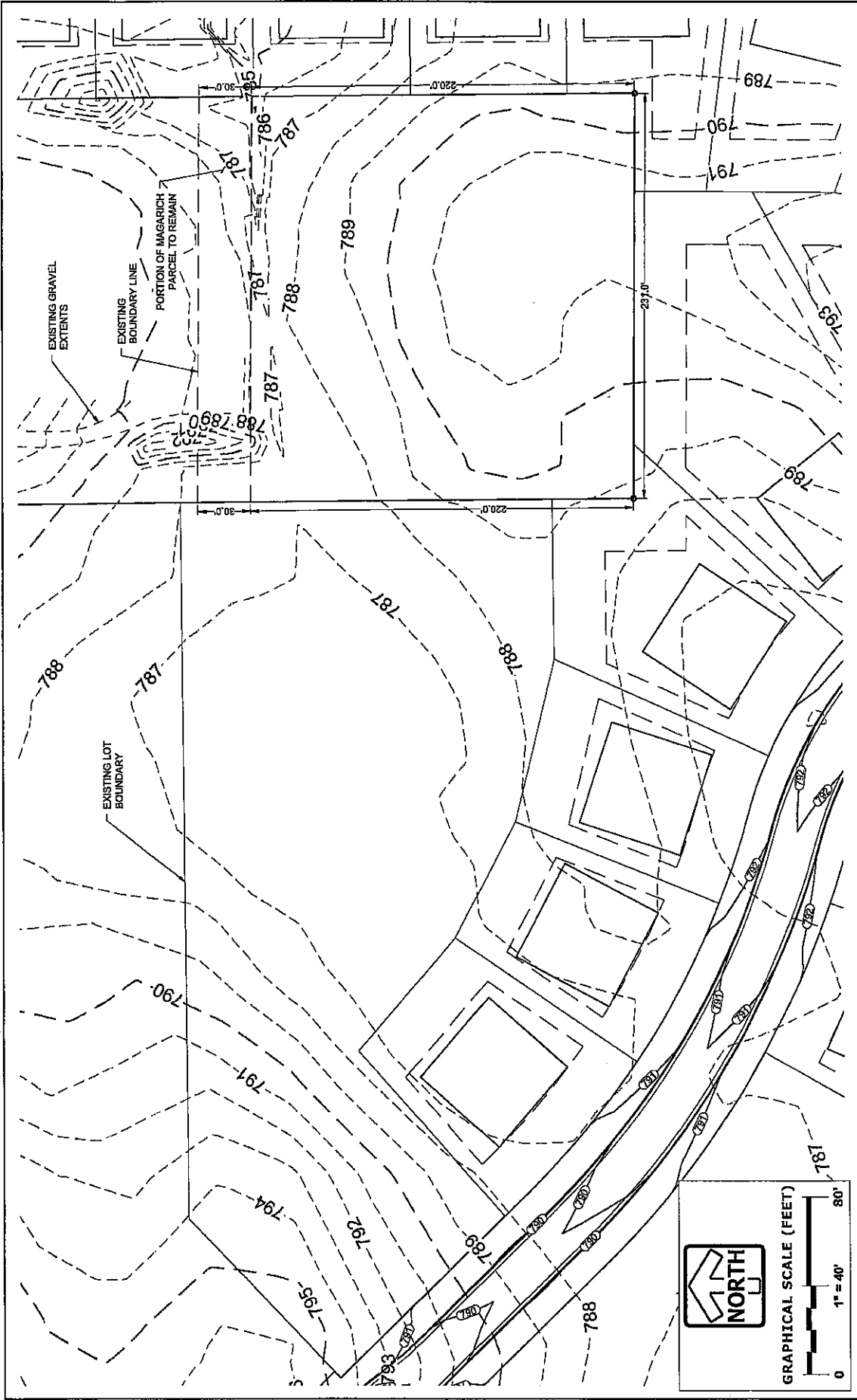
15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER

PEG JOB#809.10

04/10/19



BEAR FRANKLIN - MAGARICH PARCEL EXHIBIT

03/19/19

PLAN | DESIGN | DELIVER PEG JOB# 809.20

5850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005 | WWW.PINNACLE-ENG.COM

PINNACLE ENGINEERING GROUP

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/06/19
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE OUTLOT 2 OF THE APPROVED PRELIMINARY PLAT FOR “RYAN MEADOWS”, EXCEPT THE NORTHERLY 30 FEET ALSO KNOWN AS PART OF TAX KEY NO. 892-9993-001 (THE APPROXIMATELY 1.17 ACRE PORTION OF PARCEL 892-9993-001) FROM R-2 ESTATE/SINGLE-FAMILY RESIDENCE DISTRICT AND C-1 CONSERVANCY DISTRICT TO R-6 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT (GENERALLY LOCATED AT 11327 WEST RYAN ROAD)(APPROXIMATELY 1.1665 ACRES)(MILLS HOTEL WYOMING, LLC APPLICANT, EUGENE AND MARLENE MAGARICH, PROPERTY OWNERS)	ITEM NUMBER <i>G. 3.</i>

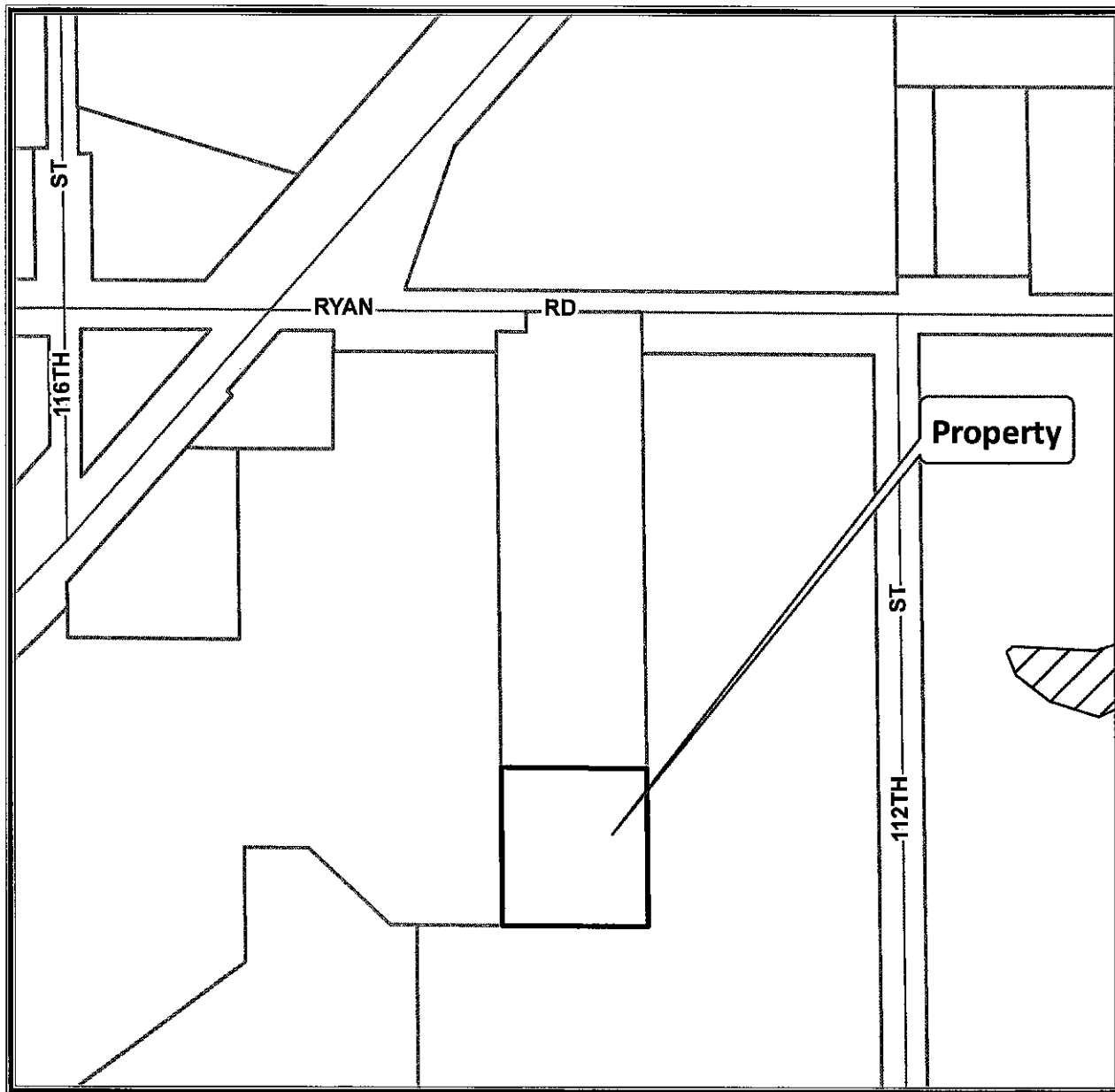
At their July 18, 2019 meeting, following a properly noticed public hearing, the Plan Commission recommended approval of an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone Outlot 2 of the approved Preliminary Plat for “Ryan Meadows”, except the northerly 30 feet also known as part of Tax Key No. 892-9993-001 (the approximately 1.17 acre portion of parcel 892-9993-001) from R-2 Estate/Single-Family Residence District and C-1 Conservancy District to R-6 Suburban Single-Family Residence District (generally located at 11327 West Ryan Road, (approximately 1.1665 acres)(Mills Hotel Wyoming, LLC applicant, Eugene and Marlene Magarich, property owners).

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2019-_____, an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone Outlot 2 of the approved Preliminary Plat for “Ryan Meadows”, except the northerly 30 feet also known as part of Tax Key No. 892-9993-001 (the approximately 1.17 acre portion of parcel 892-9993-001) from R-2 Estate/Single-Family Residence District and C-1 Conservancy District to R-6 Suburban Single-Family Residence District (generally located at 11327 West Ryan Road, (approximately 1.1665 acres)(Mills Hotel Wyoming, LLC applicant, Eugene and Marlene Magarich, property owners).



TKN: 892 9993 001



Planning Department
(414) 425-4024

0 155 310 620 Feet

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



2017 Aerial Photo

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 7-1-19]

ORDINANCE NO. 2019-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE OUTLOT 2 OF THE APPROVED PRELIMINARY PLAT FOR "RYAN MEADOWS", EXCEPT THE NORTHERLY 30 FEET ALSO KNOWN AS PART OF TAX KEY NO. 892-9993-001 (THE APPROXIMATELY 1.17 ACRE PORTION OF PARCEL 892-9993-001) FROM R-2 ESTATE/SINGLE-FAMILY RESIDENCE DISTRICT AND C-1 CONSERVANCY DISTRICT TO R-6 SUBURBAN SINGLE-FAMILY RESIDENCE DISTRICT
(GENERALLY LOCATED AT 11327 WEST RYAN ROAD)
(APPROXIMATELY 1.1665 ACRES)
(MILLS HOTEL WYOMING, LLC, APPLICANT, EUGENE AND MARLENE MAGARICH, PROPERTY OWNERS)

WHEREAS, Mills Hotel Wyoming, LLC having petitioned for the rezoning of Outlot 2 of the approved Preliminary Plat for "Ryan Meadows", except the northerly 30 feet also known as part of Tax Key No. 892-9993-001 (the approximately 1.17 acre portion of parcel 892-9993-001) from R-2 Estate/Single-Family Residence District and C-1 Conservancy District to R-6 Suburban Single-Family Residence District, such land being generally located at 11327 West Ryan Road [*the Rezoning is contingent upon land transfer or Final Plat recording*]; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 18th day of July, 2019, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed rezoning is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and would promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the property described below be changed from R-2 Estate/Single-Family Residence District and C-1 Conservancy District to R-6 Suburban Single-Family Residence

District:

Being a part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South 89°44'26" East along the north line of said Northeast 1/4, 684.00 feet; thence South 00°34'43" East and then along the east line of Lot 2 of Certified Survey Map No. 9095, 753.00 feet to the Point of Beginning; Thence South 89°44'26" East, 231.00 feet to a west line of Lot 3 of Certified Survey Map No. 9095; thence South 00°34'43" East along said west line, 220.00 feet to a north line of said Lot 3; thence South 89°44'26" East along said north line, 231.00 feet to the east line of Lot 2 of Certified Survey Map No. 9095; thence North 00°34'43" West along said east line, 220.00 feet to the Point of Beginning. Said land containing 50,815 square feet (1.1665 Acres). Tax Key No. 892-9993-001.

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ORDINANCE NO. 2019-_____

Page 3

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of July 18, 2019****Comprehensive Master Plan Amendment and Rezoning**

RECOMMENDATION: City Development Staff recommends approval of the proposed Comprehensive Master Plan Amendment and Rezoning subject to the conditions in the draft resolutions.

Project Name:	Bear Development Comprehensive Master Plan Amendment and Rezoning
Project Address:	Generally located southwest of the the intersection of W. Ryan Road and S. 112 th Street (tax key no. 892-9993-001)
Applicant:	Bear Development, LLC
Owners (property):	Eugene and Marlene Magarich
Current Zoning:	R-2 Estate Single Family Residence District and C-1 Conservancy District
2025 Future Land Use:	Business Park
Use of Surrounding Properties:	Single-family residential to the north, agricultural land to the south, east and west
Applicant Action Requested:	Recommendation of approval of the Comprehensive Master Plan amendment and Rezoning.

Introduction:

On April 30, 2019, the applicant filed a Comprehensive Master Plan Amendment Application and Rezoning Application with the Department of City Development for the majority of the existing parcel bearing Tax Key No. 892-9993-001, to allow all but the northernmost 30' of the subject parcel to be added to Outlot 2 of the approved Preliminary Plat of Ryan Meadows to accommodate construction of a stormwater management pond.

Specifically, the applicant is proposing to:

- Amend the Comprehensive Master Plan for approximately 1.16 acres, to change the Future Land Use Map from Business Park use to Residential use.
- Rezone approximately 1.16 acres of land from R-2 Estate Single-Family Residence District and C-1 Conservancy District to R-6 Suburban Single-Family Residence District.

Project Description and Analysis:

It should be noted that the proposed Outlot 2 of the Ryan Meadows Preliminary Plat already encompasses the subject property, which plat was approved with a condition that the applicant acquire the subject property and submit a recorded deed of conveyance together with the signed consent and acknowledgement of the current owner, prior to recording the Preliminary Plat.

The applicant was further informed that they would need to come back for an amendment of the Comprehensive Master Plan and a rezoning to reflect the proposed change to Outlot 2.

Staff Recommendation:

City Development Staff recommends approval of the proposed Comprehensive Master Plan Amendment and Rezoning subject to the conditions in the draft resolutions.



Date of Application: 4/12/2019

REZONING APPLICATION

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

Applicant (Full Legal Name[s]):

Name: S.R. Mills
Company: Bear Development, LLC
Mailing Address: 4011 80th Street
City / State: Kenosha, WI Zip: 53142
Phone: (262) 842-0556
Email Address: dan@beardevelopment.com

Applicant is Represented by: (contact person)(Full Legal Name[s])

Name: _____
Company: _____
Mailing Address: _____
City / State: _____ Zip: _____
Phone: _____
Email Address: _____

Project Property Information:

Property Address: 11327 W. Ryan Road (rear parcel)
Property Owner(s): Eugene & Marlene Magarich

Tax Key Nos: Part of 892-9993-001

Mailing Address: 11327 W. Ryan Road (rear parcel)
City / State: Franklin, WI Zip: 53132
Email Address: d

Existing Zoning: R2 and C1

Existing Use: Vacant

Proposed Use: Outlot/Open Space/Storm Water Management

CMP Land Use Identification: Business Park

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

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

- ☒ This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.
- ☒ Application Filing Fee, payable to City of Franklin: ☐ \$1,250 ☐ \$350 (One Parcel Residential)
- ☒ Legal Description for the subject property (WORD.doc or compatible format).
- ☐ Seven (7) complete collated sets of Application materials to include:
 - ☒ One (1) original and six (6) copies of a written Project Summary, including a general description of the proposed development of the property, proposal's intent, impacts, and consistency with the Comprehensive Master Plan.
 - ☐ Seven (7) folded copies of a Plot Plan, or Site Plan, drawn to a reasonable scale (at least 11"x17" or as determined by the City Planner or City Engineer) and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned.
- ☒ Email (or CD ROM) with all plans/submittal materials.
- ☐ Additional Information as may be required.

- Additional notice to and approval required for amendments or rezoning in the FW, FC, FFO, and SW Districts.
- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
- Requires a Class II Public Hearing notice at Plan Commission.
- Rezoning requests require Plan Commission review and recommendation and Common Council approval.

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

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

Signature - Property Owner
S.R. Mills, President
Name & Title (PRINT)

Date: April 16, 2019

Signature - Property Owner
Eugene & Marlene Magarich
Name & Title (PRINT)

Date: _____

Signature - Applicant

Name & Title (PRINT)

Date: _____

Signature - Applicant's Representative

Name & Title (PRINT)

Date: _____



April 26, 2019

Mr. Ben Kohout
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Re: Bear/Magarich Rezoning

Dear Mr. Kohout:

Please accept this letter and the enclosed submittal materials as formal application for zoning reclassification for portions of the Bear Development project at Loomis and Ryan Roads in the City of Franklin. Bear Development is acting on behalf of the owner of record, Mills Wyoming Hotel, LLC.

Project Summary

Mills Wyoming Hotel, LLC is the owner of record of approximately 130 acres of land in the City of Franklin. The land is located on the east side of STH 36 and lies south of Ryan Road. The property is included in the area commonly known as Planning Area G. Mills Hotel Wyoming is respectfully requesting zoning amendment to facilitate a mixed-use development.

Our firm is under contract with Eugene and Marlene Magarich for approximately 1.16 acres of land. The property abuts our larger project area and will be incorporated into the plat. The subject property will be included as part of an open space outlot and will be used for storm water management.

This request is intended to create zoning consistency between the boundaries and uses shown on the Preliminary Plat.

Current Zoning-

The subject property is currently zoned R2 Residential and C-1 Conservancy District.

Proposed Zoning

Mills Hotel Wyoming, LLC is respectfully requesting zoning reclassification to the R-6 Residential District to conform with the surrounding zoning. The area of proposed zoning follows the proposed property lines of the submitted Preliminary Plat.

Proposed Land Use

Open Space Outlot for Storm Water Management

We feel the mix of land use shown on the Preliminary Palt offers an opportunity to create a development opportunity for Planning Area G that meets the goals of the Comprehensive Plan while providing a diverse land uses that will ensure a successful project.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel Szczap', with a stylized flourish at the end.

Daniel Szczap
Bear Development, LLC

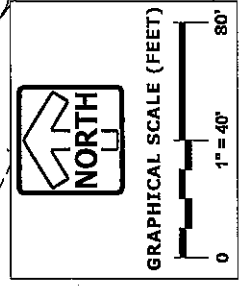
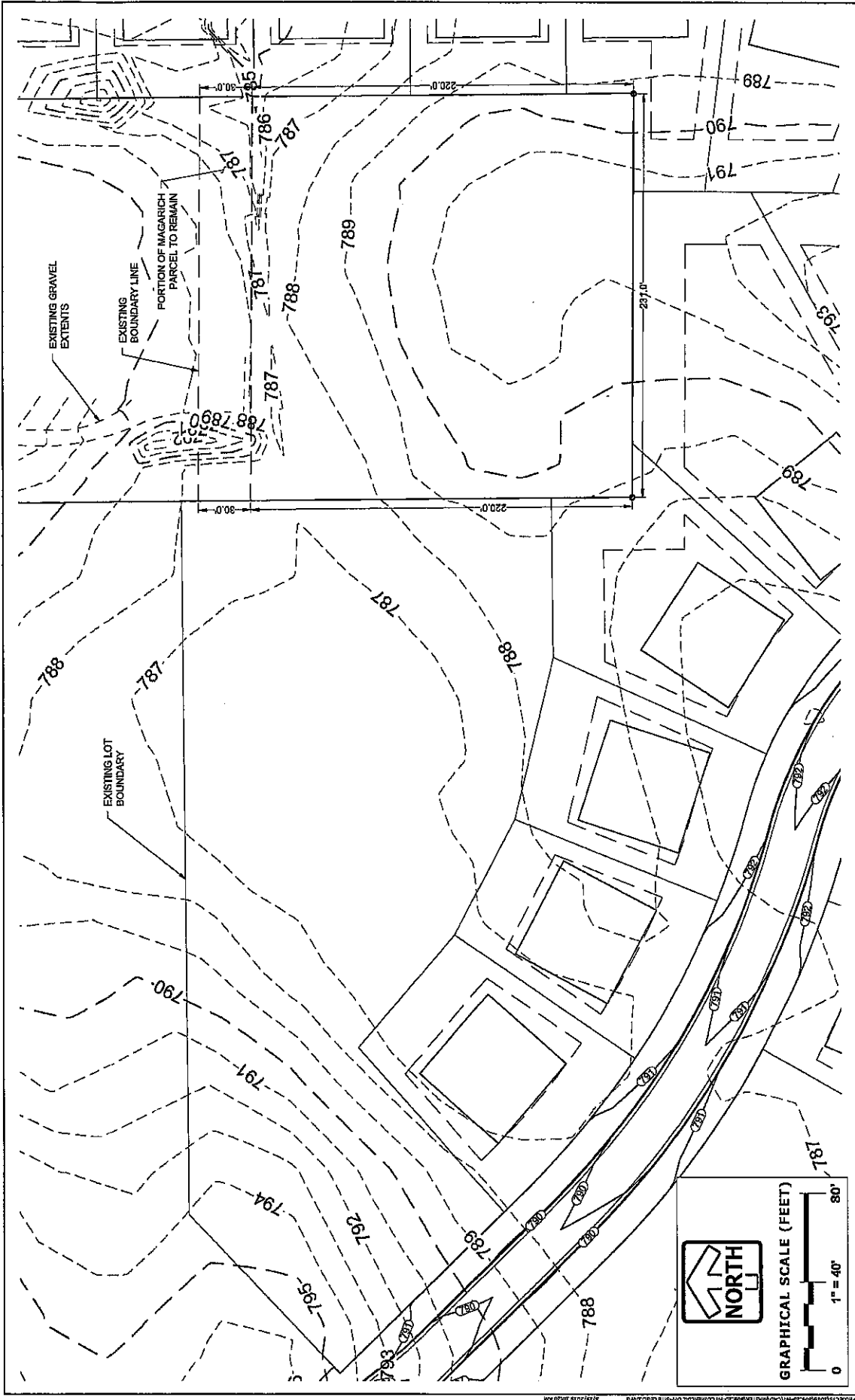
LEGAL DESCRIPTION OF PROPOSED TAX KEY NO. 892-993-001:

Being a part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South 89°44'26" East along the north line of said Northeast 1/4, 684.00 feet; thence South 00°34'43" East and then along the east line of Lot 2 of Certified Survey Map No. 9095, 753.00 feet to the Point of Beginning;

Thence South 89°44'26" East, 231.00 feet to a west line of Lot 3 of Certified Survey Map No. 9095; thence South 00°34'43" East along said west line, 220.00 feet to a north line of said Lot 3; thence South 89°44'26" East along said north line, 231.00 feet to the east line of Lot 2 of Certified Survey Map No. 9095; thence North 00°34'43" West along said east line, 220.00 feet to the Point of Beginning. Said land containing 50,815 square feet (1.1665 Acres).

04/10/19
PLAN | DESIGN | DELIVER
PEG JOB#80810



BEAR FRANKLIN - MAGARICH PARCEL EXHIBIT

03/19/19


5850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005 | WWW.PINNACLE-ENG.COM |

PLAN | DESIGN | DELIVER

PEG JOB#

809.20

PINNACLE ENGINEERING GROUP

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/6/2019
REPORTS & RECOMMENDATIONS	Update on the City Hall Roof, HVAC, and Fascia Wood Replacement Project and Selection of Cladding Color	ITEM NUMBER G.4.

The initial work on the City Hall project has been underway and involves non-construction activities such as completion of shop drawings and final plans reflecting the awarded project components, materials ordering, and developing a construction schedule reflecting the overall logistics. This past week an initial plan was presented and reviewed which will be preliminarily finalized next week. ("Preliminarily finalized" is used because all such plans are subject to change as the project develops.)

Since this project affects the City Hall operations and facilities, the purpose of this Council Action Sheet is to provide a broad overview of the nature and general timeline of the expected impacts on operations, recognizing again that everything relayed herein is preliminary and subject to change. The second purpose is to receive a final selection of the color for the cladding, so that the materials can be ordered without delaying the project.

Overview of Project Timeline and Expected Impacts: The roofing portion of the project is expected to start as early as Monday, August 12, addressing the newer portion of City Hall generally comprising the Community Room and Inspection Services. The roofing portion of each project also includes the cladding demolition and installation. This will take approximately 6 weeks. The second roofing phase will roughly cover the area spanning the Health Department through the Finance Department and will start around October 8th lasting three weeks. The remaining center section would start at the end of October and last around two weeks. Roofing is a noisy project that can be disruptive to staff working below. It will also likely knock loose dust and debris from the ceiling and ceiling tiles. Although uncommon and not expected, the vibration has the potential to even shake a tile or light fixture from its track. Except for cleaning it, there is little that can be done relative to the dust and potential risks if City Hall is to remain open during the construction period. I have discussed this issue with and am working with the provider of the meal program who is determining what action they will take in their meal service.

Although the roofing project can create some nuisance and inconvenience, it is the interior project that has the greatest impact on operations. The primary work for the HVAC units being removed and the new units being installed occurs immediately over the main lobby and a portion of the Common Council Chambers. As such, this is the area the contractor must address first for the HVAC portion of the project. That project is expected to start Thursday, August 15th. It will impact the area of the lobby, Council Chambers, Hearing Room, Alderman's Room, and Administration and take about 4 weeks. During that period there will be no air circulation or cooling provided to the impacted area. As such, it will likely be necessary to relocate any meetings, including Council meetings, scheduled for these spaces between August 15 and around September 11. Of that period there are only a couple of days where each of the Administration area, Aldermen's Room, and Hearing Room would be unavailable. A temporary barrier will be set up allowing access to these rooms from the direction of the elevators (except for the couple of days they are working directly in those rooms). Again there will only be limited, natural air flow to these areas, so they will not be useful for meetings. It is expected that the Aldermen's Room can still be used for their mail boxes, but if this becomes problematic, temporary boxes can be set up elsewhere. The intent is to ensure the new Sound System is installed during this period as well.

Because of the impact to this central area, the contractor will be tackling the construction of the new main entrance at the same time. As such the main entrance will be closed during that 4-week period. A temporary

wall will be established that allows access to the lobby bathrooms and to the stairway during this period. A benefit of addressing the main entrance early in the project is that it can be completed early enough in the season for landscaping to be installed. While the main entrance is closed, public traffic will be routed to the Health Wing entrance and rear entrance. Employees and City vehicles will all be instructed to use the back half of the rear parking lot.

After the central area is completed and functioning, the remaining portions of City Hall will be tackled in sections each generally taking two weeks. Departments affected will generally be relocated to temporary offices in the Hearing Room for the two-week period. Employees will be given one or two library-type carts to load personal belongings and work materials they are likely to need during that period. Department Heads will be able to coordinate with the Facilities Supervisor, Bob Tesch, if access is needed to their office space during the period they have vacated it. The project or IT budget will initially cover the cost of some additional computer monitors, cables, and IP phones, but ultimately since each of these will become spares that cycle into long-term operational use, the Director of Administration may recommend these limited purchases be transferred to the Capital Outlay Fund contingency appropriation.

Following is the preliminary schedule (again, subject to change) for the main floor offices:

Health Department, copy room, supply room, old safe, and phone switch room, 9/12 to 9/23

Health Conference Room through Finance Department, 9/25 to 10/4

Treasurer, Assessor, lobby restrooms, 10/8 to 10/18

Clerk, HR, Mayor, 10/21 to 10/31

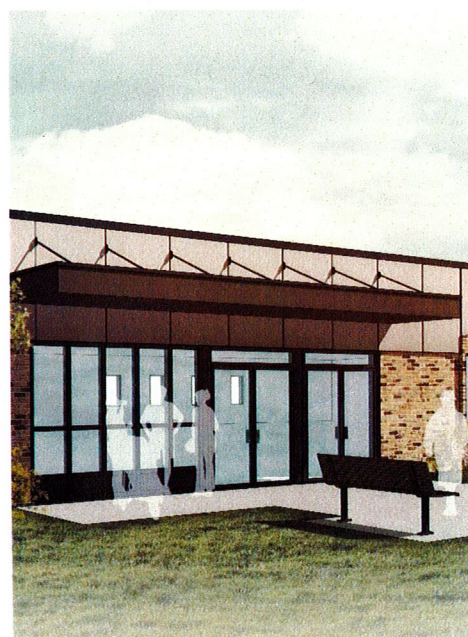
The Clerk's Office is scheduled last so that when it is relocated to the Hearing Room they will remain there longer and the tile remediation and carpeting project will be completed. The lower level logistics is still being worked on, but Planning is likely to occur simultaneously with the Clerk's Office with Engineering following that. Due to the Clerk's Office carpeting project, it is likely that the Health Conference Room will also be used for temporary offices for a two- to four-week period from late October to mid-November.

Selection of Cladding Color: The Architect has provided samples of the color options available under the contract based on the standard colors for the manufacturer materials specified. (The color renderings should be available prior to completion of the Common Council meeting packets; if not, they will be placed separately in the Aldermen's mailboxes and at the City Clerk's office for public inspection.) The Architect will also provide two or three color renderings reflecting their recommendations. The smooth profile previously presented in the color design renderings is anticipated. In order to not delay the project, the Common Council, at this meeting, needs to select a color or authorize the Director of Administration to do so.

COUNCIL ACTION REQUESTED

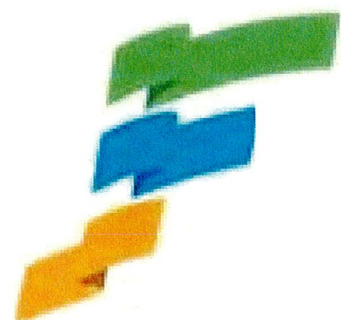
Motion to select the Hardie Board siding color _____ for the Franklin City Hall exterior.

M.4.



Franklin City Hall

Roof, HVAC and Fascia Wood Replacement



Exterior Color Study

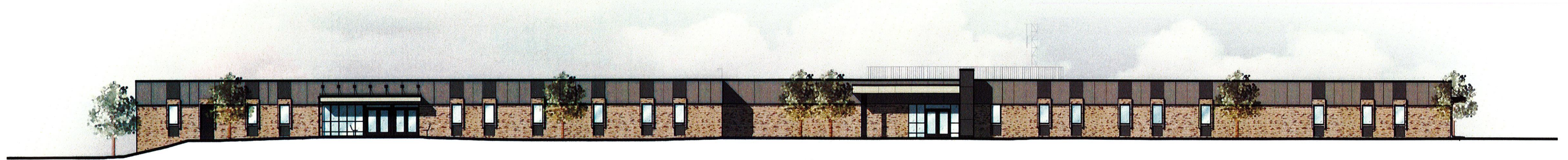


Quorum Architects. Inc.

8/6/2019
© copyright 2019



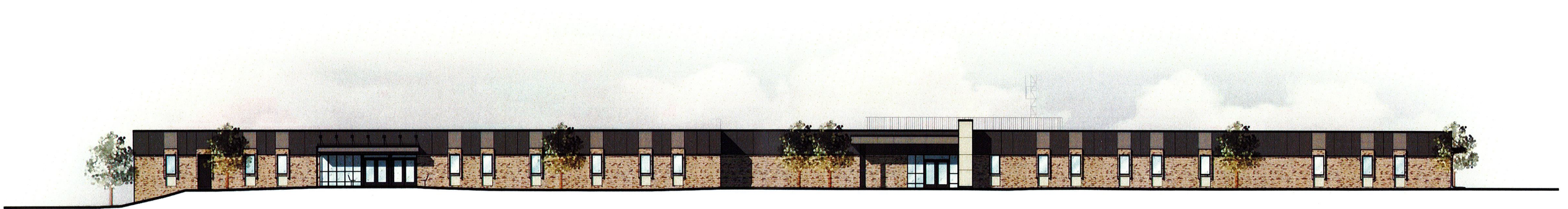
Elevation Color Option 1a



Hardie Panel Colors:
Aged Pewter, Navajo Beige, Iron Gray



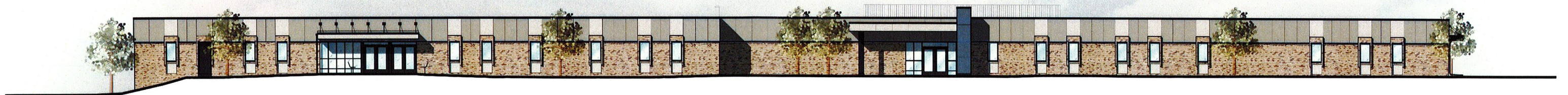
Elevation Color Option 1b



Hardie Panel Colors:
Aged Pewter, Navajo Beige, Iron Gray



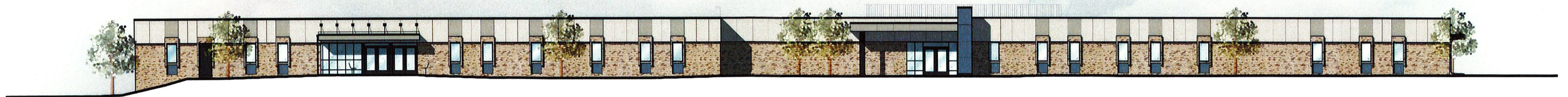
Elevation Color Option 2a



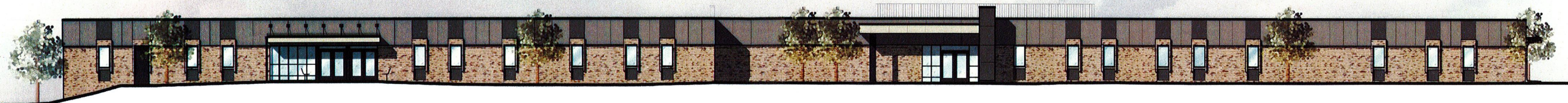
Hardie Panel Colors:
Monterey Taupe, Cobble Stone, Evening Blue



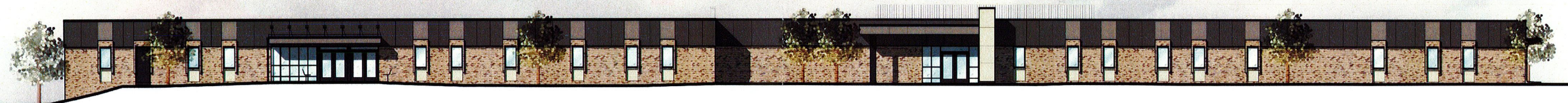
Elevation Color Option 2b



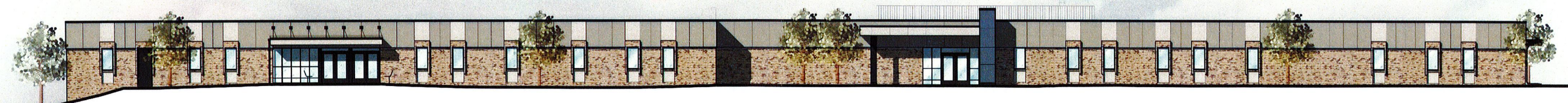
Hardie Panel Colors:
Monterey Taupe, Cobble Stone, Evening Blue



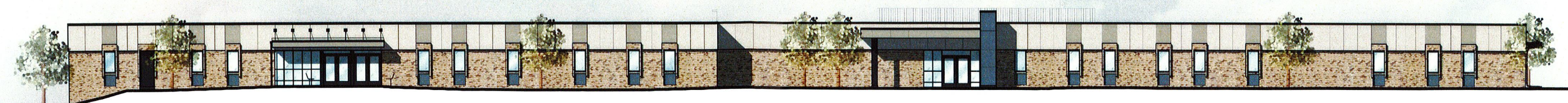
Scheme 1a



Scheme 1b



Scheme 2a



Scheme 2b

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 6, 2019
REPORTS & RECOMMENDATIONS	Project Updates for Ballpark Commons	ITEM NUMBER <i>6.5.</i>

A representative from Ballpark Commons will present an update on the development.

COUNCIL ACTION REQUESTED

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

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/06/19
REPORTS & RECOMMENDATIONS	RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A BERM EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN FOR FOUR, 3-STORY, APPROXIMATELY 53 UNIT APARTMENT BUILDINGS DEVELOPMENT AT BALLPARK COMMONS (7125, 7165, 7195, AND 7250 SOUTH BALLPARK DRIVE, FORMERLY APPROXIMATELY 7900 WEST CRYSTAL RIDGE DRIVE) (BALLPARK COMMONS APARTMENTS LLC, AN AFFILIATE OF MANDEL GROUP, INC., AND IN PARTNERSHIP WITH ZIM-MAR PROPERTIES, LLC, APPLICANT, ZIM- MAR PROPERTIES, LLC, PROPERTY OWNER)	ITEM NUMBER <i>G.6.</i>

Attached is a copy of the above Berm Easement for the Velo Village Apartments Development (formerly Ballpark Commons Apartment Development) property. The Easement was required by the Site Plan approval for the subject property in Plan Commission Resolution No. 2018-002, conditionally approving a Site Plan for Four, 3-Story, Approximately 53 Unit Apartment Buildings Development within the Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) development, in condition number 11, adopted on April 19, 2018. The Easement is also required by Section 15-3.0442D.A.6. of Planned Development District No. 37.

Staff would note that the Easement allows buildings and structures within the easement as such are shown on the approved Site Plan for the Apartment Development project.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2019-____, authorizing Certain Officials to Accept a Berm Easement for and as Part of the Review and Approval of a Site Plan for Four, 3-Story, Approximately 53 Unit Apartment Buildings Development at Ballpark Commons (7125, 7165, 7195, and 7250 South Ballpark Drive, Formerly Approximately 7900 West Crystal Ridge Drive) (Ballpark Commons Apartments LLC, an affiliate of Mandel Group, Inc., and in partnership with Zim-Mar Properties LLC, applicant, Zim-Mar Properties, LLC, property owner) subject to minor technical corrections by staff.

RESOLUTION NO. 2019-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
ACCEPT A BERM EASEMENT FOR AND AS PART
OF THE REVIEW AND APPROVAL OF A SITE PLAN FOR FOUR, 3-STORY,
APPROXIMATELY 53 UNIT APARTMENT BUILDINGS DEVELOPMENT AT
BALLPARK COMMONS (7125, 7165, 7195, AND 7250 SOUTH BALLPARK DRIVE,
FORMERLY APPROXIMATELY 7900 WEST CRYSTAL RIDGE DRIVE) (BALLPARK
COMMONS APARTMENTS LLC, AN AFFILIATE OF MANDEL GROUP, INC., AND
IN PARTNERSHIP WITH ZIM-MAR PROPERTIES, LLC, APPLICANT, ZIM-MAR
PROPERTIES, LLC, PROPERTY OWNER)

WHEREAS, the Plan Commission having approved a Site Plan upon the application of Ballpark Commons, LLC, on April 19, 2018, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Berm Easement to provide a screen and buffer between the subject property and the single-family residential development to the west; and

WHEREAS, §15-3.0442D.A.6. of the Unified Development Ordinance (Planned Development District No. 37) requires an enhanced buffer consisting of a highly attractive and effective berm and landscaping along the entire western boundary of the Ballpark Commons development, the entirety of which shall be constructed prior to or along with the first phase of any development within the subject area, and which shall be maintained in perpetuity and which shall be the subject of an easement to be approved by the Common Council and recorded with the Milwaukee County Register of Deeds Office; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Berm Easement submitted by Ballpark Commons Apartments LLC, an affiliate of Mandel Group, Inc., and in partnership with Zim-Mar Properties LLC, in the form and content as annexed hereto, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO ACCEPT A BERM EASEMENT
BALLPARK COMMONS APARTMENTS LLC, AN AFFILIATE OF MANDEL GROUP,
INC., AND IN PARTNERSHIP WITH ZIM-MAR PROPERTIES, LLC
RESOLUTION NO. 2019-_____

Page 2

Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2019.

APPROVED:

STEPHEN R. OLSON, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

BERM EASEMENT

(BALLPARK COMMONS APARTMENTS – FRANKLIN, WISCONSIN)

This Berm Easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as “Grantee,” and ZIM-MAR PROPERTIES, LLC, a Wisconsin limited liability company hereinafter referred to as “Grantor,” and shall become effective upon the recording of this Grant of Berm Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property described on Exhibit A attached hereto and made a part hereof (the “Property”); and

WHEREAS, as a condition to Grantee’s approval of proposed Site Plan for the Ballpark Commons Apartments within the Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) development use in accordance with Section 15-3.0442D.A.6 thereof, and as set forth in the Wetland and Buffer Restoration Plan and the Berm Planting Plan as such are referenced in the Standards, Findings, and Decision of the City of Franklin Common Council dated January 9, 2018, as each may be amended over time, which is located in the office of the Department of City Development, Grantor shall provide this Berm Easement in favor of the City of Franklin, subject to City of Franklin approval and recording with the Milwaukee County Register of Deeds Office, to provide and maintain an enhanced buffer consisting of a highly attractive and effective berm and landscaping area in that certain portion of the Property as more particularly described and depicted on Exhibit B attached hereto and made a part hereof (the “Protected Property”); and

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

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of this Berm Easement on, over, and across the Protected Property, desire to reserve the Protected Property for the construction and maintenance of such berm and associated landscaping as set forth herein and prevent the use or development of the Protected Property for any purpose or in any manner inconsistent with the terms of this Berm Easement; and

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

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained herein, does hereby grant and convey unto the Grantee a non-exclusive Berm Easement in perpetuity on, over, and across the Protected Property subject to the terms and conditions set forth herein.

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

1. To establish and ensure the continuance of an area reserved for the construction and maintenance of a vegetated planting of trees, shrubs, and other natural plantings for the private use by the Grantor, as the owner of the underlying fee simple interests in the Property, to the exclusion of all others, for the purpose of buffering the parcels adjoining the Property by requiring the Protected Property to be open space in perpetuity; the Protected Property shall consist of a vegetated berm, natural vegetation and approved landscaping of trees, shrubs, and other natural plantings; designed to provide a screen and buffer between the Property and the single-family residential development to the West.
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time

to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and

3. To enter the Protected Property at all reasonable times upon reasonable advance notice to the Grantor for the purpose of inspecting the Protected Property to determine if the Grantor is complying with the covenants and conditions of this grant.

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the Protected Property in perpetuity, namely, that, on, over, or across the Protected Property, the Grantor, without the prior consent of the Grantee (which consent shall not be unreasonably withheld), shall not:

- A. Construct or place buildings or any structure, except those buildings, structures, utilities and improvements as identified on any engineering or construction plans approved by the City of Franklin including, without limitation, the civil engineering plans approved on April 19, 2019 as City of Franklin Plan Commission Resolution No. 2018-002, which are specifically permitted and allowed within the limits of the Protected Property in compliance with this Berm Easement;
- B. Construct or make any other improvements, unless and except, (i) notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the buffer value of the Protected Property to occupants of land adjoining or neighboring the Protected Property and including, but not limited to fences, berms, sidewalks, trails, benches, monument signs, and the like, (ii) where any Stormwater Management Easement may co-exist with the subject Berm Easement, such maintenance of the stormwater management facilities of the Stormwater Management Easement as may be set forth in the subject Stormwater Management Easement document, and (iii) where any Conservation Easement may co-exist with the subject Berm Easement, such maintenance of the ecological and aesthetic values of the Conservation Easement as may be set forth in the subject Conservation Easement document.

Notwithstanding the foregoing, Grantor reserves the right to use and maintain within the Protected Property the proposed sidewalk, walking path, stormwater management facilities, landscaping, and certain mitigation areas as set forth in the Natural Resource Protection Plan, the Wetland and Buffer Restoration Plan, and the Berm Planting Plan as such are referenced in the Standards, Findings, and Decision of the City of Franklin Common Council dated January 9, 2018, and as may be amended over time.

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

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

To Grantor:
Zim-Mar Properties, LLC
c/o ROC Ventures, LLC
510 W. Kilbourn Ave., Second Floor
Milwaukee, WI 53203
Attn: Michael E. Zimmerman

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

(Signatures follow on next pages)

In witness whereof, the Grantor has set its hand and seals this on this date of _____, 2019.

GRANTOR:

Zim-Mar Properties, LLC

By: _____
Michael E. Zimmerman, Manager

By: _____
Greg Marso, Manager

STATE OF _____ ss
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2019, by Michael E. Zimmerman, the co-manager of Zim-Mar Properties, LLC to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.

NOTARY PUBLIC
My commission expires: _____

STATE OF _____ ss
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2019, by Greg Marso, the co-manager of Zim-Mar Properties, LLC to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.

NOTARY PUBLIC
My commission expires: _____

Acceptance

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

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, A.D. 2019.

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, A.D. 2019, the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 2019.

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents:

Joel Dietl, Planning Manager
Department of City Development

Date

Approved as to form only:

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

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

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

Name of Mortgagee
a Wisconsin Banking Corporation

By _____

Name _____

Title _____

STATE OF WISCONSIN)

COUNTY OF MILWAUKEE)

On this _____ day of _____, 20____, before me, the undersigned, personally appeared name of officer of mortgagee, the (title of office, i.e.: VP) of (name of mortgagee), a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public, State of Wisconsin

My commission expires _____

Exhibit A

Description of the Property

Lot 2 of Certified Survey Map No. 9042 recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 14, 2018, as Document No. 10785127, being a part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Exhibit B

Description and Depiction of Protected Property

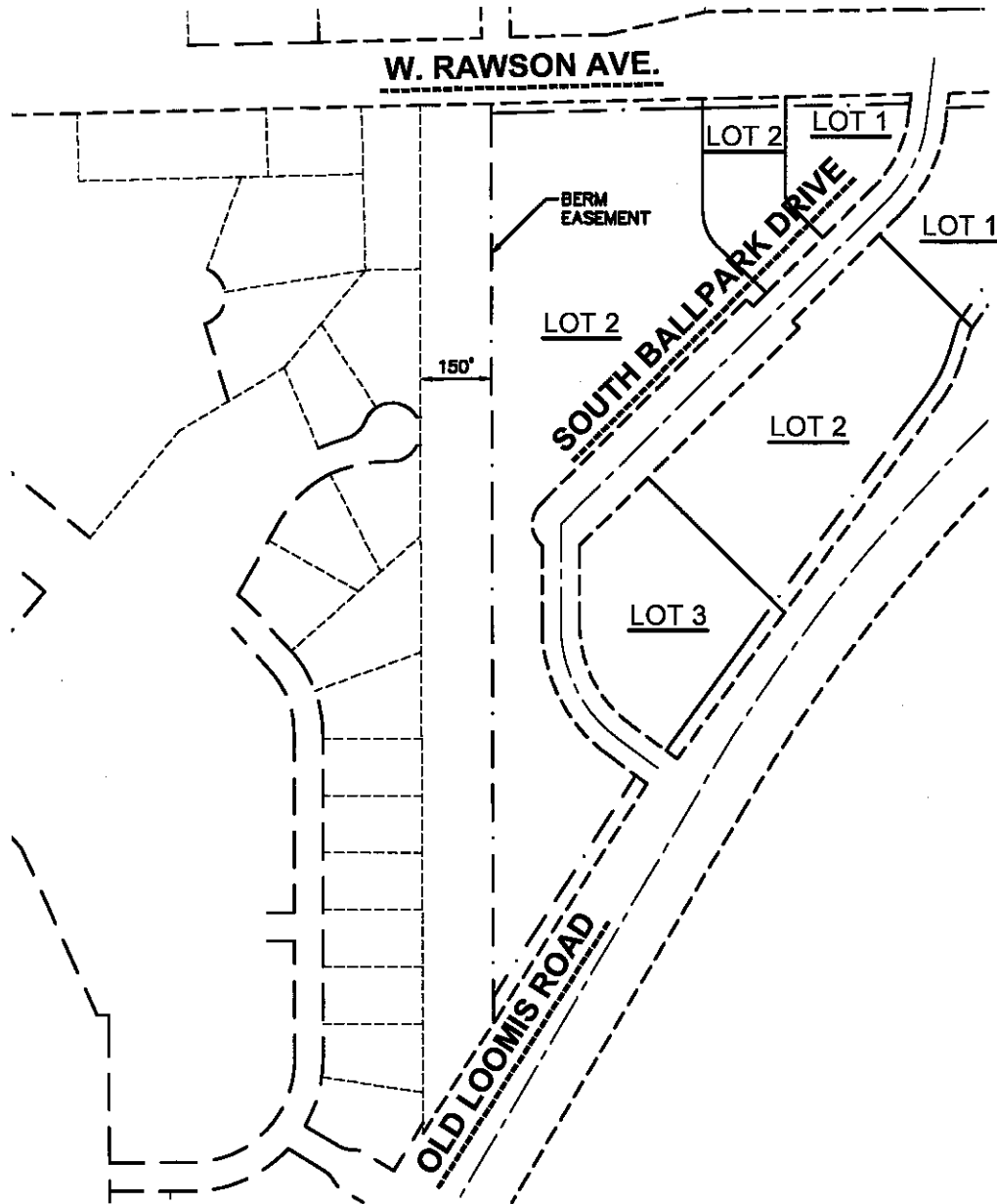
(See Attached)

EASEMENT EXHIBIT

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9042, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

EXHIBIT B

DESCRIPTION AND DEPICTION
OF PROTECTED PROPERTY



EASEMENT EXHIBIT

BERM EASEMENT

PREPARED BY:

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

4000 WISCONSIN BLVD.,
SUITE 100
MILWAUKEE, WISCONSIN 53202
PHONE: 414-654-0000

PREPARED FOR:

VELO VILLAGE APTS.
MANDEL GROUP, INC.
330 E. KILBOURN AVE.
MILWAUKEE, WI 53202

PROJECT NO: 14-6548

FILE NO: B-0

FIELDBOOK/PQ: -

SHEET NO: 1 OF 2

SURVEYED BY: JSD

DRAWN BY: DHS

CHECKED BY: ANW

APPROVED BY: JJJ



0 150' 300'
SCALE: 1" = 300'

EASEMENT EXHIBIT

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9042, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

LEGAL DESCRIPTIONS

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9042, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, A 150 FOOT EASEMENT FOR A BERM, BOUNDED AND DESCRIBED AS FOLLOWS:

THE WEST 150 FEET OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9042.

LANDS CONTAINING 308,234 SQUARE FEET OR 7.0861 ACRES

File: R:\2014\146548 Ballpark Commons\dwg\146548 EXHIBIT EASEMENTS SOUTH REV 1.dwg Layout: BERM EASEMENT 2 User: djsanfor Plotted: Aug 01, 2019 - 1:09pm

PREPARED BY:

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

4230 WIS10 BLANK ROAD,
SUITE 100
MILWAUKEE, WISCONSIN 53106
PHONE: (262) 313-0000

SHEET NO: 2 OF 2

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>08/06/19</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN FOR FOUR, 3-STORY, APPROXIMATELY 53 UNIT APARTMENT BUILDINGS DEVELOPMENT AT BALLPARK COMMONS (7125, 7165, 7195, AND 7250 SOUTH BALLPARK DRIVE, FORMERLY APPROXIMATELY 7900 WEST CRYSTAL RIDGE DRIVE) (BALLPARK COMMONS APARTMENTS LLC, AN AFFILIATE OF MANDEL GROUP, INC., AND IN PARTNERSHIP WITH ZIM-MAR PROPERTIES, LLC, APPLICANT, ZIM- MAR PROPERTIES, LLC, PROPERTY OWNER)</p>	<p>ITEM NUMBER</p> <p><i>G.7.</i></p>

Attached is a copy of the above Conservation Easement for the Velo Village Apartments Development (formerly Ballpark Commons Apartment Development) property. The Easement was required by the Site Plan approval for the subject property in Plan Commission Resolution No. 2018-002, conditionally approving a Site Plan for Four, 3-Story, Approximately 53 Unit Apartment Buildings Development within the Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) development, in condition number 11, adopted on April 19, 2018.

Staff would note that the Easement allows buildings and structures within the easement as such are shown on the approved Site Plan for the Apartment Development project.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2019-____, authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Review and Approval of a Site Plan for Four, 3-Story, Approximately 53 Unit Apartment Buildings Development at Ballpark Commons (7125, 7165, 7195, and 7250 South Ballpark Drive, Formerly Approximately 7900 West Crystal Ridge Drive) (Ballpark Commons Apartments LLC, an affiliate of Mandel Group, Inc., and in partnership with Zim-Mar Properties LLC, applicant, Zim-Mar Properties, LLC, property owner) subject to minor technical corrections by staff.

RESOLUTION NO. 2019-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
ACCEPT A CONSERVATION EASEMENT FOR AND AS PART
OF THE REVIEW AND APPROVAL OF A SITE PLAN FOR FOUR, 3-STORY,
APPROXIMATELY 53 UNIT APARTMENT BUILDINGS DEVELOPMENT AT
BALLPARK COMMONS (7125, 7165, 7195, AND 7250 SOUTH BALLPARK DRIVE,
FORMERLY APPROXIMATELY 7900 WEST CRYSTAL RIDGE DRIVE) (BALLPARK
COMMONS APARTMENTS LLC, AN AFFILIATE OF MANDEL GROUP, INC., AND
IN PARTNERSHIP WITH ZIM-MAR PROPERTIES, LLC, APPLICANT, ZIM-MAR
PROPERTIES, LLC, PROPERTY OWNER)

WHEREAS, the Plan Commission having approved a Site Plan upon the application of Ballpark Commons, LLC, on April 19, 2018, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect certain portions of the wetlands, wetland buffers, and wetland setbacks on the site; and

WHEREAS, §15-7.0702Q. and §15-9.0309D. of the Unified Development Ordinance requires the submission of a Natural Resource Protection Plan in the Certified Survey Map review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Certified Survey Map; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Ballpark Commons Apartments LLC, an affiliate of Mandel Group, Inc., and in partnership with Zim-Mar Properties LLC, in the form and content as annexed hereto, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2019.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO ACCEPT A CONSERVATION EASEMENT
BALLPARK COMMONS APARTMENTS LLC, AN AFFILIATE OF MANDEL GROUP,
INC., AND IN PARTNERSHIP WITH ZIM-MAR PROPERTIES, LLC
RESOLUTION NO. 2019-_____

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2019.

APPROVED:

STEPHEN R. OLSON, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

(BALLPARK COMMONS APARTMENTS – FRANKLIN, WISCONSIN)

This Conservation Easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as “Grantee,” and ZIM-MAR PROPERTIES, LLC, a Wisconsin limited liability company hereinafter referred to as “Grantor,” and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property described on Exhibit A attached hereto and made a part hereof (the “Property”); and

WHEREAS, as a condition to Grantee’s approval of proposed site plans for the multifamily development of the Property, Grantor shall provide a conservation easement in favor of the City of Franklin subject to City of Franklin approval and recording with the Milwaukee County Register of Deeds Office to provide and maintain a conservation area in those certain portions of the Property as more particularly described and depicted on Exhibit B attached hereto and made a part hereof (the “Protected Property”); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the Protected Property including, without limitation, portions of certain wetlands, wetland buffers, wetland setbacks, and certain mitigation areas as set forth in the Natural Resource Protection Plan and the Wetland and Buffer Restoration Plan as such are referenced in the Standards, Findings, and Decision of the City of Franklin Common Council dated January 9, 2018, and as may be amended over time, which is located in the office of the Department of City Development, be preserved and maintained by the continuation of land use that will not unreasonably interfere with or substantially disrupt the natural elements or the workings of natural systems on such Protected Property; and

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

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

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

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained herein, does hereby grant and convey unto the Grantee a non-exclusive Conservation Easement in perpetuity on, over, and across the Protected Property.

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

1. To view the Protected Property in its natural, scenic, and open condition as required and permitted by subclause A below;

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

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the Protected Property in perpetuity, namely, that, on, over, or across the Protected Property, the Grantor, without the prior consent of the Grantee (which consent shall not be unreasonably withheld), shall not:

- A. Construct or place buildings or any structure, except those buildings and structures and improvements as identified on any engineering or construction plans approved by the City of Franklin including, without limitation, the civil engineering plans approved on April 19, 2019 as City of Franklin Plan Commission Resolution No. 2018-002, which are specifically permitted and allowed within the limits of the Protected Property in compliance with this Conservation Easement;
- B. Construct or make any other improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the Protected Property to the environment and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
- C. Excavate, dredge, grade, mine, drill, or change the topography of the Protected Property or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
- D. Conduct any filling, dumping, or depositing of any material whatsoever within the Protected Property, including, but not limited to soil, yard waste, or other landscape waste materials, ashes, garbage, or debris;
- E. Plant any vegetation not native to the Protected Property or not typical wetland vegetation;
- F. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

Notwithstanding the foregoing, Grantor reserves the right to use and maintain within the protected property the proposed sidewalk, walking path, stormwater management facilities, landscaping, and certain mitigation areas as set forth in the Natural Resource Protection Plan, the Wetland and Buffer Restoration Plan, and the Berm Planting Plan as such are referenced in the Standards, Findings, and Decision of the City of Franklin Common Council dated January 9, 2018, and as may be amended over time.

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

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

To Grantor:

Zim-Mar Properties, LLC
c/o ROC Ventures, LLC
510 W. Kilbourn Ave., Second Floor
Milwaukee, WI 53203
Attn: Michael E. Zimmerman

To Grantee:

City of Franklin
Office of the City Clerk
9229 West Loomis Road
Franklin, Wisconsin 53132

(Signatures follow on next pages)

In witness whereof, the Grantor has set its hand and seals this on this date of _____, 2019.

GRANTOR:

Zim-Mar Properties, LLC

By: _____
Michael E. Zimmerman, Manager

By: _____
Greg Marso, Manager

STATE OF _____ ss
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2019, by Michael E. Zimmerman, the co-manager of Zim-Mar Properties, LLC to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.

NOTARY PUBLIC
My commission expires: _____

STATE OF _____ ss
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2019, by Greg Marso, the co-manager of Zim-Mar Properties, LLC to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.

NOTARY PUBLIC
My commission expires: _____

Acceptance

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

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, A.D. 2019.

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, A.D. 2019, the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 2019.

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents:

Joel Dietl, Planning Manager
Department of City Development

Date

Approved as to form only:

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

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

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

Name of Mortgagee
a Wisconsin banking corporation

Name: _____

Title: _____

STATE OF WISCONSIN)

COUNTY OF MILWAUKEE)

On this _____ day of _____, 20__, before me, the undersigned, personally appeared name of officer of mortgagee, the (title of office, i.e.: VP) of (name of mortgagee), a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public, State of Wisconsin

My commission expires _____

Exhibit A

Description of the Property

Lot 3 of Certified Survey Map No. 9078, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 16, 2018, as Document No. 10820171, being a redivision of Lots 3 and 4 of Certified Survey Map 9042 and lands in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Town 5 North, Range 21 East. Said land being in the City of Franklin, Milwaukee County, State of Wisconsin.

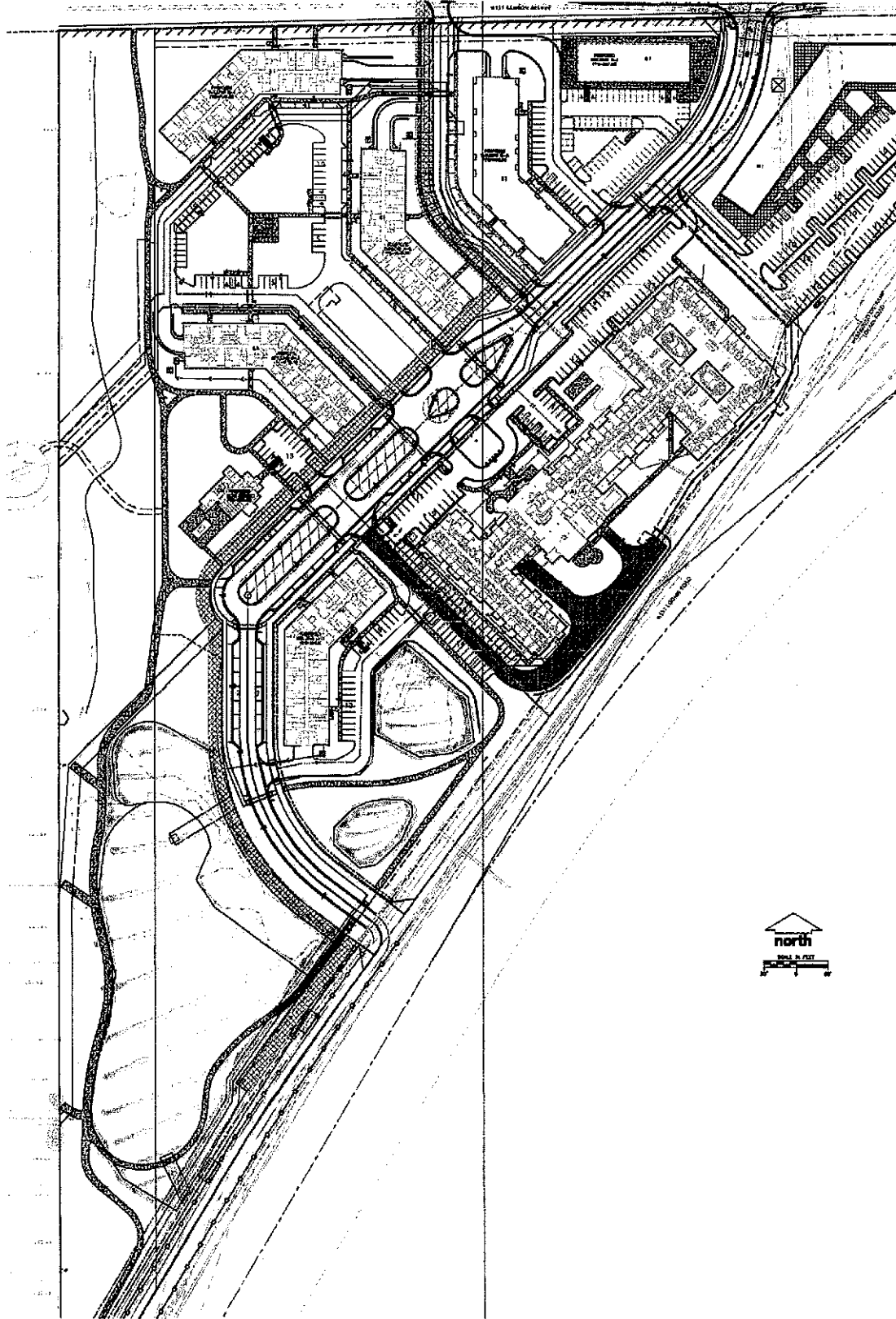
Lot 2 of Certified Survey Map No. 9042 recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 14, 2018, as Document No. 10785127, being a part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Exhibit B

Description and Depiction of Protected Property

(See Attached)

Exhibit B
Conservation Easement



<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>08/06/19</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN FOR FOUR, 3-STORY, APPROXIMATELY 53 UNIT APARTMENT BUILDINGS DEVELOPMENT AT BALLPARK COMMONS (7125, 7165, 7195, AND 7250 SOUTH BALLPARK DRIVE, FORMERLY APPROXIMATELY 7900 WEST CRYSTAL RIDGE DRIVE) (BALLPARK COMMONS APARTMENTS LLC, AN AFFILIATE OF MANDEL GROUP, INC., AND IN PARTNERSHIP WITH ZIM-MAR PROPERTIES, LLC, APPLICANT, ZIM-MAR PROPERTIES, LLC, PROPERTY OWNER)</p>	<p>ITEM NUMBER</p> <p>6.8.</p>

Attached is a copy of the above Landscape Bufferyard Easement for the Velo Village Apartments Development (formerly Ballpark Commons Apartment Development) property. The Easement was required by the Site Plan approval for the subject property in Plan Commission Resolution No. 2018-002, conditionally approving a Site Plan for Four, 3-Story, Approximately 53 Unit Apartment Buildings Development within the Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) development, in condition number 11, adopted on April 19, 2018.

Staff would note that the Easement allows buildings and structures within the easement as such are shown on the approved Site Plan for the Apartment Development project.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2019-____, authorizing Certain Officials to Accept a Landscape Bufferyard Easement for and as Part of the Review and Approval of a Site Plan for Four, 3-Story, Approximately 53 Unit Apartment Buildings Development at Ballpark Commons (7125, 7165, 7195, and 7250 South Ballpark Drive, Formerly Approximately 7900 West Crystal Ridge Drive) (Ballpark Commons Apartments LLC, an affiliate of Mandel Group, Inc., and in partnership with Zim-Mar Properties LLC, applicant, Zim-Mar Properties, LLC, property owner) subject to minor technical corrections by staff.

Department of City Development.: JED

RESOLUTION NO. 2019-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART
OF THE REVIEW AND APPROVAL OF A SITE PLAN FOR FOUR, 3-STORY,
APPROXIMATELY 53 UNIT APARTMENT BUILDINGS DEVELOPMENT AT
BALLPARK COMMONS (7125, 7165, 7195, AND 7250 SOUTH BALLPARK DRIVE,
FORMERLY APPROXIMATELY 7900 WEST CRYSTAL RIDGE DRIVE) (BALLPARK
COMMONS APARTMENTS LLC, AN AFFILIATE OF MANDEL GROUP, INC., AND
IN PARTNERSHIP WITH ZIM-MAR PROPERTIES, LLC, APPLICANT, ZIM-MAR
PROPERTIES, LLC PROPERTY OWNER)

WHEREAS, the Plan Commission having approved a Site Plan upon the application of BPC Master Developer, LLC, on April 19, 2018, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Landscape Bufferyard Easement; and

WHEREAS, §15-5.0102A of the Unified Development Ordinance requires a thirty (30) foot-wide landscape bufferyard when lots back upon the right-of-way of an existing or proposed limited access arterial street or highway (i.e. Loomis Road/CTH 36), and said landscape bufferyard to be protected by a landscape bufferyard easement; and

WHEREAS, City of Franklin Resolution No. 2018-002 conditionally approving a Site Plan for the Ballpark Commons Apartments (aka Velo Village Apartments) within Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) development use, condition number 6 thereof providing that the applicant shall provide a 20' landscape bufferyard along west Rawson Avenue, and condition number 11 thereof providing that such public easements must be approved by the City of Franklin Common Council and subject to minor technical corrections recorded with the Milwaukee County Register of Deeds Office; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Landscape Bufferyard Easement submitted by Zim-Mar Properties, LLC, in the form and content as annexed hereto, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT
VELO VILLAGE APARTMENTS DEVELOPMENT (BALLPARK COMMONS)
RESOLUTION NO. 2019-_____

Page 2

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of August, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of August, 2019.

APPROVED:

STEPHEN R. OLSON, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

LANDSCAPE BUFFERYARD EASEMENT

(BALLPARK COMMONS APARTMENTS – FRANKLIN, WISCONSIN)

This Landscape Bufferyard Easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and ZIM-MAR PROPERTIES, LLC, a Wisconsin limited liability company, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Landscape Bufferyard Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

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

WHEREAS, the Grantor is required by Section 15-5.0102A of the City of Franklin Unified Development Ordinance to provide a 30 foot wide planting strip adjacent to Loomis Road (CTH 36) (the "Loomis Buffer"); and

WHEREAS, Ballpark Commons Apartments LLC was the applicant for a proposed Site Plan in City of Franklin Plan Commission Resolution No. 2018-002 conditionally approving a Site Plan for the Ballpark Commons Apartments within the Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) development use. Condition 6 of Resolution No. 2018-002 thereof providing: Ballpark Commons LLC shall grant a 20 foot wide landscape bufferyard easement along Rawson Avenue (together with the Loomis Buffer, the "Protected Property" as shown on Exhibit B) to the City of Franklin subject to Common Council approval and recording with the Milwaukee County Register of Deeds Office; and

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

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of this Landscape Bufferyard Easement on, over, and across the Protected Property, desire to reserve the area for the planting of trees, shrubs and other natural plantings and prevent the use or development of the Protected Property for any purpose or in any manner inconsistent with the terms of this Landscape Bufferyard Easement; and

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

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained herein, does hereby grant and convey unto the Grantee a Landscape Bufferyard Easement in perpetuity on, over, and across the Protected Property.

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

1. To establish and ensure the continuance of an area reserved for the planting of trees, shrubs, and other natural plantings for the private use by the Grantor, as the owner of the underlying fee simple interests in the Property, to the exclusion of all others, for the purpose of buffering the parcels adjoining the Property by requiring the Protected Property to be open space in perpetuity; the Protected Property shall consist of natural vegetation and approved landscaping of trees, shrubs, and other natural plantings; designed to provide a screen and buffer between the Property and Loomis Road (STH 36) and West Rawson Avenue.
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and

3. To enter the Protected Property at all reasonable times for the purpose of inspecting the Protected Property to determine if the Grantor is complying with the covenants and conditions of this grant.

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

- A. Construct or place buildings or any structure, beyond those buildings and structures and improvements as identified on any engineering or construction plans approved by the City of Franklin including, without limitation, the civil engineering plans approved on April 19, 2019 as City of Franklin Plan Commission Resolution No. 2018-002, which are specifically permitted and allowed within the limits of the Protected Property in compliance with this Landscape Bufferyard Easement;
- B. Construct or make any other improvements, unless and except, (i) notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Plan Commission of the City of Franklin or by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the open space buffer value of the Protected Property to the occupants of land adjoining or neighboring the Protected Property including, but not limited to fences, berms, sidewalks, trails, benches, monument signs, and the like; (ii) where any Conservation Easement may co-exist with the subject Landscape Bufferyard Easement, such maintenance of the ecological and aesthetic values of the Conservation Easement as may be set forth in the subject Conservation Easement document; (iii) where any Stormwater Management Easement may co-exist with the subject Landscape Bufferyard Easement, such maintenance of the stormwater management facilities of the Stormwater Management Easement as may be set forth in the subject Stormwater Management Easement document; and (iv) where any Berm easement may co-exist with the subject Landscape Bufferyard Easement, such maintenance of the enhanced berm consisting of attractive and effective berm and landscaping as may be set forth in the subject Berm Easement document.

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

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

To Grantor:

Zim-Mar Properties, LLC
c/o ROC Ventures, LLC
510 W. Kilbourn Ave., Second Floor
Milwaukee, WI 53203
Attn: Michael E. Zimmerman

To Grantee:

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

(Signatures follow on next pages)

In witness whereof, the Grantor has set its hand and seals this on this date of _____, 2019.

GRANTOR:

Zim-Mar Properties, LLC

By: _____
Michael E. Zimmerman, Manager

By: _____
Greg Marso, Manager

STATE OF _____
COUNTY OF _____ ss

This instrument was acknowledged before me on the _____ day of _____, 2019, by Michael E. Zimmerman, the co-manager of Zim-Mar Properties, LLC to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.

NOTARY PUBLIC

My commission expires: _____

STATE OF _____
COUNTY OF _____ ss

This instrument was acknowledged before me on the _____ day of _____, 2019, by Greg Marso, the co-manager of Zim-Mar Properties, LLC to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.

NOTARY PUBLIC

My commission expires: _____

Acceptance

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

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, A.D. 2019.

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, A.D. 2019, the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 2019.

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents:

Joel Dietl, Planning Manager
Department of City Development

Date

Approved as to form only:

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

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

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

Name of Mortgagee _____
Wisconsin banking corporation

By _____

Title _____

This _____

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

On this the _____ day of _____, 20____, before me, the undersigned, personally appeared name of officer of mortgagee, the (title of office, i.e.: VP) of (name of mortgagee), a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public, State of Wisconsin

My commission expires _____

Exhibit A

Description of the Property

Lot 3 of Certified Survey Map No. 9078, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 16, 2018, as Document No. 10820171, being a redivision of Lots 3 and 4 of Certified Survey Map 9042 and lands in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Town 5 North, Range 21 East. Said land being in the City of Franklin, Milwaukee County, State of Wisconsin.

Lot 2 of Certified Survey Map No. 9042 recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 14, 2018, as Document No. 10785127, being a part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Lot 2 of Certified Survey Map No. _____ recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on _____, 2019, as Document No. _____, being a redivision of Lot 1 of Certified Survey Map No. 9042, being part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

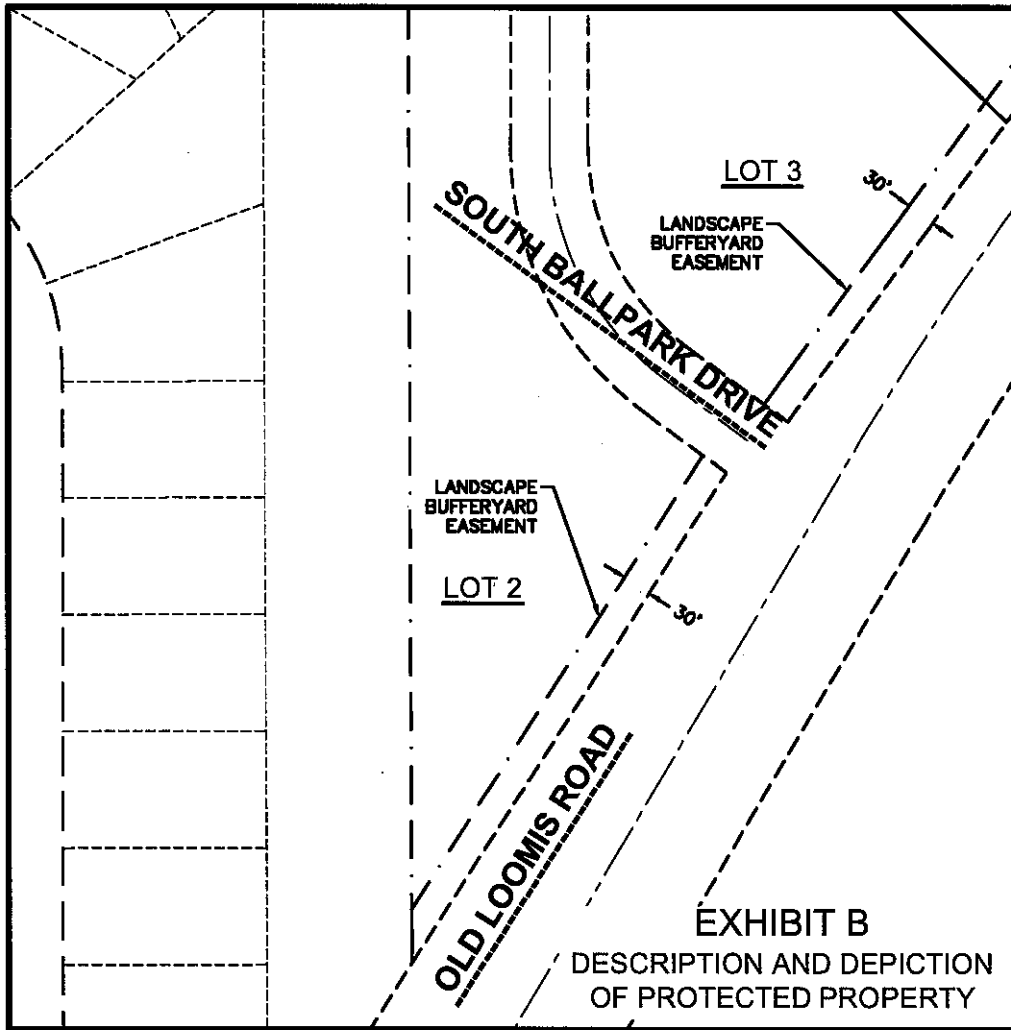
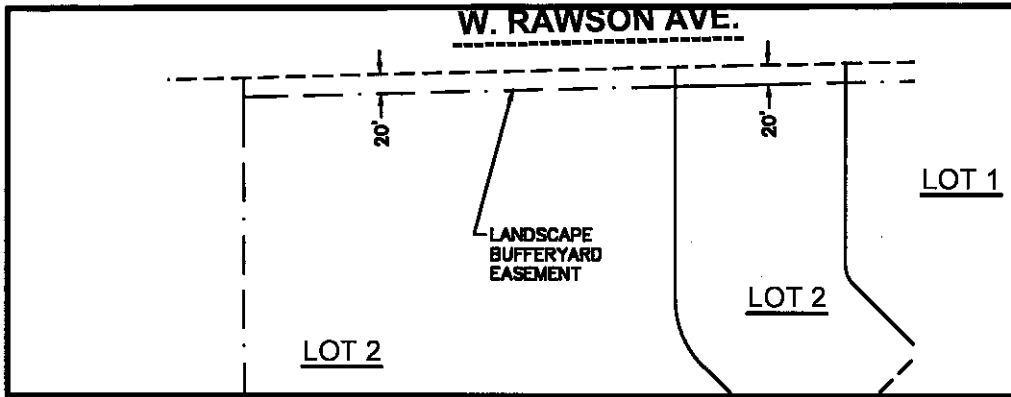
Exhibit B

Description and Depiction of Protected Property

(See Attached)

EASEMENT EXHIBIT

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. _____, PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9042 AND PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 9078, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



EASEMENT EXHIBIT

LANDSCAPE BUFFERYARD EASEMENTS

PREPARED BY:

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

8330 91610 BUNK ROAD,
SUITE 100
MILWAUKEE, WISCONSIN 53146
PHONE: 225-0813-0899

PREPARED FOR:

VELO VILLAGE APTS.
MANDEL GROUP, INC
330 E. KILBOURN AVE.
MILWAUKEE, WI 53202

PROJECT NO: 14-8548

FILE NO: B-*

FIELDBOOK/PG: -

SHEET NO: 1 OF 2

SURVEYED BY: JSD

DRAWN BY: DHS

CHECKED BY: AWW

APPROVED BY: JJJ



0 75' 150'

SCALE: 1" = 150'

EASEMENT EXHIBIT

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. _____, PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9042 AND PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 9078, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

LEGAL DESCRIPTIONS

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. _____, PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9042 AND PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 9078, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, STRIPS OF LAND FOR BUFFERYARD EASEMENTS BOUNDED AND DESCRIBED AS FOLLOWS:

THE NORTH 20 FEET AND THE SOUTHERLY 30 FEET OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9042.

LANDS CONTAINING 26,229 SQUARE FEET OR 0.6021 ACRES

ALSO:

THE SOUTHEASTERLY 30 FEET OF LOT 3, CERTIFIED SURVEY MAP NO 9078.

LANDS CONTAINING 3,504 SQUARE FEET OR 0.0804 ACRES

ALSO:

THE NORTH 20 FEET OF LOT 2, CERTIFIED SURVEY MAP NO. _____.

LANDS CONTAINING 11,268 SQUARE FEET OR 0.2587 ACRES

File: R:\2014\146548 Ballpark Commons\dwg\146548 EXHIBIT EASEMENTS SOUTH REV 1.dwg Layout: LANDSCAPE BUFFERYARD 2 User: dgonjar Plotted: Aug 01, 2019 - 1:08pm

PREPARED BY:
JSD Professional Services, Inc.
• Engineers • Surveyors • Planners
N300 W1510 BUNKER ROAD,
SUITE 100
MILWAUKEE, WISCONSIN 53146
PHONE: 414.221.1100

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE August 6, 2019
Reports & Recommendations	RESOLUTION FOR ACCEPTANCE OF NEW STORM DRAINAGE, SANITARY SEWER, AND WATERMAIN EASEMENTS FOR VELO VILLAGE APARTMENTS AT BALLPARK COMMONS 7125, 7165, 7195, AND 7235 SOUTH BALLPARK DRIVE- TAX KEY NUMBERS 754-9001-000, 754-9002-000, AND 754-9008-000	ITEM NO. <i>6.9.</i>

BACKGROUND

As part of the development of the Velo Village Apartments at Ballpark Commons, easements for storm drainage, sanitary sewers, and watermain are needed to allow the City access and maintenance rights to those utilities. These easements provide for the rights of grantor and grantee.

ANALYSIS

The attached easements include the storm drainage, sanitary sewer, and watermain systems with all applicable appurtenances.

Note that the previous certified survey map (CSM) for this area projected easement locations that are not where the utilities were finally designed nor constructed so those old easements need to be vacated. The subject area is still under construction and although most of the facilities have already been installed, there are partial asbuilts to verify that the utilities are located where they are supposed to be. Any approval should dictate that the utilities shall be confirmed to be within the easements as proposed.

The City Legal Department has reviewed the proposed changes to the standard template language.

OPTIONS

- A. Assuming that the utilities were constructed where they were planned, accept modified easements as subject to the legal and engineering concerns. Or
- B. Deny easements as proposed.

FISCAL NOTE

None

OPTIONAL COUNCIL ACTIONS

(Option A) Motion to adopt Resolution No. 2019 - _____, a resolution acceptance of new storm drainage, sanitary sewer, and watermain easements for Velo Village Apartments at Ballpark Commons 7125, 7165, 7195, and 7235 South Ballpark Drive- Tax key numbers 754-9001-000, 754-9002-000, and 754-9008-000. Subject to technical corrections, including, but not limited to verification that utilities were constructed where they were designed.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

A RESOLUTION FOR ACCEPTANCE OF NEW STORM DRAINAGE, SANITARY SEWER, AND WATERMAIN EASEMENTS FOR VELO VILLAGE APARTMENTS AT BALLPARK COMMONS 7125, 7165, 7195, AND 7235 SOUTH BALLPARK DRIVE- TAX KEY NUMBERS 754-9001-000, 754-9002-000, AND 754-9008-000

WHEREAS, easements are required to maintain and operate Storm Drainage, Sanitary Sewer, and Watermain in the Velo Village Apartments at Ballpark Commons Development; and

WHEREAS, existing easements recorded on the certified survey maps do not conform to the design and construction of the utilities.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such new easements and therefore the Mayor and City Clerk are hereby authorized and directed to execute the easements accepting them on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easements with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2019, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

STORM SEWER EASEMENT

Velo Village Apartments at Ballpark Commons
7125, 7165, 7195 and 7235 South Ballpark Drive
Franklin, WI
754-9002-000

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and ZIM-MAR PROPERTIES, LLC, a Wisconsin limited liability company, with an address of 510 W. Kilbourn Avenue, Second Floor, Milwaukee, WI 53203, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the Property hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm drainage system consisting of an underground storm sewer, all as shown on the plan attached hereto as Exhibit "B."; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement to build, construct and/or operate, maintain, repair, reconstruct and inspect, as may become applicable, the Facilities, in upon and across that part of the Property in that part of the Northwest ¼ and Northeast ¼ of Section Nine (9), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns as owners of the Property).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to

such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. The City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure, fence, or other improvements may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing, wetland plantings and landscaping may be constructed, installed, planted or placed within the Easement Area as approved by the City Engineer. The City acknowledges any structures or improvements placed within the limits of the Easement Area of the type as identified on any engineering or construction plans approved by the City from time to time are specifically permitted and allowed within the limits of the Easement Area in compliance with this Easement.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area caused by such construction. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or wrongful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage, provided that if the above loss, claim, cost, damage injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence.
5. No charges will be made against the Property for the cost of maintenance or operation of said Facilities in the Property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facilities, the regular and customary service connection charge in effect at the time of the application may be charged and paid. The City shall not allow liens to be placed on the Easement Area and shall satisfy any lien placed of record due to the City's activities within ten (10) days after receiving notice of the filing of such lien. The Grantor shall be responsible for the routine maintenance of the surface of the Easement Area.
6. The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements.
7. The Facilities shall be accessible for maintenance by the City at all times upon reasonable advance notice to the Grantor, except in the event of an emergency, in which case notice shall be provided as soon as reasonably possible. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.

8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns. This easement shall be binding upon and inure to the benefit of the Grantor, the City and their respective successors and assigns, it being the intent that all of the covenants hereunder shall be "covenants running with the land."
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. This Easement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
17. That the Grantor shall submit as-built drawings of the installed facilities for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

(Signatures follow on next pages)

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

ON THIS DATE OF: _____, 2019

GRANTOR:

Zim-Mar Properties, LLC

By: _____
Michael E. Zimmerman, Co-Manager

By: _____
Greg Marso, Co-Manager

STATE OF _____

SS

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 2019, the above named Michael E. Zimmerman, the co-manager of Zim-Mar Properties, LLC to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.

NOTARY PUBLIC _____

My commission expires _____

STATE OF _____

SS

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 2019, the above named Greg Marso, the co-manager of Zim-Mar Properties, LLC to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.

NOTARY PUBLIC _____

My commission expires _____

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF _____

ss

COUNTY OF _____

On this _____ day of _____, 2019, before me personally appeared Stephen R. Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority and pursuant to Resolution File No. _____ adopted by its Common Council on _____, 20____

Notary Public
My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Date: _____

Manager of Franklin Municipal Water Utility

Approved as to form only

Date: _____

City Attorney

MORTGAGE HOLDER CONSENT

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

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

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)

SS

COUNTY OF MILWAUKEE)

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

Name: _____

Notary Public _____

State of _____

County of _____

My commission expires: _____

Exhibit A

(Description of the Property)

Lot 2 of Certified Survey Map No. 9042 recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 14, 2018, as Document No. 10785127, being a part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Exhibit B
(Depiction of the Facilities)

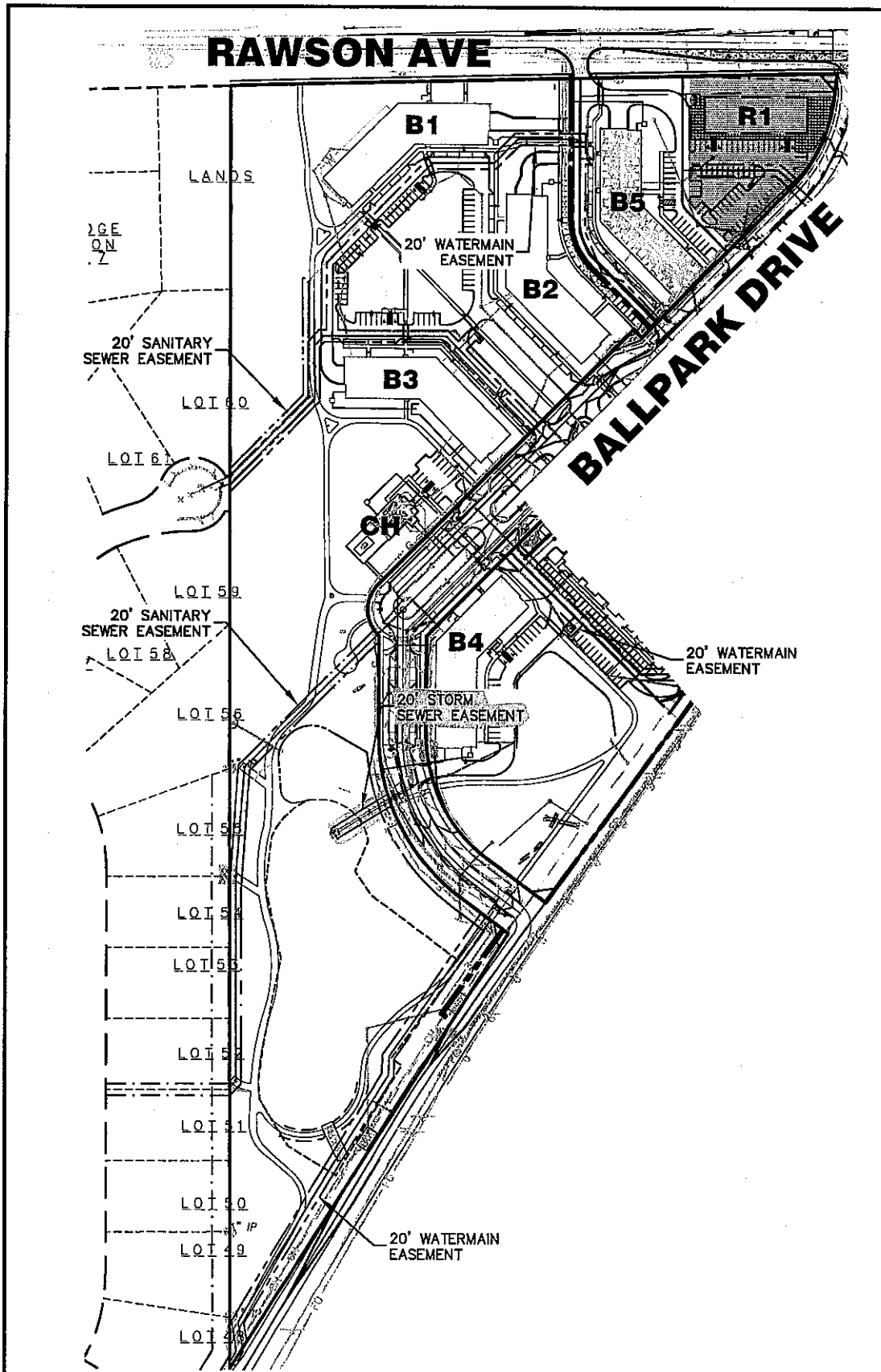


EXHIBIT B
VELO VILLAGE UTILITY EASEMENTS

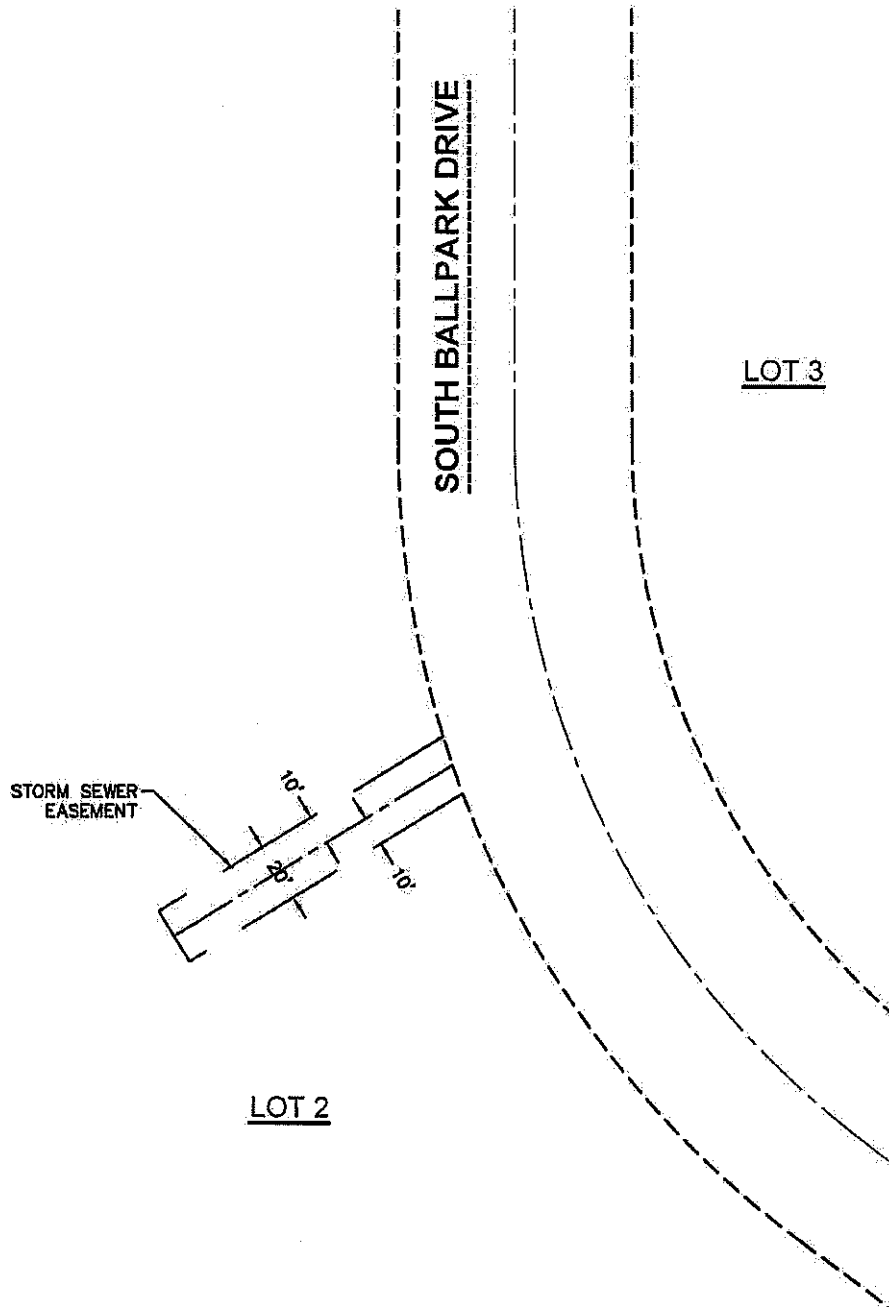
PREPARED BY: JSD Professional Services, Inc. <small>Engineers • Surveyors • Planners</small> 4239 W1610 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53188 PHONE: (262)513-0666	PREPARED FOR: VELO VILLAGE APTS. MANDEL GROUP, INC 330 E. KILBOURN AVE. MILWAUKEE, WI 53202	PROJECT NO: 14-6548 FILE NO: B- FIELDBOOK/PG: - SHEET NO: 1 OF 1	SURVEYED BY: JSD DRAWN BY: DHS CHECKED BY: AWW APPROVED BY: JLJ	<div align="center"> north SCALE: 1" = 200' </div>
--	--	---	--	---

Exhibit C

(Description of Easement Area)

EASEMENT EXHIBIT

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9042, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



EASEMENT EXHIBIT

STORM SEWER EASEMENT

PREPARED BY:

JSD Professional Services, Inc.
a Division of JSD Group, Inc.

12230 W1810 BUSSE ROAD,
SUITE 100
MILWAUKEE, WISCONSIN 53189
PHONE: (262) 313-0688

PREPARED FOR:

VELO VILLAGE APTS.
MANDEL GROUP, INC.
330 E. KILBOURN AVE.
MILWAUKEE, WI 53202

PROJECT NO: 14-6548

FILE NO: 8-*

FIELDBOOK/PG: -

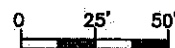
SHEET NO: 1 OF 2

SURVEYED BY: JSD

DRAWN BY: DHS

CHECKED BY: ANW

APPROVED BY: JJJ



SCALE: 1" = 50'

WATER MAIN EASEMENT

Velo Village Apartments at Ballpark Commons
7125, 7165, 7195, 7235 and 7250 South Ballpark Drive
Franklin, WI
754-9002-000; 754-9008-000

THIS EASEMENT, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and ZIM-MAR PROPERTIES, LLC, a Wisconsin limited liability company, with an address of 510 W. Kilbourn Avenue, Second Floor, Milwaukee, WI 53203, as owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a permanent, exclusive easement with the right of entry in and across a portion of the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: an underground water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the city and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent, exclusive easement to build, construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may become applicable, the Facilities in, upon and across that part of the Property, in that part of the Northwest ¼ and Northeast ¼ of Section Nine (9), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns as owners of the Property).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area as may be disturbed, will at the expense of

the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. The City shall indemnify and save harmless the Grantor from and against any loss, damage, cost, claim, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in the constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor except improvements such as walks, pavements for driveways and parking lot surfacing, retaining walls and landscaping may be constructed, installed, planted or placed within the Easement Area. The City acknowledges any structures, utilities or improvements placed within the limits of the Easement Area of the type as identified on any engineering or construction plans approved by the City from time to time are specifically permitted and allowed within the limits of the Easement Area in compliance with this Easement.
4. That, in connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area caused by such construction. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or wrongful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage; provided that if the above loss, claim, cost damage or injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degrees of negligence.
5. That no charges will be made against the Property for the cost of maintenance or operation of said Facilities in the Property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facilities, the regular and customary service connection charge in effect at the time of the application may be charged and paid. The City shall not allow liens to be placed on the Easement Area and shall satisfy any lien placed of record due to the City's activities within ten (10) days after receiving notice of the filing of such lien. The Grantor shall be responsible for the routine maintenance of surface of the Easement Area.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "City of Franklin Design Standards and Construction Specifications dated 2017 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services not owned by the City, outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."

7. The Facilities shall be accessible for maintenance by the City at all times upon reasonable advance notice to the Grantor, except in the event of an emergency, in which case notice shall be provided as soon as reasonably possible. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. Notwithstanding the exclusive nature of the grant of easement hereunder, Grantor retains the right to use the Easement Area for all legal purposes in accordance with the terms hereof, provided, the City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City, Grantor or their respective successors and assigns. This easement shall be binding upon and inure to the benefit of the Grantor, the City and their respective successors and assigns, it being the intent that all of the covenants hereunder shall be "covenants running with the land."
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

17. That the Grantor shall submit as-built drawings of the installed facilities in electronic format for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.
18. This Easement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(Signatures follow on next pages)

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

ON THIS DATE OF: _____, 2019

GRANTOR:

Zim-Mar Properties, LLC

By: _____
Michael E. Zimmerman, Co-Manager

By: _____
Greg Marso, Co-Manager

STATE OF _____

ss

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 2019, the above named Michael E. Zimmerman, the co-manager of Zim-Mar Properties, LLC to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.

NOTARY PUBLIC _____

My commission expires _____

STATE OF _____

ss

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 2019, the above named Greg Marso, the co-manager of Zim-Mar Properties, LLC to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.

NOTARY PUBLIC _____

My commission expires _____

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF _____

ss

COUNTY OF _____

On this _____ day of _____, 2019, before me personally appeared Stephen R. Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority and pursuant to Resolution File No. _____ adopted by its Common Council on _____, 20____

Notary Public
My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Date: _____

Manager of Franklin Municipal Water Utility

Approved as to form only

Date: _____

City Attorney

MORTGAGE HOLDER CONSENT

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

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

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) s.s.

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

Name: _____

Notary Public

State of _____

County of _____

My commission expires on: _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Manager of Franklin Municipal Water Utility

Date: _____

Approved as to form only

City Attorney

Date: _____

Exhibit A
(Description of the Property)

Lot 3 of Certified Survey Map No. 9078, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 16, 2018, as Document No. 10820171, being a redivision of Lots 3 and 4 of Certified Survey Map 9042 and lands in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Town 5 North, Range 21 East. Said land being in the City of Franklin, Milwaukee County, State of Wisconsin.

Lot 2 of Certified Survey Map No. 9042 recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 14, 2018, as Document No. 10785127, being a part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Exhibit B
(Depiction of the Facilities)

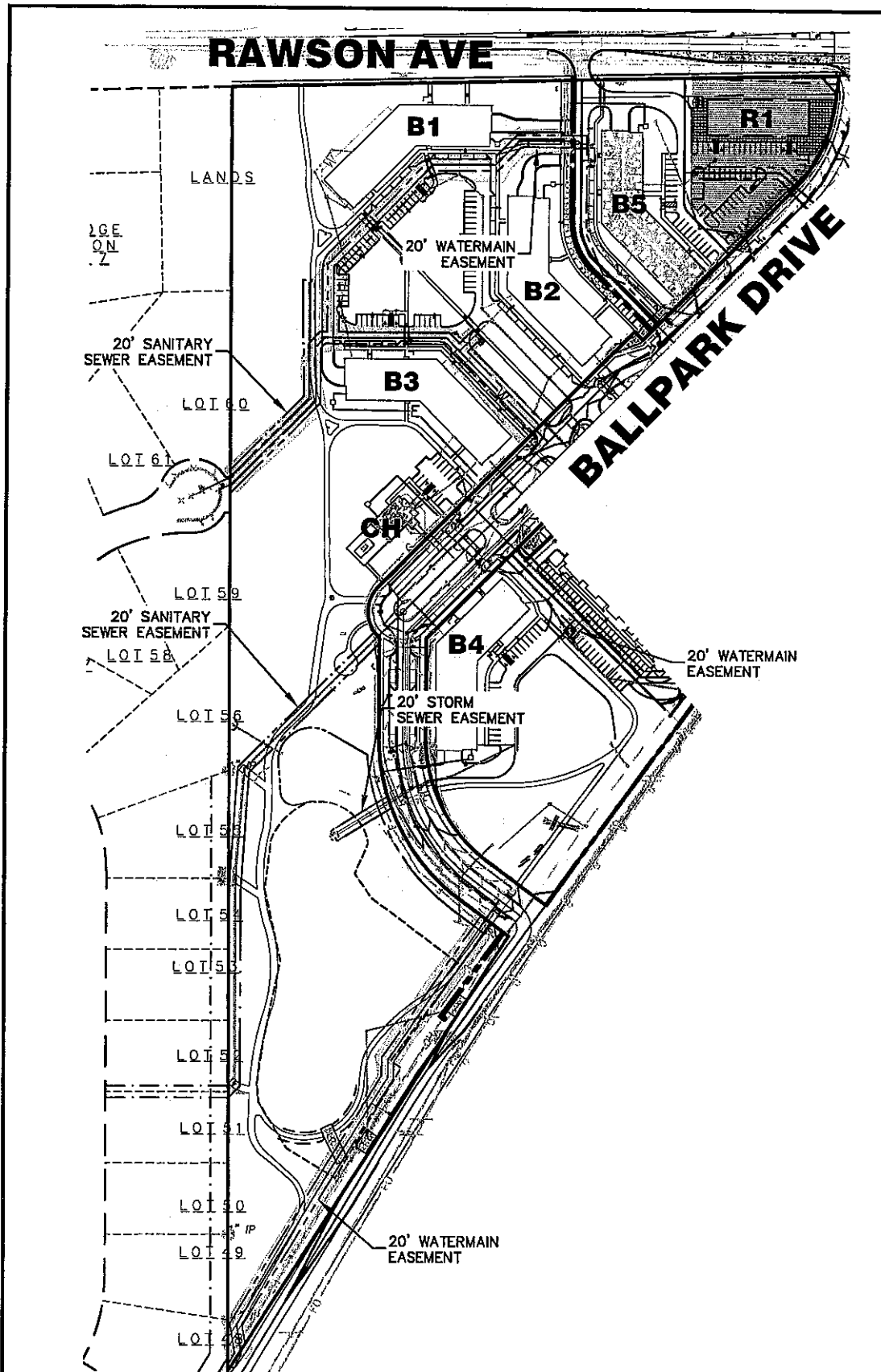


EXHIBIT B
VELO VILLAGE UTILITY EASEMENTS

PREPARED BY:
JSD Professional Services, Inc.
Engineers • Surveyors • Planners
N235 W1810 BUSSE ROAD,
SUITE 100
WILKESHA, WISCONSIN 53188
PHONE: (262) 513-0666

PREPARED FOR:
VELO VILLAGE APTS.
MANDEL GROUP, INC.
330 E. KILBOURN AVE.
MILWAUKEE, WI 53202

PROJECT NO: 14-6548
FILE NO: B--*
FIELDBOOK/PG: ---
SHEET NO: 1 OF 1

SURVEYED BY: JSD
DRAWN BY: DHS
CHECKED BY: AWW
APPROVED BY: JLJ

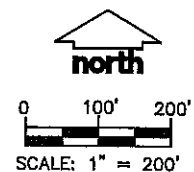
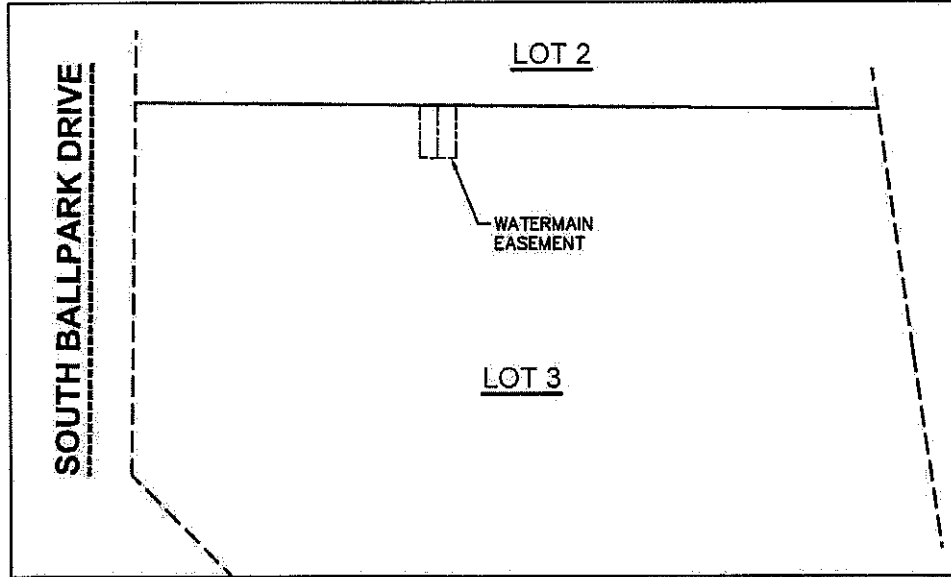


Exhibit C
(Description of Easement Area)

EASEMENT EXHIBIT

PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 9078, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



File: R:\2014\1428548 Ballpark Commons\dwg\146548 EXHIBIT EASEMENTS SOUTH REV 1.dwg Layout: WATERMAIN EASE 1 User: dapan\br Plotted: Jul 24, 2019 - 2:27pm

EASEMENT EXHIBIT

WATERMAIN EASEMENT

PREPARED BY:

JSD Professional Services, Inc.
"Engineers • Surveyors • Planners"

1238 W1810 BUSSE ROAD,
SUITE 100
MILWAUKEE, WISCONSIN 53168
PHONE: (262)513-0558

PREPARED FOR:

VELO VILLAGE APTS.
MANDEL GROUP, INC
330 E. KILBOURN AVE.
MILWAUKEE, WI 53202

PROJECT NO: 14-8548

FILE NO: 8-*

FIELDBOOK/PG: -

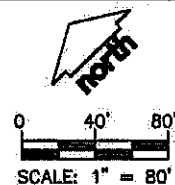
SHEET NO: 1 OF 2

SURVEYED BY: JSD

DRAWN BY: DHS

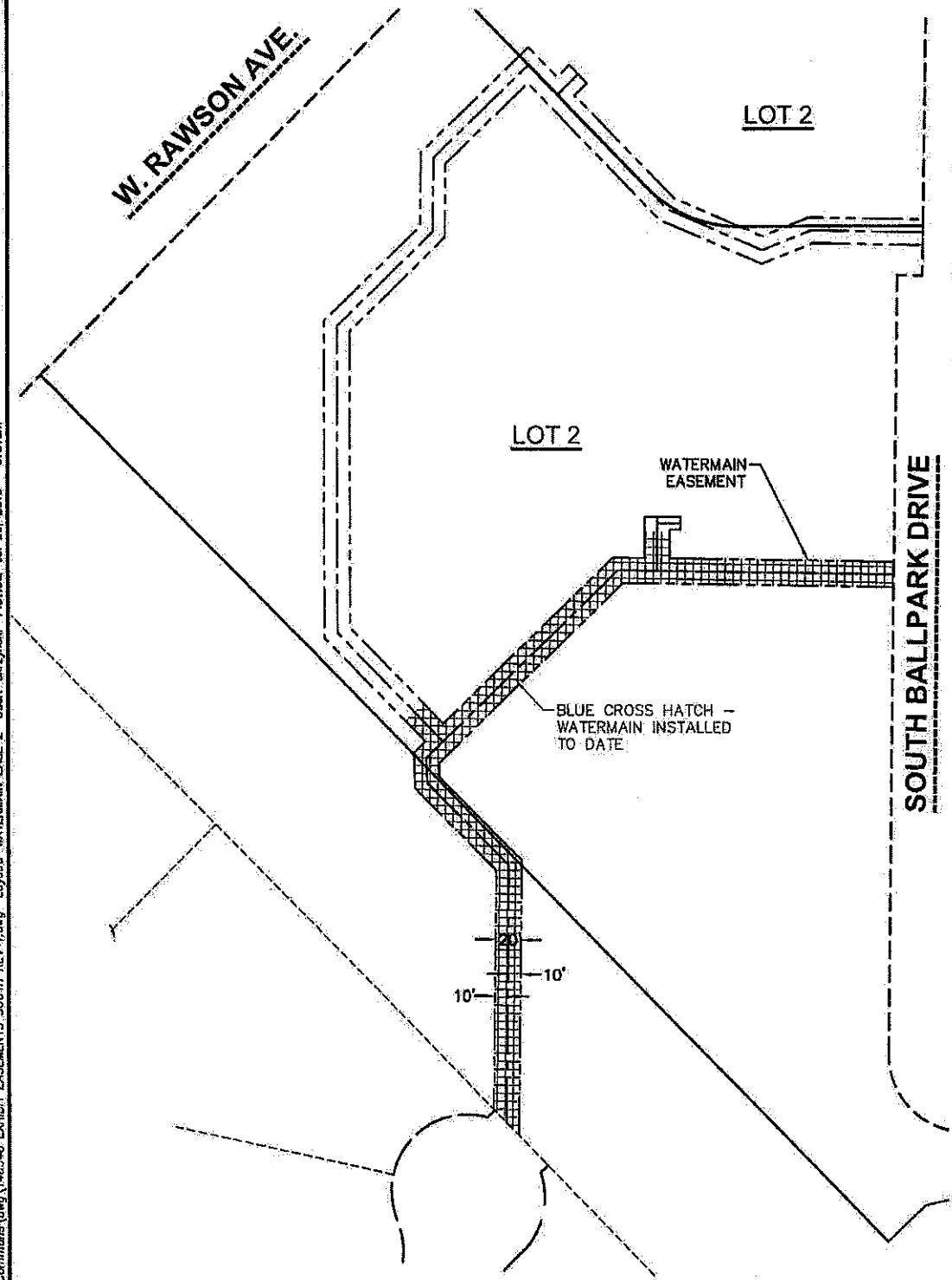
CHECKED BY: AWW

APPROVED BY: JJJ



EASEMENT EXHIBIT

PART OF LOTS 2 OF CERTIFIED SURVEY MAP NO. 9078 AND PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. _____, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



EASEMENT EXHIBIT WATERMAIN EASEMENT

PREPARED BY:

JSD Professional Services, Inc.
Engineers • Surveyors • Planners

4230 W1010 BUSSE ROAD,
SUITE 100
MILWAUKEE, WISCONSIN 53160
PHONE: (262) 913-0988

PREPARED FOR:

VELO VILLAGE APTS.
MANDEL GROUP, INC.
330 E. KILBOURN AVE.
MILWAUKEE, WI 53202

PROJECT NO: 14-8548

FILE NO: B-8

FIELDBOOK/PG: -

SHEET NO: 1 OF 2

SURVEYED BY: JSD

DRAWN BY: DHS

CHECKED BY: AWW

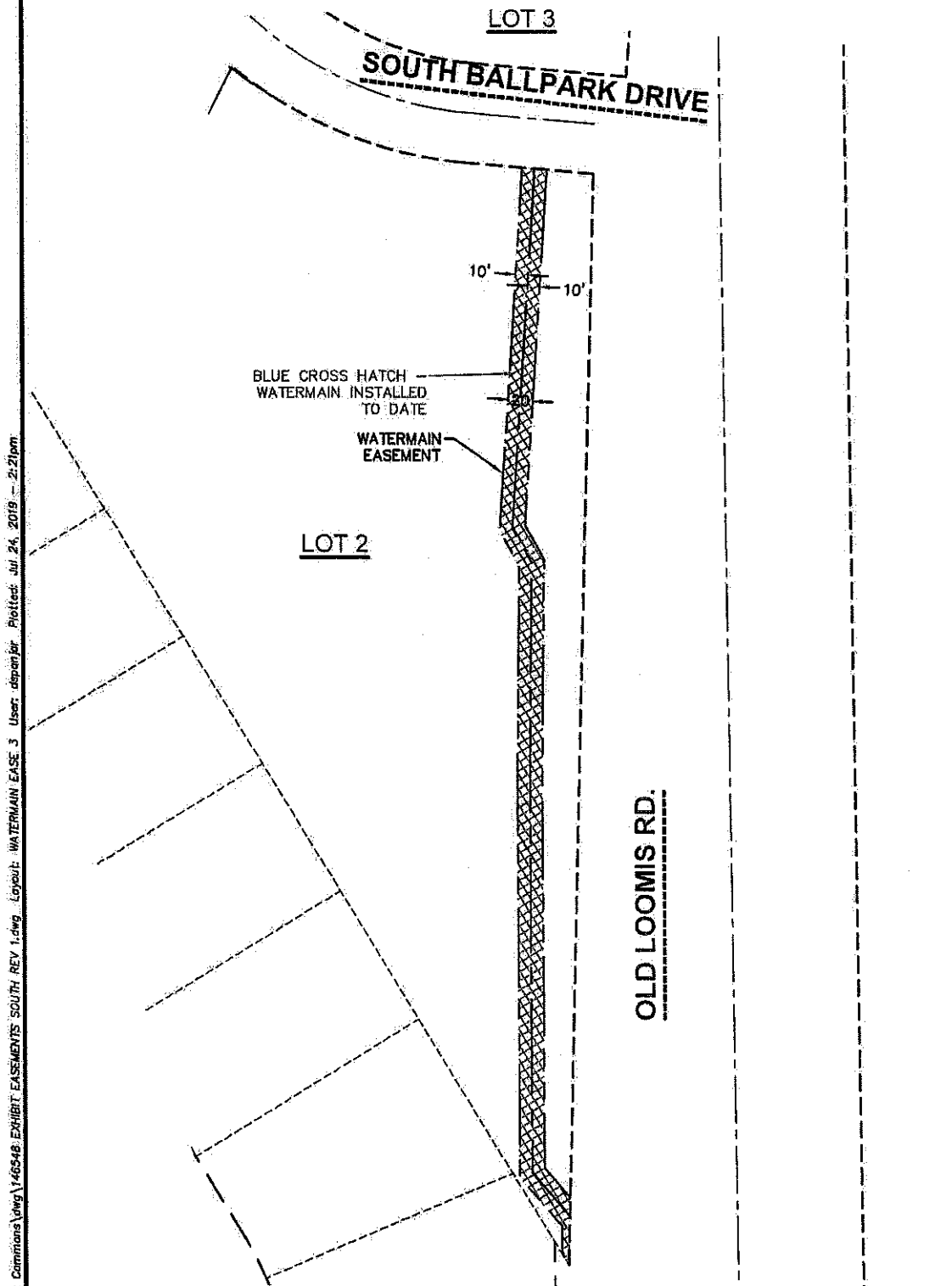
APPROVED BY: JJJ



0 50' 100'
SCALE: 1" = 100'

EASEMENT EXHIBIT

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9042, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



File: R:\2014\1425548 Ballpark Commons\dwg\146548 EXHIBIT EASEMENTS SOUTH REV 1.dwg Layout: WATERMAIN EASE 3 User: dpenjbr Plotted: Jul 24, 2019 - 2:21pm

EASEMENT EXHIBIT

WATERMAIN EASEMENT

PREPARED BY:

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

4236 W1010 BUSSE ROAD,
SUITE 100
WILKESHA, WISCONSIN 53188
PHONE: (262)513-0888

PREPARED FOR:

VELO VILLAGE APTS.
MANDEL GROUP, INC.
330 E. KILBOURN AVE.
MILWAUKEE, WI 53202

PROJECT NO: 14-8548

FILE NO: B-*

FIELDBOOK/PC: -

SHEET NO: 1 OF 2

SURVEYED BY: JSD

DRAWN BY: DHS

CHECKED BY: AWW

APPROVED BY: JLJ



0 50' 100'

SCALE: 1" = 100'

SANITARY SEWER EASEMENT

Velo Village Apartments at Ballpark Commons
7125, 7165, 7195 and 7235 South Ballpark Drive
Franklin, WI
754-9002-000

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and ZIM-MAR PROPERTIES, LLC, a Wisconsin limited liability company, with an address of 510 W. Kilbourn Avenue, Second Floor, Milwaukee, WI 53203 as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the Property, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: an underground sanitary sewer and associated manholes, all as shown on the plan attached hereto as Exhibit "B".

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement to build, construct and/or operate, maintain, repair, reconstruct and inspect, as may become applicable, the Facilities, in, upon and across that portion of the property in that part of the Northwest $\frac{1}{4}$ and Northeast $\frac{1}{4}$ of Section Nine (9), Township Five (5), North, Range Twenty-one (21) East", in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns as owners).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. The City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or

employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing, landscaping, fencing and dog park improvements may be constructed, installed, planted or placed within the Easement Area. The City acknowledges any structures or improvements placed within the limits of the Easement Area of the type as identified on any engineering or construction plans approved by the City from time to time are specifically permitted and allowed within the limits of the Easement Area in compliance with this Easement.
4. That, in connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area caused by such construction. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or wrongful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage, provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence.
5. That no charges will be made against the Property for the cost of maintenance or operation of said Facilities in the Property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facilities, the regular and customary service connection charge in effect at the time of the application may be charged and paid. The City shall not allow liens to be placed on the Easement Area and shall satisfy any lien placed of record due to the City's activities within ten (10) days after receiving notice of the filing of such lien. The Grantor shall be responsible for the routine maintenance of the surface of the Easement Area.
6. The Facilities shall be accessible for maintenance by the City at all times upon reasonable advance notice to the Grantor, except in the event of an emergency, in which case notice shall be provided as reasonably possible. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.

9. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns. This easement shall be binding upon and inure to the benefit of the Grantor, the City and their respective successors and assigns, it being the intent that all of the covenants hereunder shall be "covenants running with the land."
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. This Easement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and same instrument.

(Signatures follow on next pages)

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

ON THIS DATE OF: _____, 2019

GRANTOR:

Zim-Mar Properties, LLC

By: _____
Michael E. Zimmerman, Co-Manager

By: _____
Greg Marso, Co-Manager

STATE OF _____
SS

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 2019, the above named Michael E. Zimmerman, the co-manager of Zim-Mar Properties, LLC to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.

NOTARY PUBLIC _____

My commission expires _____

STATE OF _____
SS

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 2019, the above named Greg Marso, the co-manager of Zim-Mar Properties, LLC to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.

NOTARY PUBLIC _____

My commission expires _____

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF _____

ss

COUNTY OF _____

On this _____ day of _____ 2019, before me personally appeared Stephen R. Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority and pursuant to Resolution File No. _____ adopted by its Common Council on _____, 20____

Notary Public
My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Manager of Franklin Municipal Water Utility

Date: _____

Approved as to form only

City Attorney

Date: _____

MORTGAGE HOLDER CONSENT

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

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

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)

SS
COUNTY OF MILWAUKEE)

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

Name: _____

Notary Public _____

State of _____

County of _____

My commission: _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Date: _____

City Engineer

Approved as to form only

Date: _____

City Attorney

Exhibit A

(Description of the Property)

Lot 2 of Certified Survey Map No. 9042 recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 14, 2018, as Document No. 10785127, being a part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Exhibit B

(Depiction of the Facilities)

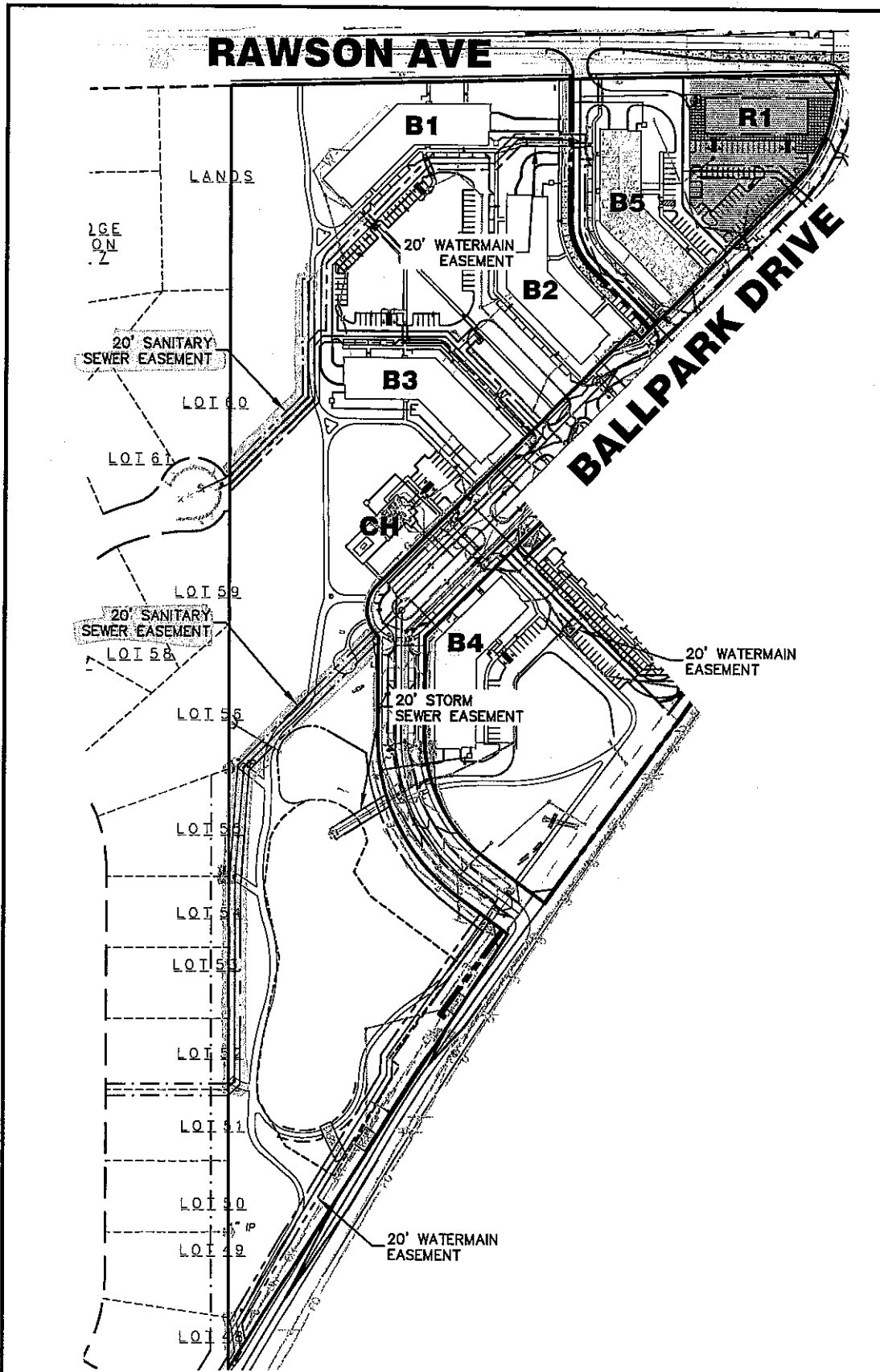


EXHIBIT B
VELO VILLAGE UTILITY EASEMENTS


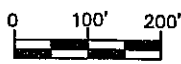
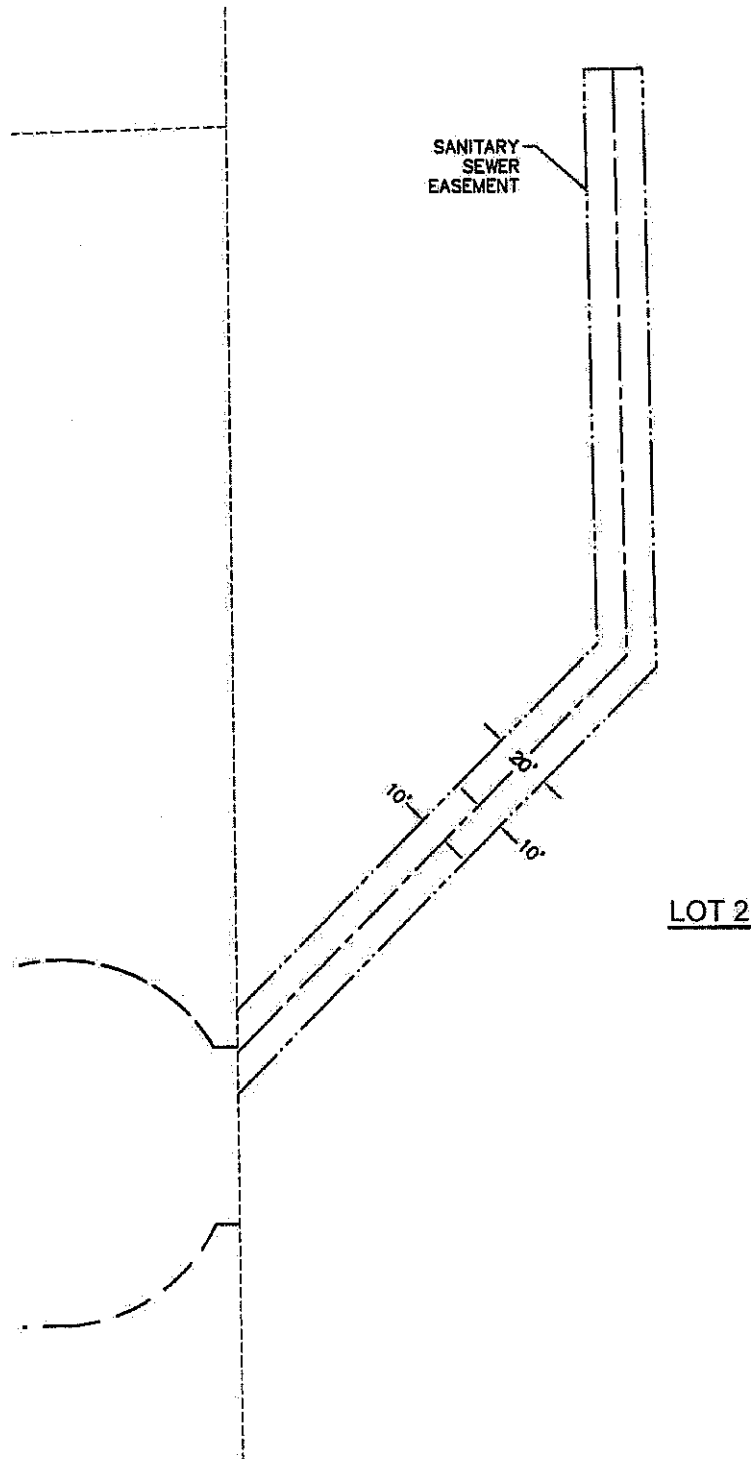
PREPARED BY: JSD Professional Services, Inc. <small>"Engineers • Surveyors • Planners"</small> N228 W1510 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53188 PHONE: (262) 513-0666	PREPARED FOR: VELO VILLAGE APTS. MANDEL GROUP, INC. 330 E. KILBOURN AVE. MILWAUKEE, WI 53202	PROJECT NO: 14-6548 FILE NO: B- FIELDBOOK/Pg: - SHEET NO: 1 OF 1	SURVEYED BY: JSD DRAWN BY: DHS CHECKED BY: AWW APPROVED BY: JLJ	<div align="center">  north  SCALE: 1" = 200' </div>
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Exhibit C

(Description of Easement Area)

EASEMENT EXHIBIT

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9042, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



EASEMENT EXHIBIT

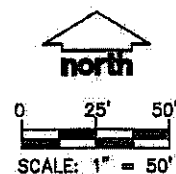
SANITARY SEWER EASEMENT

PREPARED BY:
ISD Professional Services, Inc.
Engineers • Surveyors • Planners
4230 W1610 BUSSE ROAD,
SUITE 100
MILWAUKEE, WISCONSIN 53188
PHONE: (262) 513-0886

PREPARED FOR:
VELO VILLAGE APTS.
MANDEL GROUP, INC
330 E. KILBOURN AVE.
MILWAUKEE, WI 53202

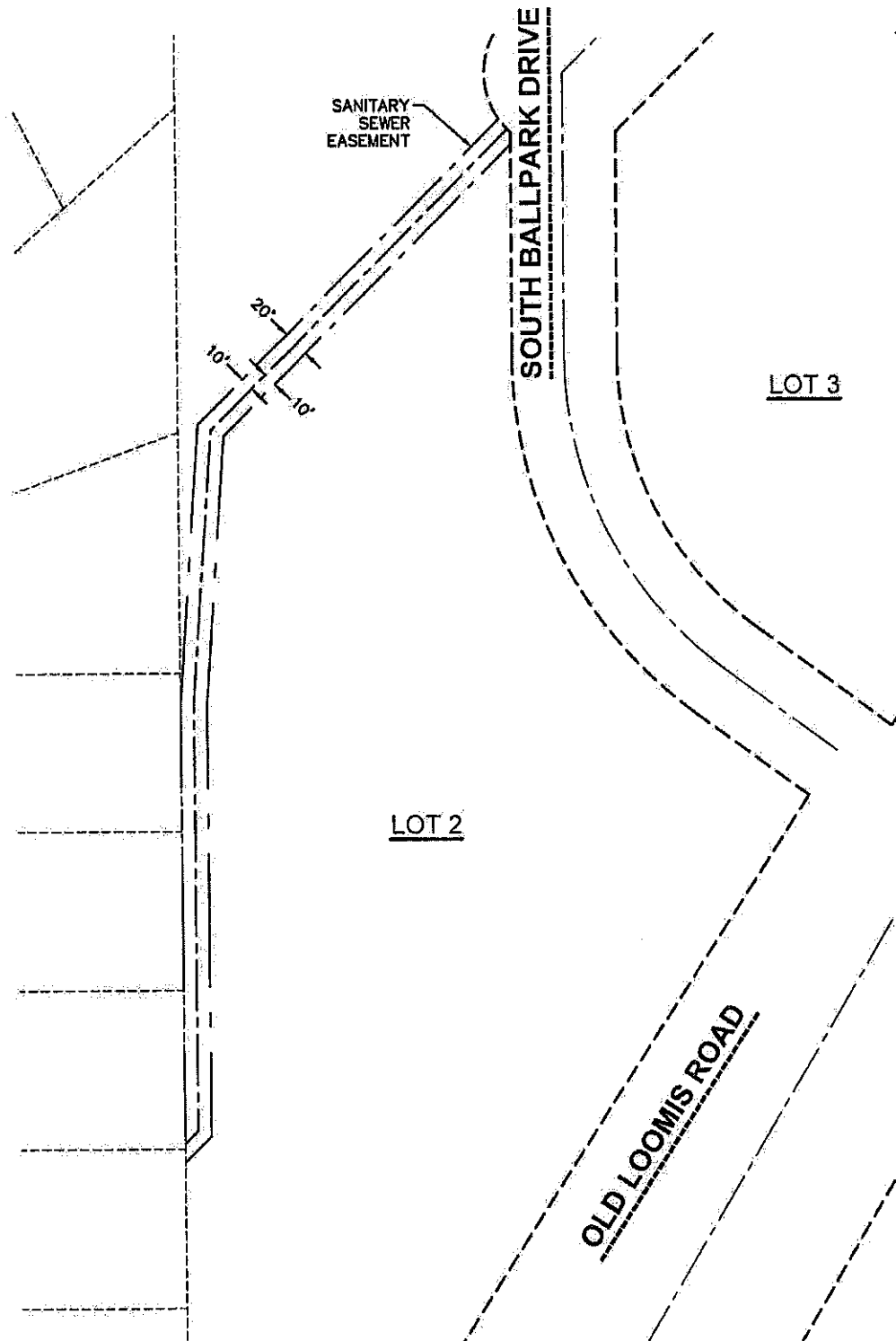
PROJECT NO: 14-6548
FILE NO: B-0
FIELDBOOK/PG: -
SHEET NO: 1 OF 2

SURVEYED BY: JSD
DRAWN BY: DHS
CHECKED BY: AWW
APPROVED BY: J.L.



EASEMENT EXHIBIT

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9042, BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



EASEMENT EXHIBIT

SANITARY SEWER EASEMENT

PREPARED BY:
JSD Professional Services, Inc.
Engineers • Surveyors • Planners
4236 W1810 BUSSE ROAD,
SUITE 100
MILWAUKEE, WISCONSIN 53160
PHONE: (262) 513-0868

PREPARED FOR:
VELO VILLAGE APTS.
MANDEL GROUP, INC
330 E. KILBOURN AVE.
MILWAUKEE, WI 53202

PROJECT NO: 14-6548
FILE NO: B-4
FIELDBOOK/PG: -
SHEET NO: 1 OF 2

SURVEYED BY: JSD
DRAWN BY: DHS
CHECKED BY: AWW
APPROVED BY: J.L.J.



0 50' 100'
SCALE: 1" = 100'

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 6, 2019
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute a Termination of Proposed CSM Easements (Velo Village at Ballpark Commons property) (Zim-Mar Properties, LLC, Owner)	ITEM NUMBER <i>G. 10.</i>

Annexed hereto are a copy of the Termination of Proposed CSM Easements and a resolution to authorize City execution of same. The purposes and reasons for such action are stated within the documents.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute a Termination of Proposed CSM Easements (Velo Village at Ballpark Commons property) (Zim-Mar Properties, LLC, Owner).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2019-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
TERMINATION OF PROPOSED CSM EASEMENTS
(VELO VILLAGE AT BALLPARK COMMONS PROPERTY)
(ZIM-MAR PROPERTIES, LLC, OWNER)

WHEREAS, two previously approved certified survey maps for property within the Ballpark Commons development include depictions/descriptions of certain 'proposed' or 'existing' easements to provide for landscape bufferyards, water mains, sanitary sewers, conservation, storm sewers, stormwater management, vision corner triangles, shared access and other similar matters; and

WHEREAS, in the development process, certain depictions/descriptions have changed in part and/or become more accurate, and have been the subject of independent easements approved by the Common Council; and

WHEREAS, under the aforesaid circumstances, in acknowledgement of those more specific grants recorded between the City and Owner, it is reasonable now to terminate and release each of the proposed easements.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Termination of Proposed CSM Easements, in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to execute and deliver such agreement.

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Termination of Proposed CSM Easements in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

RESOLUTION NO. 2019-_____

Page 2

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Termination of Proposed CSM Easements

Document Number

This Termination of Proposed CSM Easements (this "**Termination**") is made as of _____, 2019, by the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin (the "**City**").

WHEREAS, ZIM-MAR PROPERTIES, LLC, a Wisconsin limited liability company ("**Owner**") is the owner and holder of record title to certain real property as more particularly described on Exhibit "A" which is attached hereto and incorporated herein (the "**Property**");

WHEREAS, in order to subdivide the Property for purposes of Owner's planned development, Owner caused the Property to be submitted to (1) that certain Certified Survey Map No. 9078, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 16, 2018, as Document No. 10820171 and (2) that certain Certified Survey Map No. 9042 recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 14, 2018, as Document No. 10785127 (collectively, the "**CSMs**") requiring certain approvals by the City in accordance with Wis. Stats. Chapter 236;

WHEREAS, in connection with such approvals, the City required such CSMs include and depict certain 'proposed' or 'existing' easements (without reference to recorded document number) to provide for landscape bufferyards, water mains, sanitary sewers, conservation, storm sewers, stormwater management, vision corner triangles, shared access and other similar matters (the "**Proposed Easements**") which burden the Property;

WHEREAS, the City and Owner have agreed upon and entered into independent agreements granting such easements for the benefit of the City on the terms and conditions as more particularly set forth in such agreements; and

WHEREAS, in acknowledgement of those more specific grants recorded between the City and Owner, the City now desires to terminate and release each of the Proposed Easements as more particularly set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual terms and conditions contained herein, and the grant of the specific easement agreements referenced above, the receipt and sufficiency of which are hereby acknowledged, the City hereby agrees and acknowledges that the Proposed Easements set forth on the CSMs shall be hereby terminated, released and shall be of no further force and effect.

Recording Area

Name and Return Address

City of Franklin
c/o City Clerk
9229 West Loomis Road
Franklin, Wisconsin 53132

Part of 754-9001-000; 754-9002-000; 754-9008-000

Parcel Identification Number (PIN)

This document was drafted by Candace D. Berg, Esq., c/o Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

IN WITNESS WHEREOF, the City has set its hands and seal on date set forth above.

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
 SS
COUNTY OF MILWAUKEE)

On this _____ day of _____, 2019, before me personally appeared Stephen R. Olson and Sandra L. Wesolowski, who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority and pursuant to resolution file No. _____ adopted by its Common Council on _____, 2019.

NOTARY PUBLIC
My commission expires _____

Approved as to contents
Date:

City Engineer

Approved as to form only
Date:

City Attorney


Exhibit A

Description of the Property

Lot 3 of Certified Survey Map No. 9078, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 16, 2018, as Document No. 10820171, being a redivision of Lots 3 and 4 of Certified Survey Map 9042 and lands in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Town 5 North, Range 21 East. Said land being in the City of Franklin, Milwaukee County, State of Wisconsin.

Lot 2 of Certified Survey Map No. 9042 recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 14, 2018, as Document No. 10785127, being a part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Lot 2 of Certified Survey Map No. _____ recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on _____, 2019, as Document No. _____, being a redivision of Lot 1 of Certified Survey Map No. 9042, being part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/6/2019
REPORTS & RECOMMENDATIONS	Public School District Request for Exemption from Municipal Impact Fees	ITEM NUMBER G. 11.

At the Common Council Meeting of July 16, 2019, the Common Council received a request from Dr. Judy Mueller, District Administrator, and Mr. James Milzer, Director of Business Services, on behalf of the Franklin Public Schools requesting that the City of Franklin amend its municipal code to provide for an exemption from municipal impact fees for public school districts. The letter was referred to staff, and a copy is attached hereto for convenience. The purpose of this council action sheet is to provide background and context for the Common Council to provide direction as to further action, if any.

This topic was previously considered by the Common Council. At its meeting of November 5, 2013, the Common Council approved a resolution "directing staff to investigate and prepare an ordinance exempting public school districts from subjection to city-imposed impact fees as set forth in section 92-9 of the Municipal Code." Resolution 2013-6924, which is attached for your convenience, was unanimously approved.

Adopting the resolution established a requirement that a Public Facilities Needs Assessment be prepared pursuant to §66.0617(4) of the Wisconsin Statutes and that a draft ordinance be prepared. The Needs Assessment and ordinance were then subject to a public hearing. A copy of each is attached. (Note: The Needs Assessment and ordinance also addressed a separate impact fee issue not related to the school districts which was ultimately passed.)

The public hearing was held on January 7, 2014, and there was significant discussion and input provided at the public hearing. The portion of the ordinance related to this topic was laid over for the purpose of gathering additional information. The Council Action sheet from the January 21, 2014 Council meeting, which is attached for your convenience, provided the additional information requested. The Council was also provided a copy of a letter from the then Superintendent of the Franklin Public Schools supporting adoption (attached).

At the meeting of January 21, 2014, a motion to adopt an ordinance amendment that would exempt public school projects from municipal impact fees failed to receive a second. As such, no action was taken, the municipal code was not amended, and public school systems remain subject to the City's municipal impact fees.

If the Common Council wants to consider an amendment at this time, the statutorily-required steps must still be followed. The Public Facility Needs Assessment would need to be updated and, the ordinance amendment would need to be prepared, both of which should be relatively easy given the work previously completed. A quick review of state statutes would occur to confirm no changes

occurred that impact this topic (none are expected). After the documents were again completed, a public hearing would need to be noticed with the required 20-day notice period. Thereafter, the Common Council could consider adoption of the ordinance.

The following impact fee payments remain outstanding for the current school construction project. These fees were calculated based on the net addition of 13 new full-time staff and 87,420 square feet of new building area.

Park	N/A
Fire Protection	\$14,424.30
Law Enforcement	\$26,488.26
Library	N/A
Transportation	\$30,422.16
Water	\$18,248.00
Administrative Fee	<u>\$480.70</u>
TOTAL IMPACT FEES	\$90,063.42

Normally impact fees are paid prior to issuance of a building permit. The School District, however, was allowed to commence construction but were informed that the fees must be paid prior to occupancy. This was an administrative determination made at the time, not specifically provided for in the ordinance, to help ensure that our permit approval process requirements didn't keep the school district from finishing the school by the start of the school year. As such, the fees noted above remain due prior to occupancy of the school. It is worth noting that the ordinance previously not approved in 2014 did have a retroactive implementation date which would have resulted in the refunding of the impact fees that had been paid by the Franklin School District just prior to that time. Given the timing required for a public hearing notice, such an approach would have to be followed again should the Common Council wish to consider such an exemption.

Alternatively, the Council might consider authorizing a continuation of the deferral of the payment pending resolution on consideration of the ordinance (should the Council direct staff to undertake such steps). Note, however, that an allowance for continued deferral would take away the City's leverage in ensuring payment since occupancy would already have been granted, even if it were granted under a conditional occupancy permit, which would be the case if any fees related to the permit remained unpaid.

Action Options:

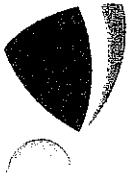
- 1) No action is required by the Common Council should they wish to retain the status quo.
- 2) If the Common Council wants to consider exempting schools districts from impact fees, the Common Council should direct staff to proceed with the same implementation steps previously considered in 2014.

The motion, for example, could be as follows: "A motion directing staff to investigate and prepare an ordinance exempting public school districts from subjection to City-imposed impact fees as set forth in Section 92-9 of the Municipal Code, including preparing a public facility needs assessment and holding a public hearing."

3) If the Common Council wanted to provide for a continued deferral of payment pending resolution on a potential ordinance change, the following would be added to the motion listed above in #2: "and authorizing continued deferral of payment of impact fees on the new Forest Park Middle School pending final resolution on the proposed ordinance with such deferral subject to issuance of only a conditional occupancy permit until such matter is resolved or such fees are paid."

COUNCIL ACTION REQUESTED

As determined by the Common Council.



FRANKLIN

PUBLIC SCHOOLS

2019 JUL -1 AM 11:14

To: Mayor Steve Olson
City of Franklin, Wisconsin

From: Dr. Judy Mueller, District Administrator, Franklin Public Schools
Mr. James Milzer, Director of Business Services, Franklin Public Schools

Date: June 28, 2019

The Franklin Public School District, as a taxing entity authorized by state statute, is requesting that the City of Franklin Common Council revise Section 92-9 of the municipal code pertaining to "Impact Fees" to extend the same impact fee exemption to public school districts as it does for all other taxing entities.

Chapter 92 by its definition of Institutional Development, exempts from impact fees, construction or modifications of improvements to real property by the United States, the State of Wisconsin, Milwaukee County, and the City of Franklin. All of these are governmental entities as is the Franklin Public School District. However, the school district is the only one that is not exempted. This inequity must be corrected by including the school district in this list.

Looking back at the history of this issue, in 1992 the Franklin Public Schools participated as a member of the Impact Fee Task Force. The Task Force was dealing with a specific problem. Residential growth was occurring so fast, and the timing of tax assessments on new homes was such that the new residents could enjoy many city services prior to paying property taxes. According to Bruce Kaniewski, AICP, who was the City Planner at the time, in his report entitled, Housing Diversity in Franklin, Wisconsin, he indicates that "impact fees were created in the city to offset the costs of providing additional capital improvements for the rapid residential growth, therefore lowering the cost impact of the growth upon the existing residential property owners, especially the reasonably priced homes in the city." The Franklin Public School District was affected the most by this development because, "the Franklin Public Schools attendance area was receiving the great majority of new housing starts with new children to educate without the benefit of a substantial non-residential tax base." At the time, "a \$2,000 per new single-family home impact fee was adopted for school capital improvements." However, the school district never collected any impact fee revenue as the State of Wisconsin decided that there was no impact to school districts from residential growth and essentially outlawed the collection of impact fees for school districts. How did we go from a City Task Force calculating that the school district shouldered the largest burden of the impact from residential growth, to the Franklin Public Schools being charged an impact fee for replacing an aging school?

At its most basic concept, municipal taxes are collected from all property owners to pay for all services provided by the city. School districts are tax exempt by state statute and similar to the city, do not pay taxes to any other taxing entity. The impact fee ordinance has lost its focus on taking care of the specific situation of rapid residential development to assigning blame for all additional costs to the city. Is the school district to blame for having additional students, or is the city to blame for allowing the development of all these new houses with additional children, or is the state to blame for not allowing the city to regulate growth? It becomes very complex when trying to figure out the root cause of the costs. Regardless, the city will continue to grow, and with the addition of residential impact fees, the tax base should be able to support the growth of the school district.



FRANKLIN

PUBLIC SCHOOLS

Looking at the specific impact fees that the city has asked the school district to pay, it is impossible to imagine that replacing an aging middle school with a new one would cost the city \$90,063.42. This includes \$30,422.16 for transportation although no new roads were needed. \$14,424.30 for fire protection although the new building by virtue of the fire protection, materials used in construction, and the design, is much less susceptible to fire than the old building. \$26,488.26 for law enforcement although there are no new buildings to respond to and the District currently pays the cost of a police officer that works in the high school and middle school. \$18,248 for water although the District paid for the water line to the school and pays the cost of the water that is used.

The last time that the Common Council considered exempting school districts from the impact fees from which it exempts all other taxing entities, the question of democracy was raised. The opinion was put forth by a citizen that it was not democratic for school districts to be exempt from impact fees like other taxing entities because there are multiple school district's within the city and some citizens do not get to vote on school referendums. Let's think about this concept. In a democracy, we elect representatives that make decisions which impact all the citizens but not necessarily equally. If the common council decides to make a repair to a road in a neighborhood on the west side of the city, the people on the east side may never use that road, but they paid for it in their taxes. Just because school districts must by law, hold referendums, is no reason to treat those decisions any differently than when the common council decides to expend funds without a referendum. It is true that municipal boundaries do not always match those of school districts and that this creates some unique situations. Take for example the City of Franklin residents that live in the Oak Creek-Franklin School District. It has been suggested that they should not pay for any cost the city incurs related to the Franklin Public Schools even though it is part of the city that they live in. Consider though, that those residents can vote to approve a referendum for the Oak Creek-Franklin School District and yet they do not pay taxes to the City of Oak Creek where the development takes place and where the impact of the school construction, if any, would be incurred. Essentially they can approve the referendum but not pay for the infrastructure costs if there are any. This is why city services should be paid for by all of the citizens within the city boundaries.

Our national and state democracies have created school districts which the elected representatives have made tax exempt. This was done because the school districts provide services to the community and are meant to be supported by the community. The truth is that in our democracy we do not get to decide individually which services we would like to pay for or only pay for the services we use. As an example, if we do not use the state park system, we still have to pay for it in our state taxes. All citizens of a city pay taxes for the services that the city provides regardless of whether or not they use those services. Our democracy is built on electing representatives that decide on the services that will be provided, and then collecting the funds to pay for those services that provide for the greater good.

In summary, the Franklin Public Schools is a tax exempt entity that provides for the greater good in the City of Franklin and it should be exempt from impact fees.

RESOLUTION NO. 2013-6924

A RESOLUTION DIRECTING STAFF TO INVESTIGATE AND PREPARE AN ORDINANCE
EXEMPTING PUBLIC SCHOOL DISTRICTS FROM SUBJECTION TO CITY-IMPOSED IMPACT
FEES AS SET FORTH IN SECTION 92-9 OF THE MUNICIPAL CODE

WHEREAS, the City of Franklin previously adopted Impact Fees related to park, playground, and other recreational facilities; fire protection and emergency medical facilities; law enforcement facilities; transportation facilities; and the Southwest Sanitary Sewer Service Area extension facilities that require developers to pay for the capital costs that are necessary to accommodate land development; and

WHEREAS, public school districts function similar to units of local government having the ability to levy property taxes and requiring the election of resident citizens to serve on the School Board and other units of government, specifically the United States, the State of Wisconsin, Milwaukee County, and the City of Franklin are exempted by local definition from paying such impact fees as may apply to institutional development; and

WHEREAS, any impact fee charged to a public school district would effectively be passed through to all of the property tax payers of the district thereby diluting the intended application of such fees upon developers, and, similarly, those land developers which cause growth and development of the public school district are already subject to impact fees through application of residential development impact fee rates; and

WHEREAS, a public school district may appeal the imposition or amount of imposition of an impact fee but failure to appeal or differences in the conclusions of such appeals could lead to inconsistent application of impact fees upon development by public school districts, which development should all be treated in a similar manner.

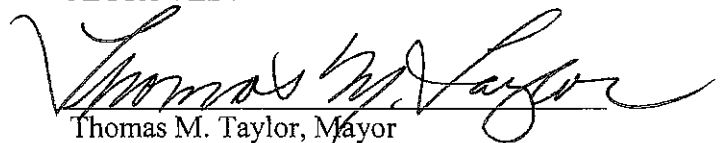
NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Franklin does hereby direct the Director of Administration, with the advice and direction of the City Attorney, to prepare an ordinance revision to Section 92-9 "Impact Fees" to provide for exemption of public school districts from application of impact fees applicable to institutional or non-residential development.

BE IT FURTHER RESOLVED that, unless otherwise restricted by law, such ordinance shall be retroactive to January 1, 2013, and shall provide that or allow for any such applicable impact fees collected since that date from or on behalf of a public school district be refunded.

Introduced at a regular meeting of the Common Council of the City of Franklin this 5th day of November, 2013 by Alderman Skowronski

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 5th day of November, 2013.

APPROVED:


Thomas M. Taylor, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

**AMENDMENT TO THE 2002
IMPACT FEE STUDY
&
THE 2004 IMPACT FEE UPDATE
-
DECEMBER 2013**

**CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN**

Prepared By:
Department of Administration,
City of Franklin, Wisconsin

INTRODUCTION

“In 2002, the City of Franklin hired Ruekert & Mielke, Inc. to prepare a public facilities needs assessment and impact fee study (2002 Impact Fee Study) for the construction of law enforcement and municipal court facilities and fire protection and emergency medical facilities, as well as library, park and recreation, transportation system and water system facilities. The needs assessment was prepared during February and March of 2002 in accordance with Wisconsin Statutes 66.0617, formerly Wisconsin Statutes 66.55, and was presented to the City on April 16, 2002. The City held a public hearing on the proposed impact fee ordinance on May 7, 2002. On May 7, 2002, the City adopted the impact fee ordinance imposing total impact fees in the amount of \$3,809. Since then a 2004 amendment updated the law enforcement/municipal court, and fire protection and EMS impact fees. Within the 2004 update most of the analyses remained unchanged with the exception of the development projections, land use projections, and a few of the estimated project costs for the police and fire facilities.” [Excerpt from the “Amendment to the 2002 Impact Fee Study & The 2004 Impact Fee Update,” September 2013, as prepared by Ruekert & Mielke, Inc.”]

Additionally, in 2013 Ruekert & Mielke, Inc. prepared an “Amendment to the 2002 Impact Fee Study & The 2004 Impact Fee Update,” September 2013, which updated the original needs assessment to revise the land use, population, and development projections and which updated the park impact fee project lists, costs, and identified any new park projects or improvements that may be required due to new development. It then applied that revised information to an updated calculation of the parks, playgrounds, and other recreational facilities impact fee. The amendment was supplementary to and intended to be read in conjunction with the 2002 Impact Fee Study, and the 2004 amendment. The amendment acted as an updated public facility needs assessment for the Park and Recreation Facilities.

The purpose of this update is to address two items. First, addressed herein as Part 1, at the direction of the Common Council in accordance with Resolution 2013-6924, adopted November 5, 2013, the Common Council wishes to consider the exemption of public schools from application of each of the various impact fees. Second, addressed herein as Part 2, based upon the results of the 2013 amendment to the impact fee for parks, playgrounds, and other recreational facilities, it is reasonable to suspend for 2014 the annual increase in impact fee rates as provided for by §92-9 L of the Municipal Code of Franklin, Wisconsin. This amendment is supplementary to and intended to be read in conjunction with the 2002 Impact Fee Study and the 2004 and 2013 amendments. This amendment, in conjunction with the documents previously referenced, acts as an updated public facility needs assessment.

METHODOLOGY

“The public facilities needs assessment prepared in 2002 included the following, as required by Wisconsin Statutes 66.0617:

1. An inventory of existing public facilities including an identification of existing deficiencies in the quantity or quality of those public facilities, for which it was anticipated that an impact fee would be imposed.

2. An identification of new public facilities or improvements or expansions of existing public facilities that will be required because of new land development. The identification was based upon an explicitly identified level of service and standards.
 3. A detailed estimate of the capital costs of providing the new public facilities or improvements or expansion previously mentioned.
 4. A computation of the cost per capita of providing the new public facilities required because of new land development, and a recommended schedule of impact fees, including an estimate of the effect of imposing impact fees on the availability of affordable housing within the City.”
- [Excerpt from the “Amendment to the 2002 Impact Fee Study & The 2004 Impact Fee Update,” September 2013 as prepared by Ruekert & Mielke, Inc.”]

As noted in the introduction, the 2013 amendment updated such sections in relation to the parks, playgrounds, and other recreational facilities impact fee and calculated a new parks, playgrounds, and other recreational facilities impact fee. Specifically, the amendment noted that it “updated the original needs assessment to revise the land use, population and development projections and update the park impact fee project lists, costs and identify any new park projects or improvements that may be required due to new development.”

As such, this additional amendment to the 2002 Impact Fee Study and the 2004 Impact Fee Update, along with recommendations included in the September 2013 amendment, as adopted in October of 2013, incorporates all of the information required of a Public Facility Needs Assessment as identified in Wis. Stats 66.0617.

PART 1. EXEMPTION OF PUBLIC SCHOOLS FROM SUBJECTION TO IMPACT FEES.

As noted above, on November 5, 2013, the Common Council adopted Resolution No. 2013-6924, incorporated below, which directed that an ordinance be prepared for consideration to “provide for exemption of public school districts from application of impact fees applicable to institutional or non-residential development.”

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO. 2013-6924

A RESOLUTION DIRECTING STAFF TO INVESTIGATE AND PREPARE AN ORDINANCE EXEMPTING PUBLIC SCHOOL DISTRICTS FROM SUBJECTION TO CITY-IMPOSED IMPACT FEES AS SET FORTH IN SECTION 92-9 OF THE MUNICIPAL CODE

WHEREAS, the City of Franklin previously adopted Impact Fees related to park, playground, and other recreational facilities; fire protection and emergency medical facilities; law enforcement facilities; transportation facilities; and the Southwest Sanitary Sewer Service Area extension facilities that require developers to pay for the capital costs that are necessary to accommodate land development; and

WHEREAS, public school districts function similar to units of local government having the ability to levy property taxes and requiring the election of resident citizens to serve on the School Board and other units of government, specifically the United States, the State of Wisconsin, Milwaukee County, and the City of Franklin are exempted by local definition from paying such impact fees as may apply to institutional development; and

WHEREAS, any impact fee charged to a public school district would effectively be passed through to all of the property tax payers of the district thereby diluting the intended application of such fees upon developers, and, similarly, those land developers which cause growth and development of the public school district are already subject to impact fees through application of residential development impact fee rates; and

WHEREAS, a public school district may appeal the imposition or amount of imposition of an impact fee but failure to appeal or differences in the conclusions of such appeals could lead to inconsistent application of impact fees upon development by public school districts, which development should all be treated in a similar manner.

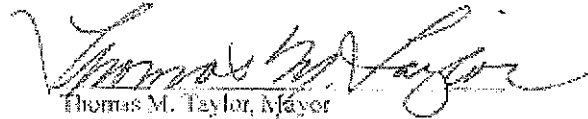
NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Franklin does hereby direct the Director of Administration, with the advice and direction of the City Attorney, to prepare an ordinance revision to Section 92-9 "Impact Fees" to provide for exemption of public school districts from application of impact fees applicable to institutional or non-residential development.

BE IT FURTHER RESOLVED that, unless otherwise restricted by law, such ordinance shall be retroactive to January 1, 2013, and shall provide that or allow for any such applicable impact fees collected since that date from or on behalf of a public school district be refunded.

Introduced at a regular meeting of the Common Council of the City of Franklin this 5th day of November, 2013 by Alderman Skowronski

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 5th day of November, 2013.

APPROVED:


Thomas M. Taylor, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

Based on communication from Ruckert & Mielke, the City's impact fees, as currently established and applicable on a non-residential or institutional development basis, would be applied to schools "expanding for growth of student population." They noted that "if they are performing a renovation project to improve an older school or replace an outdated school this school would not be subject to impact fee charges unless there is an enlargement in student population or staff."

Upon inquiry, however, Ruckert & Mielke did not indicate that they specifically anticipated impact fee revenue to be generated by new public school development. A review of the 2002 Impact Fee Study does show that the "Governmental and Institutional" land use category is considered relative to existing and planned land uses and construction of additional floor area. This category specifically notes that it "Includes Institutional District." This distinction is relevant because the Institutional District has a broad range of facilities that are considered permitted or special uses within the district.

Section 15-3.0312 I-1 of the Unified Development Ordinance indicates that the "Institutional District is intended to: 1. Eliminate the ambiguity of maintaining, in unrelated use districts, areas which are under public or public-related ownership and where the use for public, or quasi-public

purpose, is anticipated to be permanent.” As noted above, however, the district is not limited to such uses, the Institutional District has a broad range of facilities that are permitted or special uses including, but not limited to, the following: utilities, lumber yards, hardware stores, nurseries, gift shops, funeral services, dance studios, theatrical producers and services, various health care services and facilities, and convenience stores (Per Table 15-3.0603 of the Unified Development Ordinance). Additionally schools, governmental buildings, religious organizations, and libraries are included as permitted or special uses in this district. As a conclusion, it is easy to see that construction of additional square footage of floor space in the Institutional District, as contemplated in the Impact Fee Study, does not limit itself to governmental buildings, churches, schools, and the like. The additional square footage of floor space includes all of these potential other permitted and special uses that could occur with the Institutional District and which would logically be subject to impact fees.

That being the case, it is reasonable to conclude that the Impact Fee Study did not specifically consider and incorporate anticipated revenue from development of public schools.

There is also a logical consideration for the exemption of public schools from consideration of the application of impact fees. As noted by the Common Council in Resolution 2013-6924, “any impact fee charged to a public school district would effectively be passed through to all of the property taxpayers of the district thereby diluting the intended application of such fees upon developers, and, similarly, those land developers which cause growth...” Therefore, the intended cost of new development is passed directly to those causing new development under the ordinance if public school development is exempted, provided such revenue is not anticipated. In such an instance, the impact fee rates will be set at levels necessary to generate the necessary impact fee revenue from only those to whom the fee directly applies. They would not be set at a reduced level that incorporates impact fee revenue paid indirectly by non-new-growth property taxpayers of the school district. It is worth noting repeating, therefore, that the current fees as previously set were not set too low, if schools are now exempted, because there is no evidence that the anticipated revenue levels specifically anticipated or included a revenue stream from public school development.

In addition to the logical argument presented above, public school district’s share a similarity with other organizations already excluded from City of Franklin impact fees levied on institutional development. Chapter 92 provides in the definition of “Institutional Development” that “The construction or modification of improvements to real property by the United States, the State of Wisconsin, Milwaukee County and the City of Franklin are not institutional development for the purposes of this section.” The reasoning for this exemption is not identified, but each of these entities obtains a substantial portion of its operating revenues through taxation. A characteristic a public school district shares, whereas most developers are not taxing bodies.

Given the above discussion, there is no basis to conclude that exclusion of public schools from application of the impact fees would impact the conclusions reported in the Impact Fee Study or its subsequent update or amendment. Additionally, at the time of the preparation of this amendment, no clear statutory prohibition against an exemption of public schools from application of an impact fee was identified by the City Attorney.

PART 2. SUSPEND, FOR 2014, THE ANNUAL INCREASE IN IMPACT FEE RATES.

Section §92-9 L. of the Municipal Code of Franklin provides that "The impact fees imposed under this section shall be increased annually at the rate of 5%, with the adjustment effective January 1 of each year." The ordinance does not specify the intent of this annual increase, but it is clearly understood from the historical record that this annual increase serves to ensure that the fee remains up-to-date with costs and inflationary factors that will impact the expenditure side of impact fee related projects.

As noted in the "Introduction" above, in 2013 Ruekert & Mielke, Inc. prepared an "Amendment to the 2002 Impact Fee Study & The 2004 Impact Fee Update," September 2013. That study updated the original needs assessment to revise the land use, population and development projections. It also updated the park impact fee project lists, costs and identified any new park projects or improvements that may be required due to new development. It then applied both sets of revised information to an updated calculation of the parks, playgrounds, and other recreational facilities impact fee. The end result after amendment to the ordinance was a reduction in the parks, playgrounds, and other recreational facilities impact fee from \$3,799 to \$2,816 per dwelling unit for single-family or two-family residential development and from \$2,534 to \$1,942 per dwelling unit for multi-family residential development.

Both sets of adjustments impacted the final rates as determined in the review of the parks, playgrounds, and other recreational facilities impact fee. Obviously the final calculated fee was impacted by the park development specific data and plans. The land use, population and development projections, however, will have broader implications across all the impact fee types included in Section §92-9 of the municipal code. An amendment to each of these sections is currently contracted for and underway with Ruekert & Mielke, Inc. The parks-related fee was simply accelerated due to a specific project need; otherwise all impact fee areas would have been addressed within one amendment.

The updating of the population projections, for example, "are extremely important in the calculation of impact fees as future development is one of the driving factors in the impact fee calculation." [Excerpt from the "Amendment to the 2002 Impact Fee Study & The 2004 Impact Fee Update," September 2013.] At the same time, the Common Council has an obligation to consider and determine that a proposed impact fee bears a rational relationship to the need for new, expanded and improved public facilities. Similarly, Section §92-9 L. of the Municipal Code anticipates that the Common Council needs to determine "that the amount of fees imposed continues to represent an equitable and reasonable apportionment of the cost of public improvements and requirements generated by land development." To that end, it provides further that "Upon such considerations and for such purpose, the Common Council may make reasonable adjustments to the amount of such fees..."

Given the requirements of the statute and the expectation that the Common Council may make reasonable adjustments to the amount of such fees and in consideration of the results incorporated into the "Amendment to the 2002 Impact Fee Study & The 2004 Impact Fee Update," September 2013, as prepared by Ruekert & Mielke, Inc., it is reasonable for the Common Council to conclude that the annual increase in the impact fee rates should be suspended for 2014.

The significant reduction in the park impact fee following the recent amendment suggests that it is possible that the remaining impact fee rates will experience a need for a reduction when the study is completed. The parks study, however, did not parse out the impact of each factor on the final rate adjustment. As such, one cannot conclude the degree to which the rate change was caused by adjustments to population, land use, and development rates; nor can one conclude exactly how other factors may influence the other impact fee rates. Even though a final determination cannot be reached until an amendment for the remaining impact fees is completed in early 2014, the parks impact fee amendment results are sufficient to warrant suspending the automatic annual increase in rates pending the final results of the outstanding study. In this regard it is more reasonable to err on the side of undercharging for a brief period than it is to increase the rate on January 1st only to, potentially, reduce it shortly thereafter.


In fact, in the "Amendment to the 2002 Impact Fee Study & The 2004 Impact Fee Update," September 2013, Ruekert & Mielke notes that "the City and R/M came to an agreement that all future yearly fee escalations shall be based upon the Milwaukee CPI (Consumer Price Index)." Ruekert & Mielke suggested this course of action as a step in ensuring that "the most proper and justifiable impact fee is still in place" going forward. The park impact fee rate, therefore, was already set anticipating a lower annual rate increase than the 5% currently established in the municipal code.

In conclusion, pending completion of the impact fee review currently underway, the results of the park, playgrounds, and other recreational facilities impact fee amendment should be headed, and the annual increase in impact fee rates should be suspended for 2014.

IMPACT ON AFFORDABLE HOUSING

The exemption of public schools from application of impact fees will not impact housing affordability from that as discussed in the prior study, update, or amendment because, as discussed above, it should have no impact on the impact fee rates themselves.

The suspension of the annual, automatic 5% rate increase will not negatively impact housing affordability from that as discussed in the prior study, update, or amendment because, as discussed above and for the same reason as referenced in the "Amendment to the 2002 Impact Fee Study & The 2004 Impact Fee Update," September 2013, proposing to eliminate the 2014 annual rate increase effectively decreases the 2014 fees and fee rates, and, as such, there should be no negative effect on housing affordability.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/21/2014
REPORTS & RECOMMENDATIONS	An Ordinance to Amend §92-9 of the Municipal Code Pertaining to Impact Fees for the Purpose of Exempting Public Schools from Application of Each of the Various Impact Fees	ITEM NUMBER 6.4.

This item was laid over from the Common Council meeting of January 7, 2014 for the purpose of gathering additional information. The following items address the requested information.

1. Dr. Patz indicates that "In the referendum process, after final design (for both questions on the referendum ballot) etc., an amount of \$50,000 was budgeted for building permit fees with the anticipation that those fees would be waived." In conversation he also noted that the District did not distinguish impact fees from plan review or construction permitting fees, all of which were treated as one issue.
2. Dr. Patz also indicated that "Impact fees were not something that the construction firm or architects have dealt with in any of their school projects.... \$50,000 was budgeted with the anticipation of fees being waived." He noted that the "Fee amount of \$50,000 was budgeted but was to be taken out of the project's total budget."
3. Bill Mielke clarified the position attributed to him relative to the legality of exempting schools from the application of impact fees. Mr. Mielke clarified that he had explained that the Wisconsin Statutes themselves did not have a provision that automatically exempted public schools or public buildings from the application of impact fees, nor do they specifically prohibit such an exemption. Mr. Mielke indicated that his statement, therefore, was intended to relay that a community must then provide for any such exemption within their local ordinance, providing that the municipality's attorney saw no obstacles under the law and further provided that such exemption continues to meet any tests or requirements of the law.
4. Following is the total amount of impact fees collected from the Franklin School District during 2013.

Franklin Public Schools Impact Fees Paid in 2013

Area		Auditorium & Classrooms	Concessions & Restroom	
Receipt No.		88338	87167	Total
4294	Water	44,325.00	3,940.00	48,265.00
4295	Transportation	20,061.00	921.00	20,982.00
4296	Fire	9,496.00	436.00	9,932.00
4297	Law Enforcement	17,453.00	801.00	18,254.00
TOTAL		\$91,335.00	\$6,098.00	\$97,433.00
4293	Admin	\$385.00	\$110.00	\$495.00

5. Each impact fee is calculated in accordance with the provisions of the ordinance. Per sections 92-9 D. (f), E. (f), and G. (f), the fire protection and emergency medical facilities, the law enforcement facilities, and the transportation facilities impact fees, respectively, are calculated for institutional development by multiplying the square foot of building space by the applicable annually adjusted rate per square foot. The water impact fee is generally calculated via two different methods of applying estimated average daily water usage, both of which are provided for in the ordinance (92-9 L. (2)(b)[1] and [2]). The numbers are compared as a double check of their validity. In this instance, the lower of the two was used. The park, playground and other recreational facilities impact fee only applies to residential dwelling units and was not charged in this instance. Please note that the "Admin Fee" is not actually an impact fee, it is a separate development fee established within the UDO intended to be used to provide funding for updating the impact fee studies, which is the reason we list it with impact fee charges and account for it in the Development Fund. Nonetheless, it is not an impact fee itself.

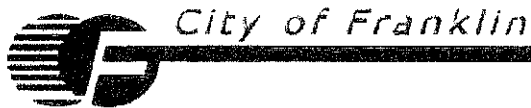
In addition to the requested information, the following information is provided on the public hearing comments. The public hearing raised a concern that might be perceived to not have been addressed within the report, namely that it is a matter of democracy and that the failure of a public school district to pay impact fees spreads that cost to residents of other school districts who had no say in the matter, thereby making such individuals, in some way, second-class citizens. This position is not a fair or accurate assessment of topic at hand because the argument has an inherent assumption which becomes its fatal, logical flaw. Arguing that exempting public schools spreads the cost of the fee to other residents presumes that the basis of the fee specifically anticipated revenue from school development projects in the first place. In reality, absent the basis of the rate calculation specifically anticipating impact fee revenue from public schools in its calculations, there is no revenue stream to replace – no cost to spread – if public schools are subsequently determined to be exempt. As noted in the report, "Ruekert & Mielke did not indicate that they specifically anticipated impact fee revenue to be generated by new public school development." As such, the information provided in the report makes it clear that the final rates previously calculated would not have changed had a public school exemption been in place prior to calculation of the rates. Therefore, there would be no spreading of the costs to others. The impact fee cannot spread to others what was not expected in the calculations in the first place. It is a fine, but important, distinction, but the result is that no second class citizens are created because no fee is being spread to other individuals by the action under consideration.

In fact, as noted in the report, the exact opposite is true. If impact fees are applied to public schools those impact fees would be passed through to all property taxpayers of the district, not just those who are the intended target of the impact fees under the ordinance and under the State Law. The report noted the following: "any impact fee charged to a public school district would effectively be passed through to all of the property taxpayers of the district thereby diluting the intended application of such fees upon developers, and, similarly, those land developers which cause growth..."

The attached ordinance has been revised to remove the language that was approved at the last meeting relative to suspending the automatic rate increase.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2014-____, "An Ordinance to Amend §92-9 of the Municipal Code Pertaining to Impact Fees for the Purpose of Exempting Public Schools from Application of Each of the Various Impact Fees".



STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

ORDINANCE NO. 2014-_____

AN ORDINANCE TO AMEND §92-9 OF THE MUNICIPAL CODE
PERTAINING TO IMPACT FEES FOR THE PURPOSE OF EXEMPTING PUBLIC SCHOOLS
FROM APPLICATION OF EACH OF THE VARIOUS IMPACT FEES

WHEREAS, the Common Council adopted Ordinance No. 95-1341, An Ordinance Establishing Impact Fees Upon Land Development, on April 25, 1995 and the Franklin Impact Fee Task Force Impact Fees Needs Assessment – 1995 Report to the Mayor and Common Council dated March 21, 1995 recommended the periodic review by the City of impact fees established, especially if the factors affecting the volume and impact of growth change significantly; and

WHEREAS, such fees having been enacted and amended, respectively, pursuant to Ordinance No. 2002-1712, An Ordinance To Amend §92-9 of the Municipal Code Pertaining to Impact Fees, such Ordinance having been adopted pursuant to a public facility needs assessment, as contemplated by §66.0617(4), Stats., as entitled “Impact Fee Study” and as prepared by Ruekert/Mielke and dated April/2002; and

WHEREAS, such Ordinance and fees having been additionally amended in accordance with the Wisconsin Statutes and the actions of the Common Council of the City of Franklin; and

WHEREAS, a public hearing was held before the Common Council on January 7, 2014, to receive public input upon the proposed changes to the impact fee ordinance as set forth in the study amendment entitled “Amendment to the 2002 Impact Fee Study & The 2004 Impact Fee Update - December 2013;” and

WHEREAS, notice of the aforesaid public hearing was published as a Class I Notice under Ch. 985, Stats., which notice specified that the amendment to the public facility needs assessment was available for public viewing in the office of the City Clerk; said needs assessment having been so available in such office for at least 20 days prior to the public hearing; and

WHEREAS, adoption of this amendment to §92-9 of the Municipal Code pertaining to Impact Fees will have the effect of exempting public schools from application of each of the various impact fees, retroactive to January 1, 2013, which will, in part, eliminate the indirect pass through of such impact fee charges to property taxpayers of a public school system who would otherwise not be subject to such an impact fee; and

WHEREAS, the Common Council having found and determined that the proposed impact fees it considered for adoption by way of amendment to §92-9 of the Municipal Code bear a rational relationship to the need for new, expanded and improved public facilities required to serve land development; that such fees, on the basis of the prior completed facility needs analysis and as addressed by the proposed amendment, do not exceed the proportionate share of the capital costs that are required to serve land development as compared to existing uses of land within the City; that the

ORDINANCE NO. 2014-_____
PAGE 2

length of the planning period and update period are reasonable periods of time under all of the circumstances presented upon which to base, calculate, impose, and expend the proposed impact fees; and that the proposed impact fees are based upon reasonable estimates of the capital costs for new, expanded or improved public facilities and do not include amounts necessary to address existing deficiencies in public facilities.

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

SECTION 1: §92-9 K. of the Municipal Code of Franklin, Wisconsin, be amended by appending to the end thereof the following:

“Effective January 1, 2013, public schools are exempt from application of each of the various impact fees set forth above.”

SECTION 2: It is the intent of the retroactive effective dates herein that any such impact fee paid in excess of the required amount, after consideration of the applicable effective date herein, shall cause reimbursement of any excess portion of such payments made.

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of January, 2014, by Alderman_____.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this 21st day of January, 2014.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

January 13, 2014

RECEIVED
CITY OF FRANKLIN
2014 JAN 16 AM 11:18



Dear Mayor Taylor,

I would ask that this letter serve as a formal request to have the Franklin City Council *approve* the resolution that would waive the Impact Fees assessed to the Franklin Public Schools related to the current construction project underway at Franklin High School. We would ask that the fees be retroactively returned to the School District.

In previous conversations with you, I expressed our sincere desire to create a positive working relationship with the City and you have been most receptive and accommodating throughout all of our conversations and requests. I believe the positive relationship that has been developed between us extends far beyond the City and School District. The community's passage of the referendum to improve our schools is a testament to their support for our School District and the importance of the School District to the City of Franklin. We take great pride in our schools and know that the community also shares in this belief.

It is also our belief that when the current ordinance was created there was no intention for this rule to be applied to the School District. Since we are like-minded governmental entities, the needs and expectations of our constituents are very much aligned with our purpose. The current Ordinance states that any new development(s) applies to business and residential properties, to which the School District is identified as neither of these. I believe individuals who served on the committee which developed this ordinance in the early 90's can attest to it's intent in support of the District's position and request.

When our construction project is completed it will bring an everlasting sense of pride to the City of Franklin and the students who attend our schools. Our request to have fees waived was also done in Greendale, Brown Deer and numerous other communities throughout the state. The partnership that exists in those communities is an example of two significant entities working together for the betterment of our community.

Our schools have been, and will continue to be, accessible to our community and utilized for the benefit of our residents and students alike. We sincerely hope the Council will support the Resolution to waive the Impact Fees and continue to support Franklin Public Schools.

Sincerely,

Dr. Steve Patz, Superintendent

Cc: Franklin Common Council Members

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE August 6, 2019
Reports & Recommendations	UPDATED PLAN TO ADDRESS ROAD REPAIRS IN THE RAWSON HOMES NEIGHBORHOOD AREA	ITEM NO. 6.12.

BACKGROUND

The Rawson Homes neighborhood area (vicinity of W. Rawson Avenue, S. 36th Street and S. 37th Place) is completing construction with a water main relay and drainage work. Before the projects started, it was anticipated that the watermain trenches would be patched, allowed to settle over the winter, and defects over the trenches would be addressed in 2020 as the entire project is addressed in the 2020 road program. Unfortunately, the pavement base under the roads in this neighborhood completely fell apart once the water trench was opened. There are some sections that move several inches when a fully loaded dump truck passes over them.

On July 2, 2019, Common Council directed Staff to further refine an action plan and solicit contractors as needed to address roads in the Rawson Homes neighborhood area. Bids were received from contractors and award of that bid appears elsewhere on this agenda.

ANALYSIS

Since July 2, 2019, Staff has refined the budget on better estimates and firm bids and quotes. Change orders for the MMSD and water utility projects are forthcoming at a future Common Council meeting. Note that there is significant commitment by DPW and Utility Staff and resources to complete this project.

For 2019-

- \$70,000 stone needed to mix with asphalt millings in undercutting.
- \$212,685.00 Stark Pavement bid for new asphalt binder course.
- \$40,000 Sewer Rehab fund to repair manholes.
- **\$322,685.00 Total Cost.** Funded by:
 - \$7,395 from future change order from MMSD PPII's project
 - \$158,134.35 from future change order from water main relay project
 - \$40,000.00 from Sanitary Sewer Rehab Budget
 - \$117,155.65 from Street Improvement Fund

For 2020-

- \$10k+/- spot repair any locations that have settlement over trenches.
- \$20k+/- asphalt for driveways paved by DPW.
- \$150k +/- asphalt needed for 2" surface. This work could be bid out with the road program.
- Net \$180k+/- needed for next year.

FISCAL NOTE

A budget amendment appears elsewhere on this agenda.

OPTIONS

- A. Acknowledge the desired plan and approve budget amendment and award bid found elsewhere on this agenda. Or
- B. Refer back to Staff with further direction.

COUNCIL ACTION REQUESTED

For discussion purposes only.

Engineering: GEM

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APPROVAL <i>slw</i> <i>PA</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Aug 6, 2019
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE STREET IMPROVEMENT FUND FOR FISCAL YEAR 2019 TO ESTABLISH APPROPRIATIONS FOR RAWSON HOMES STREET REPAIRS	ITEM NUMBER <i>6.13.</i>

Background

The Common Council authorized work to be completed to improve drainage repairs in the Rawson Homes Subdivision. The work resulted in more street improvements than originally anticipated. The original appropriations for the drainage improvement project did not include sufficient appropriations to accomplish the street repairs, however, sufficient Street Improvement Fund opening Fund Balances are available to provide the resources required to complete the project.

Recommendation

The Director of Finance & Treasurer recommends adoption of the proposed Budget Amendment to use opening fund balance in the Street Improvement Fund to complete the street work in the Rawson Homes Subdivision.

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2018-2345, an Ordinance adopting the 2019 annual budgets for the Street Improvement Fund for fiscal year 2019 to establish appropriations for Rawson Homes street repairs

Roll Call Vote Required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2019 _____

AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING
THE 2019 ANNUAL BUDGETS FOR THE STREET IMPROVEMENT FUND FOR FISCAL
YEAR 2019 TO ESTABLISH APPROPRIATIONS FOR RAWSON HOMES STREET
REPAIRS

WHEREAS, the Common Council of the City of Franklin adopted the 2019 Annual Budgets for the City of Franklin on November 13, 2018; and

WHEREAS, the Rawson Homes water main replacement project combined with the drainage improvement work has resulted in greater street repairs than expected; and

WHEREAS, the 2019 street improvement program did not contain sufficient appropriations to provide for restoring the Rawson Homes Subdivision street conditions upon completion of the water main replacement and storm sewer projects; and

WHEREAS, the Engineering Department has developed a plan to address the street surface issues in 2019; and

WHEREAS, there are sufficient Street Improvement Fund balances to provide the funds necessary to complete the 2019 Rawson Homes Subdivision street restoration.

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

Section 1 That a 2019 Budget for Street Improvement be amended as follows:

Street Improvement Fund		
Street Reconstruction	Increase	\$130,000

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.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this ____ day of _____, 2019.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

<i>slw</i> APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE August 6, 2019
REPORTS & RECOMMENDATIONS	RESOLUTION TO AWARD PAVING CONTRACT FOR STARK PAVEMENT CORPORATION TO CONSTRUCT 2019 RAWSON HOMES PAVEMENT IN THE AMOUNT OF \$212,685.00	ITEM NUMBER <i>G.14.</i>

BACKGROUND

On July 2, 2019, Common Council directed Staff to solicit bids for installation of a base course of asphalt in the Rawson Homes Neighborhood (vicinity of W. Rawson Avenue, S. 36th Street and S. 37th Place).

Staff advertised for a contractor to shape the base work performed by DPW and construct 3,300 tons of asphalt binder course in preparation of surface work to be completed in 2020. Although the work is only expected to last a few days, the contractor may start work no sooner than September 30, 2019, and finish no later than November 1, 2019.

Bids were received on July 25, 2019.

ANALYSIS

Two bids were received as follows:

\$212,685.00 Stark Pavement Corporation, Brookfield, WI (\$64.45/ton)
\$223,905.00 Payne and Dolan, Waukesha, WI (67.85/ton)

For comparison, the 2019 Road Program unit price for binder asphalt is \$60.35/ton.

OPTIONS

- A. Award construction contract to Stark Pavement Corporation. Or
- B. Refer back to Staff with further direction. If not awarded at this meeting, completion of work this fall will be difficult for DPW to perform.

FISCAL NOTE

There is a budget amendment on this agenda to address this issue.

COUNCIL ACTION REQUESTED

(OPTION A) Motion to adopt Resolution No. 2019 - _____, a resolution to award paving contract for Stark Pavement Corporation to construct 2019 Rawson Homes Pavement in the amount of \$212,685.00.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

RESOLUTION TO AWARD PAVING CONTRACT FOR
STARK PAVEMENT CORPORATION TO CONSTRUCT 2019 RAWSON HOMES
PAVEMENT IN THE AMOUNT OF \$212,685.00

WHEREAS, the City of Franklin advertised and solicited bids for the 2019 Rawson Homes Pavement; and

WHEREAS, the low bidder was Stark Pavement Corporation, with a bid of \$212,685.00; and

WHEREAS, Stark Pavement Corporation is a qualified public works contractor.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Stark Pavement Corporation be awarded the contract for the 2019 Rawson Homes Pavement project.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Stark Pavement Corporation on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

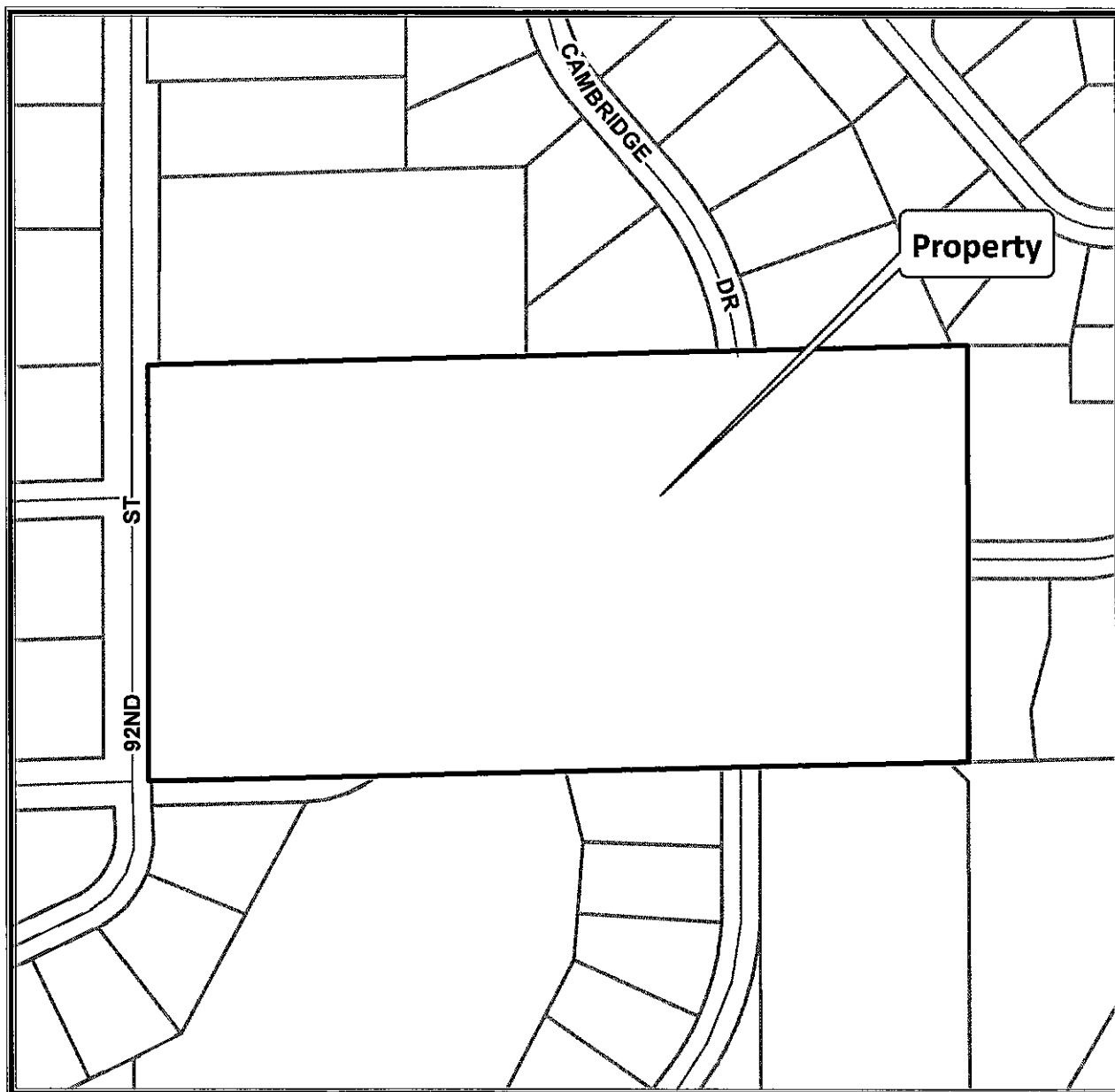
AYES _____ NOES _____ ABSENT _____

SAA

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/06/19
REPORTS & RECOMMENDATIONS	A RESOLUTION CONDITIONALLY APPROVING A PRELIMINARY PLAT FOR OAKES ESTATES SUBDIVISION (AT APPROXIMATELY SOUTH 92ND STREET AND WEST WOELFEL ROAD) (MAXWELL J. OAKES AND DANIEL D. OAKES-OAKES ESTATES LLC, APPLICANT)	ITEM NUMBER <i>G.15.</i>
<p>At the July 18, 2019 meeting of the Plan Commission, the following action was approved: move to recommend approval of a resolution conditionally approving a Preliminary Plat for Oakes Estates Subdivision (at approximately South 92nd Street and West Woelfel Road), (Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, Applicant) with the conditions that the stormwater pond shapes be more natural looking and with sidewalks on at least one side of all streets.</p> <p>The two additional conditions recommended by the Plan Commission have been added to the draft Resolution.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to approve Resolution 2019-_____, conditionally approving a Preliminary Plat for Oakes Estates Subdivision (at approximately South 92nd Street and West Woelfel Road), (Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, Applicant).</p>		



TKN: 754 9998 000



Planning Department
(414) 425-4024

0 155 310 620 Feet

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



2019 Aerial Photo

RESOLUTION NO. 2019-_____

A RESOLUTION CONDITIONALLY APPROVING A
PRELIMINARY PLAT FOR OAKES ESTATES SUBDIVISION
(AT APPROXIMATELY SOUTH 92ND STREET AND WEST WOELFEL ROAD)
(MAXWELL J. OAKES AND DANIEL D. OAKES-OAKES
ESTATES LLC, APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a preliminary plat for Oakes Estates Subdivision, such plat being part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East of the Fourth Principal Meridian, in the City of Franklin, County of Milwaukee and State of Wisconsin, more specifically, of the property located at approximately South 92nd Street and West Woelfel Road, [the Preliminary Plat includes a 20 lot subdivision with 16 single-family residence lots and 4 outlots proposed for stormwater management (Outlots No. 1 and No. 4) and to accommodate wetlands and wetland buffer areas (Outlots No. 2 and No. 3), average lot size 0.79 acres (34,412 square feet) (R-3E zoning district requires a minimum of 0.57 acres per lot size (25,000 square feet)) [the subdivision plat connects South Cambridge Drive, from north to south and the plat connects South 92nd Street with Warwick Way, from west to east], bearing Tax Key No. 754-9998-000, Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, applicant; said preliminary plat having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof at its meeting on June 20, 2019, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed preliminary plat 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 Preliminary Plat of Oakes Estates Subdivision, as submitted by Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates 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.
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

MAXWELL J. OAKES AND DANIEL D. OAKES-OAKES ESTATES LLC–
PRELIMINARY PLAT
RESOLUTION NO. 2019-_____

Page 2

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.

3. Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, successors and assigns and any developer of the Oakes Estates 16 lot and 4 outlot single-family residential subdivision development shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Oakes Estates 16 lot and 4 outlot single-family residential subdivision development, 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.
4. The approval granted hereunder is conditional upon Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC and the Oakes Estates 16 lot and 4 outlot single-family residential subdivision development project for the property located at approximately South 92nd Street and West Woelfel Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
5. The Oakes Estates 16 lot and 4 outlot single-family residential subdivision development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
6. A written conservation easement document shall be submitted as part of the Final Plat Application for Common Council review and approval, and recording with the Milwaukee County Register of Deeds Office at the time of recording the Final Plat. The Conservation Easement shall incorporate the West Shore Pipeline Easement and all appropriate restrictions.
7. All wetland buffers and all wetland setbacks associated with the wetlands to remain (as depicted on the Natural Resource Protection Plan) shall be shown on the face of the plat, and included within a Conservation Easement, as part of the Final Plat application. A “Conservation Easement Restrictions” note shall also be depicted on the face of the plat as part of the Final Plat application.
8. All wetland setbacks shall be located within an Outlot, and the Outlots revised accordingly, as part of the Final Plat application. Alternatively, if approved by the

Common Council, all wetland setbacks not within an Outlot shall have conservation signage placed onsite to delineate the area(s) as protected and unbuildable.

9. The subdivision plat shall label the wetland buffer as “30-foot Wetland Buffer, No Touch”, and shall label the wetland setback as “20-foot Wetland Setback, No Build”, as part of the Final Plat application.
10. A draft of the declaration of deed restrictions, protective covenants, and the legal instruments and rules for any proposed Wisconsin non-profit membership corporation (homeowners association) whereby the subdivider intends to regulate land use in the proposed subdivision and otherwise protect the proposed development shall be submitted to the City as part of the Final Plat for review and approval solely as to form and as such restrictions and covenants may pertain to existing city rules and regulations.
11. Any proposed subdivision monument sign(s) shall be subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Inspection Department.
12. The Final Plat shall be in full compliance with all pertinent City of Franklin Design Standards and Construction Specifications.
13. All utility easements shall be located along rear lot lines, and in mid block locations where necessary, and shown on the face of the plat as part of the Final Plat application.
14. The subdivision plat shall be revised to depict the 30-foot storm water drainage easement outside of the 12-foot utility easement as part of the Final Plat application.
15. The Stormwater Management Plan shall be revised such that the stormwater pond shapes shall be more natural looking.
16. The subdivision plat shall be revised to depict sidewalks on at least one side of all streets, for review and approval by City staff as part of the Final Plat application.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

MAXWELL J. OAKES AND DANIEL D. OAKES-OAKES ESTATES LLC-
PRELIMINARY PLAT
RESOLUTION NO. 2019-_____
Page 4

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of July 18, 2019

Preliminary Plat

RECOMMENDATION: City Development Staff recommends approval of the Preliminary Plat for the Oakes Estates Subdivision, subject to the conditions as noted in the attached draft resolution.

Project Name:	Oakes Estates Preliminary Plat
Project Location:	Approximately 92nd Street, Warwick Way, and Cambridge Drive (Tax Key No: 754-9998-000)
Property Owner:	Oakes Estates LLC
Applicants:	Maxwell J Oakes and Daniel D. Oakes
Current Zoning:	R-3E Suburban/Estate Single-Family Residence District
2025 Comprehensive Plan:	Residential
Use of Surrounding Properties:	Single-family residential to the north, south, east, and west
Applicant's Action Requested:	Recommendation of approval of the Preliminary Plat for future single-family residential development

Introduction:

Please note:

- Staff recommendations are included in the draft resolution.
- Staff comments, and the applicant's responses, are attached.

On May 1, 2019, the applicant submitted an application for a Preliminary Plat for property located east of the intersection of South 92nd Street and Grandview Court.

The preliminary plat proposes to subdivide the 19.7-acre parcel into 16 R-3E single-family residential lots and four outlots. Two of the outlots would consist of natural resource features (to be protected by conservation easements), and two outlots would each encompass a storm water management pond. The subdivision plat also includes the extension of Cambridge Drive and Warwick Way entirely through the subdivision.

Project Description/Analysis:

The lots range in size from 29,309 square feet to 56,267 square feet, all exceeding the R-3E "minimum lot size of 25,000 square feet. All single-family lots abut a public right-of-way and have sufficient width.

The proposed subdivision will be served by municipal water and public sanitary sewer.

Pedestrian Amenities:

The preliminary plat does not depict any sidewalks or trails, nor are there any sidewalks or trails within the adjacent subdivisions. Therefore, the Planning Department is not recommending any pedestrian amenities. However, the Engineering Department is recommending sidewalks along both sides of all streets.

Stormwater Management Plan:

A stormwater pond is proposed within both Outlot 1 within the southeast portion of the property and within Outlot 4 in the southwest portion of the property. A Stormwater Management Plan and calculations were submitted to the Engineering Department for review. The plan is currently under review and will require final Engineering Department approval as part of the review of the Final Plat Application.

Natural Resource Protection Plan:

A Natural Resource Protection Plan (NRPP) has been completed for the subject development by TRC Environmental Corporation, and the wetland delineations were completed by the Southeastern Wisconsin Regional Planning Commission. According to the NRPP, the site contains wetlands and associated wetland buffers and setbacks.

- The applicant has obtained from the Army Corps of Engineers a determination that there are no waters of the United States within the subject property, and as such, that there is no federal jurisdiction of the subject wetlands.
- The applicant has obtained from the Wisconsin Department of Natural Resources a determination that the small wetland located in the northeast corner of the subject property is an artificial wetland and as such is exempt from State wetland regulations. Therefore, this wetland has not been depicted on the NRPP.
- The applicant has obtained from the Wisconsin Department of Natural Resources a nonfederal wetland exemption determination for the remaining wetlands located on the subject property. Pursuant to Wisconsin State Statute 281.36(4n), up to one acre of such wetlands may be filled pursuant to compliance with all applicable stormwater management and WPDES regulations.
 - The applicant is proposing to fill approximately 0.227 acre of these wetlands (see NRPP map). Pursuant to Wisconsin Act 183, local units of government are prohibited from enacting any regulations pertaining to such exempt wetlands. Therefore, while the subject wetlands and associated buffers and setbacks are shown on the NRPP, City regulations do not pertain, and a Natural Resource Special Exception cannot be required.

It can be noted that the applicant is not proposing to include the wetland setbacks within the Conservation Easement, or within the Outlots, and is not depicting the setbacks on the plat. The applicant has indicated they will use signage to identify the setbacks in the field.

Staff suggests that the applicants undertake a rezoning to remove the area of C-1 Conservancy zoning located on the southern portion of the subject property (it can be noted that all of the C-1 zoning is located within the existing wetland which is proposed to remain).

Signage:

Although signage is not being proposed at this time, should the applicant want a subdivision monument or other similar signage, separate City review and approval will be required.

Lighting:

Staff suggests that a Lighting Plan be prepared for any lamp posts proposed within the subject subdivision. The applicant has indicated that any such lighting will be addressed with the Architectural Review Board, and that any street lighting will be addressed with the Engineering Department.

Comprehensive Master Plan Consistency:

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

The subject property is designated as Residential on the City’s 2025 Future Land Use Map. As such, this Future Land Use Map designation is consistent with the existing zoning and the applicant’s proposed single-family residential development.

Staff Recommendation:

City Development Staff recommends approval of the Oakes Estates Preliminary Plat, subject to the conditions as noted in the attached draft resolution.

Oakes Estates Subdivision

Oakes Estates LLC

2000 Oakes Road

Racine, WI 53406

Maxwell Oakes: Owner

Daniel Oakes: Owner

This document contains:

- 1) Project Summary
- 2) Financial Plan for Project Implementation
- 3) Market Analysis

- 1) Project Summary – Oakes Estates LLC was created with the intention to purchase tax parcel 7549998000 legally described as S 20 ACS OF HALF OF NW 9 5 21 CONT 20 ACS. That land will be herein referred to as Oakes Estates Subdivision. The surrounding communities are zoned R3-E full of estate-like residences. Currently there is a 20-acre farm field in the middle of these beautiful communities, with roads dead ending, not allowing traffic to flow through. This land is an eye sore and it is only right to build another high-quality development like the rest of the communities. Our intention is to build a subdivision that fits the existing zoning regulations and the surrounding subdivisions. Oakes Estates Subdivision is not meant to be a standout community but to be the last missing piece of the puzzle. Building this development would connect roads to allow access to municipal agencies such as police, fire, garbage, snow removal, and others to efficiently do their job within this community. The proposed development will be composed of 16 single-family dwellings, two outlots that contain retention basins, and two outlots that contain wetlands protected by the Wisconsin DNR. We are proposing to connect from East to West on W Warwick Way to curve slightly and meet W Grandview Ct at a 4-way intersection on South 92nd St. and extend S. Cambridge Drive South to meet S. Cambridge Drive as the master plan for Franklin would call for. Five of the lots will have fully exposed basements facing South to Southwest with the conservatory wetland in their back yard view, two of the lots in the Southeast portion of the development will have partially exposed basements facing East with a retention basin in their back yard view, and three of the lots in the Northeast portion of the subdivision will have partially exposed basements facing North to Northeast with Stone Hedge Subdivision retention basin in their back yard view. The remaining six lots will have non-exposed basements, unless graded otherwise by future property owner, with their backyards facing North. All of the lots in this subdivision consist of highly sought-after characteristics. The average size of the sixteen (16) lots is .79 acres with the minimum lot size being .67 acres, and all frontages of lots are greater than 135 feet with the majority being greater than 150 feet. Minimum lot size for R3-E zoning is .57 acres with 125 feet of frontage. The covenants and restrictions written for this development were pulled from Wyndham Hills and Wyndham Ridge, two surrounding communities, and Whispering Woods, a community in Franklin near Tuckaway Country Club. The construction of Oakes Estates subdivision would take 90-120 days and to be completed all in one phase. We designed the master grading plan to be balanced as much as possible, meaning during

construction we plan to utilize as much onsite materials as possible so there is to be minimal haul-off of dirt. There would be additional dirt needed onsite and Oakes Estates will import clean fill to ensure the integrity of the soil during construction. Underground storm water and wastewater exist in the property and Oakes Estates would be installing the remaining system, as well as asphalt roadways and concrete curb and gutter per City of Franklin's construction specifications. It has been recommended by the Planning Department that we install sidewalks on one side of the street and Engineering Department is likely to recommend sidewalks on two sides of the street. We have taken those suggestions into consideration and are going to omit sidewalks all together. The surrounding subdivisions of Wyndham Ridge, Wyndham Hills, Stone Hedge, and other individual homes do not have any sidewalks in existence right now. We understand that it is the goal of the City of Franklin to have sidewalks in subdivisions to make the areas more walkable, but this 20 acre site should not be the first to install sidewalks. They would go only within the area and dead-end far away from the nearest sidewalk on Drexel. There are currently at least 24,000 feet (or 4.5 miles) of road in this area without sidewalk so installing sidewalks on either side would be about 48,000 feet (or 9 miles). As discussed with the Planning Department the City of Franklin was installing sidewalks during street reconstruction projects. The surrounding subdivisions are fairly new, making some of these streets very young and wouldn't require reconstruction for many years. Likely the streets will be resurfaced before reconstructed furthering the life of the streets. This would further delay the installation of sidewalks in the surrounding subdivisions making our sidewalks the only ones in the area for a long time. Unless the City of Franklin was installing sidewalks during resurfacing projects then we would consider installing sidewalks in our subdivision. General landscaping for the proposed development will be performed on the two outlots containing the retention basins, and the landscape plan would be seeding for grass and installing trees along the perimeter. There would be one monument sign in the outlot on the West entrance of the subdivision facing S 92nd St. Overall, Oakes Estates Subdivision is intended to fit in with the surrounding communities and not to disturb the estate-like feel throughout. Oakes Estates does not intend for the construction process to be disturbing to any of the surrounding neighbors and will have an open communication ensuring all neighbors are aware of the project status. The result of the development will be another successful, high-value community in the beautiful City of Franklin.

- 2) Financial Plan for Project Implementation – Oakes Estates Subdivision is a 20-acre development that will have 16 single family homes. Construction timeline for the development to be able to start selling the lots is roughly 90-120 days. Cost of construction for this subdivision is about \$1,600,000 without sidewalks. We believe that the City of Franklin is a very sought-after community to live in; therefore, we believe that we can have all lots sold within the first two years. We estimate that each home value will range from \$700,000 to \$1,000,000 making the total value of the homes in the subdivision over \$11,200,000. The City of Franklin's net assessment value is about .023 so that equivalates to roughly \$257,600 in property taxes per year from these residences. The Declaration of Covenants and Restrictions clearly states high quality building materials. All homes must past an architectural board approved by Oakes Estates to ensure that the quality of homes and values of home match or exceed the surrounding communities.

- 3) Market Analysis – The demand for estate lots in the City of Franklin is high, and the current inventory of these lots is very low. There is a strong market for these R3-E lots and we have a very high confidence that there will be few issues selling these lots, especially since the lots exceed the R3-E minimum lot size requirements. We believe there won't be vacant lots over long periods of time, fulfilling the look of a successful community. Southeast Wisconsin is becoming one of the best areas to call home in Wisconsin with the City of Milwaukee expanding its footprint into the Menomonee Valley, the ever growing Third Ward, and many companies including Foxconn, Amazon, Haribo, and ULINE moving in and expanding. The City of Franklin always has been an outstanding place to live with amenities nearby that include, but not limited to: The Shoppes at Wyndham Village Whitnall Park, Tuckaway Country Club, Muskego Lake, Innovative Health & Fitness, and many other local businesses that make up a very successful community. Also, with the highly anticipated Ballpark Commons entertainment district being built not too far away, that drives the value of all residences in this area up. We have already received multiple phone calls and emails from interested parties, and we have not advertised anything about the proposed development.

Our Covenants and Restrictions we state that all construction for homes must be completed within 18 months. So, in all, we believe that initial construction will take 90-120 days, all 16 lots will be sold within two years after construction is completed, and 16 taxpaying residences will have completed homes 18 months after purchase. We believe in less than four years after Oakes Estates Subdivision is final approved all 16 lots will be 100% complete. In all, we believe that Oakes Estates Subdivision will have no issue selling out lots to residents that will contribute to the City of Franklin.

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

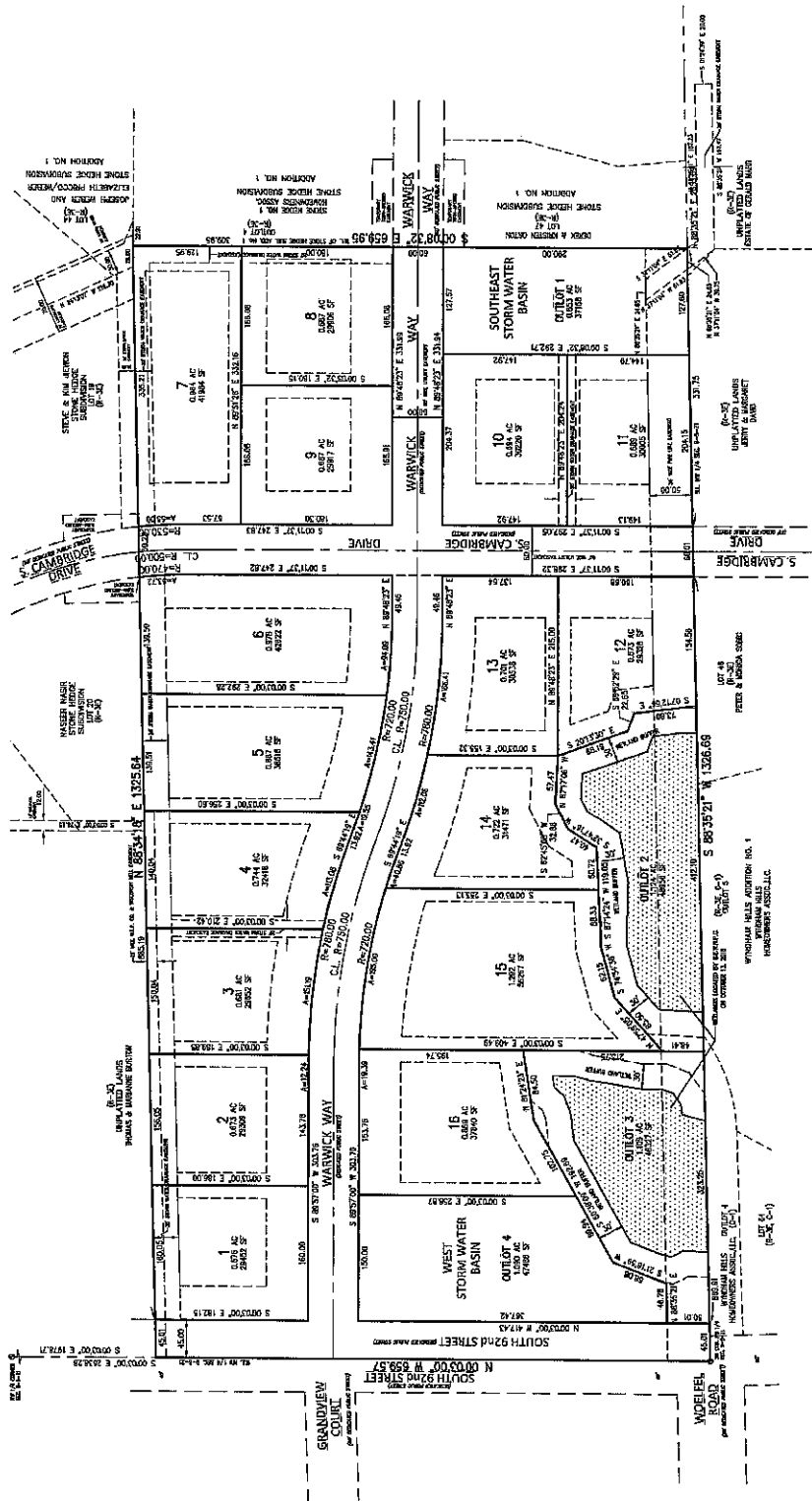
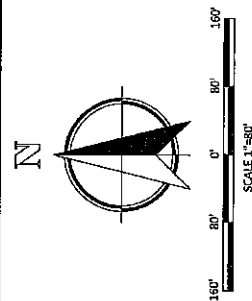
Beginning at the Southwest corner of the Northwest 1/4 of said Section 8; run thence N00°03'00"W, 655.57 feet along the West line of the Northwest 1/4 of said Section 8; thence N83°24'18"E, 1325.24 feet to the West line of the Illinois Reddy Subdivision Addition No. 1, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 14, 2003 as Document No. 06028238; thence S00°02'32"E, 659.05 feet along the West line of the Illinois Reddy Subdivision Addition No. 1 to the South line of the Northwest 1/4 of said Section 8; thence S58°58'45"W, 1268.69 feet along the South line of the Northwest 1/4 of said Section 8 to the point of beginning of said Section 8; containing 874,719 square feet or 20.061 acres.

PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 21 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN.

The above-described property has been surveyed under my direction and the map hereon drawn is a correct representation thereof to the best of my knowledge and belief.

April 30, 2019

Mark R. Nielsen, S-2271
Nielsen Nielsen & Barber, S.C.
459 Horizon Blvd., Suite 200
Racine, WI 53406
2021.634.5589



LEGEND AND NOTES
OWNER / LAND SPLITTER:
OAKES ESTATES, LLC
2000 OAKES ROAD, RACINE, WI. 53406.
SURVEYOR/CIVIL ENGINEER:
NIELSEN MADSEN + BARBER
2459 HORIZON BLVD, SUITE 200
RACINE, WI. 53406.
PARCEL NUMBER: 754 9998 000
EXISTING ZONING: R-3E
PROPOSED ZONING: R-3E
EXISTING LAND USE: RESIDENTIAL
PROPOSED LAND USE: RESIDENTIAL
LOTS ON 20.081 ACRES

WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1927. THE WEST LINE OF NW 1/4 SEC. 9-5-21 IS ASSUMED TO BEAR N 00°03'00" W.

HUNDRETH OF A FOOT.

ALL ANGLES TURNED TO THE NEAREST

HALF SECOND.

**DENOTES CONCRETE MONUMENT WITH
SEWRPC BRASS CAP.**

SHEET 1 OF 2 SHEETS

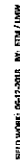
There are no objections to this plot with respect to Sires, 236.15, 236.16, 236.20, and 236.21(1) and (2), Wis Stats, as provided by ± 236.12 , Wis. Stats.

Certified 20



Department of Administration

PRELIMINARY PLAT
OAKES ESTATES SUBDIVISION



BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE.
BASELINE: 1900 ROAD 1927.

ALL EXAMINATIONS REFER TO NATIONAL BOARD OF CITY ENGINEERS.

GEOMETRIC DATUM OF 1929.

LEGEND:

⑤ SANITARY MANHOLE

22

- SAN - SANITARY COVER

☐ CATCH DASH

○



WATER VALVE

100

—W— WATER MAIN

1.11.18

1

[illegible]

Millwaukee and Wauttesha Counties, Wisconsin (W1692)

[illegible]

Map Unit	Map Unit Name
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POUL'S

Blunt slit (cam. 1 to 3 percent slopes)

Houghton muck, 0 to 2 percent slopes

Oza82 Ozaukee silt loam, 2 to 5 percent slopes, erodible

Q2a22 Ozaukee silt loam, 6 to 12 percent slopes, e

headline 11/30/94 at 27 110601MFC-SSNBPZD ZCZCZD

100

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL "DIGGER'S HOT LINE" PRIOR TO ANY CONSTRUCTION.



THOMAS NORDLOH ASSOCIATES
Landscape Architecture
Project Management
4111 Tolt Rd, Kenosha WI 53142

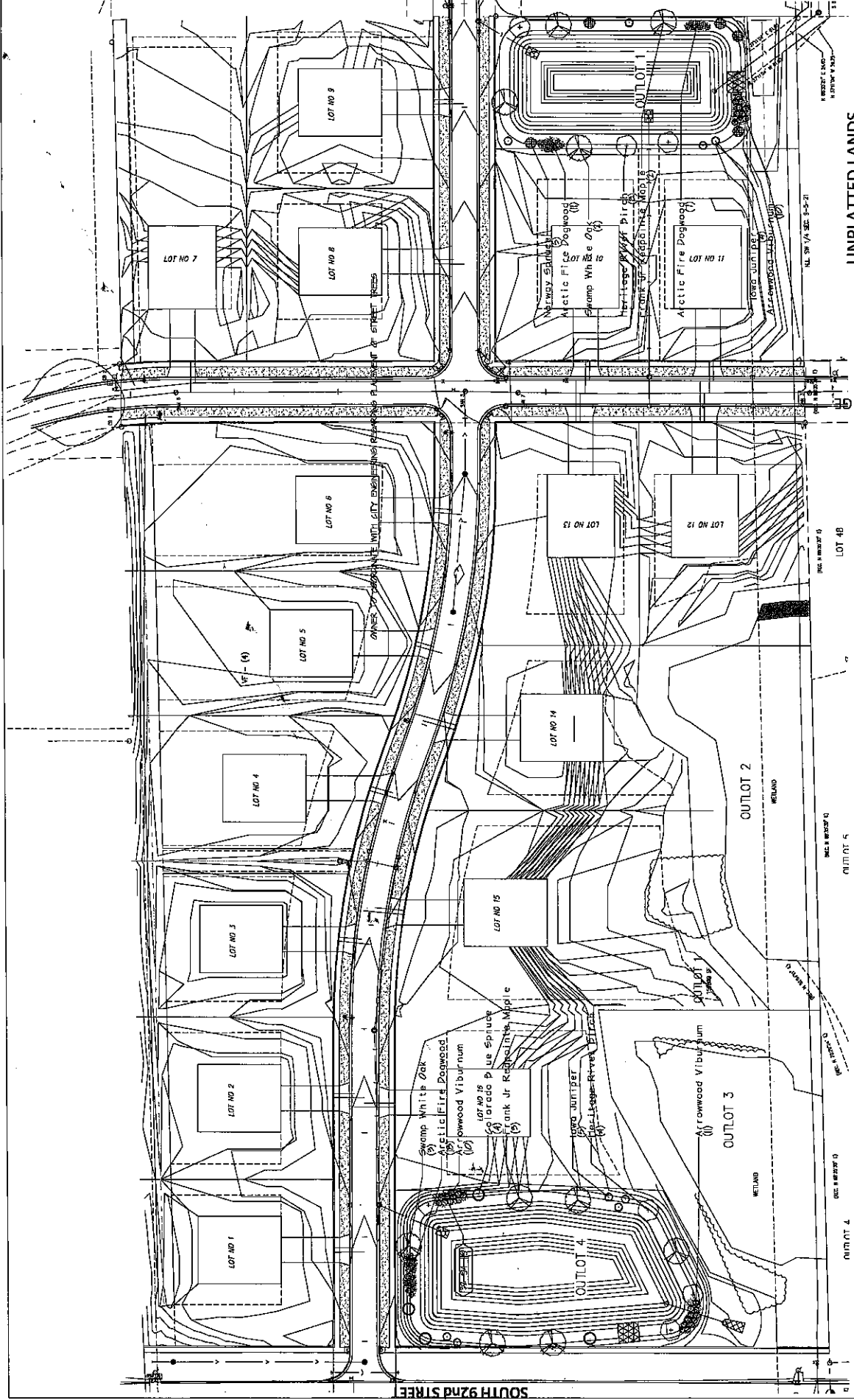


NO.	REVISION	DATE
1	REMOVE STREET TIE INS	7-8-17
2		
3		
4		

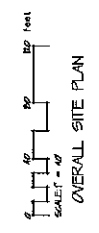
OAKES ESTATES SUBDIVISION
LANDSCAPE PLANS
OAKES ESTATES, LLC
CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

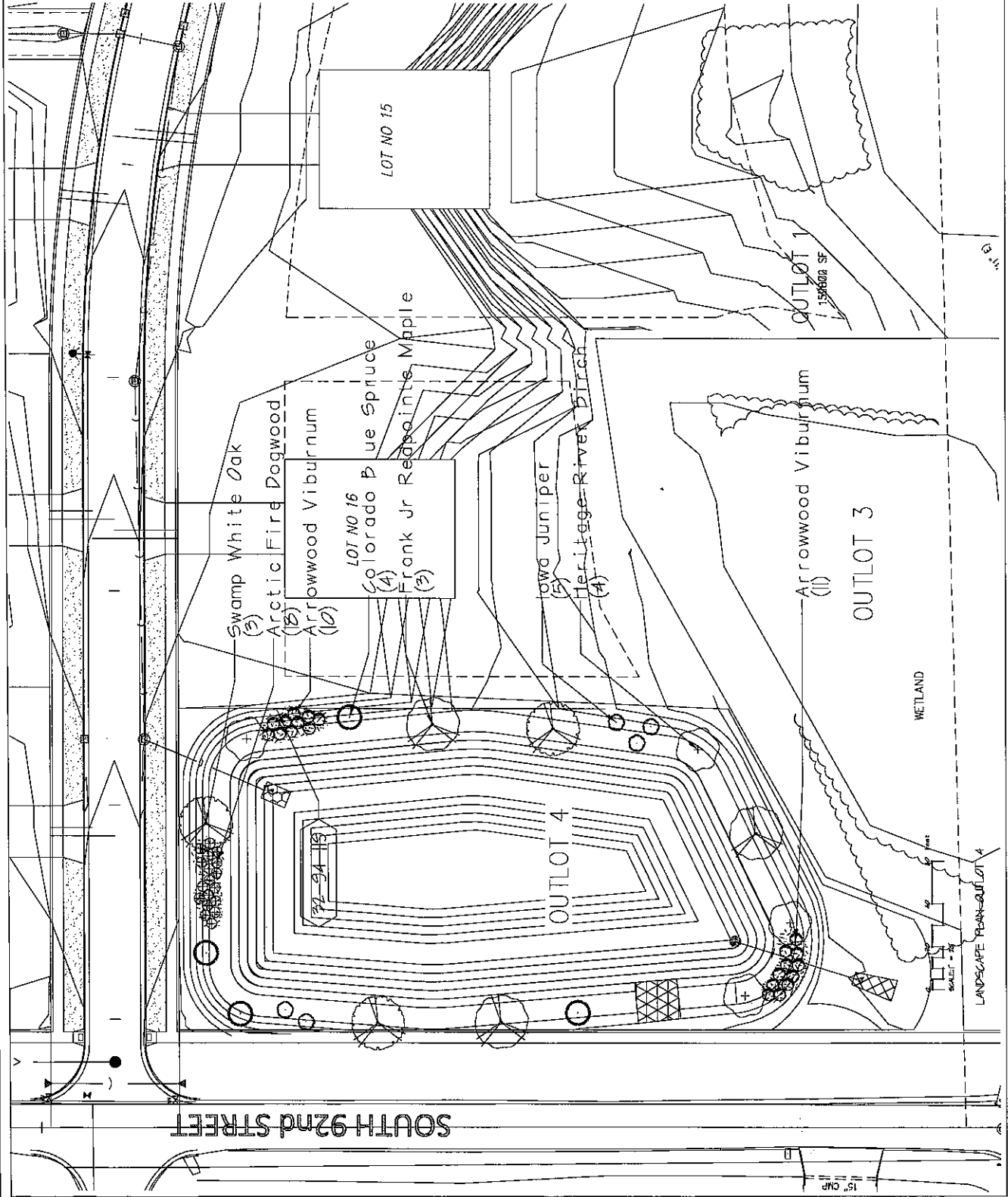
Thomas H. Nordloh
Landscape Architect
No. 20192468
Exp. 1-31-2024

Sheet
6-1-19
Overall Site Plan



UNPLATTED LANDS





CAMP NAME	SIZE	CONTAINER	QTY
Franklin	6" x 6"	22 gal	5
Rocky Mt. Redoubt	6" x 6"	22 gal	7
Harbor	6" x 6"	22 gal	5
Swamp	6" x 6"	22 gal	5

CAMP NAME	SIZE	CONTAINER	QTY
Long	6" x 6"	22 gal	3
Low	6" x 6"	22 gal	5
Norway	6" x 6"	22 gal	5
Spruce	6" x 6"	22 gal	4

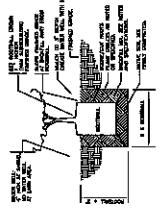
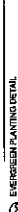
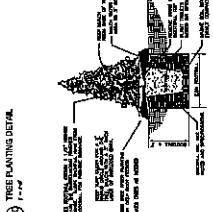
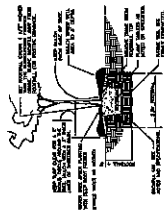
CAMP NAME	SIZE	CONTAINER	QTY
Colorado	6" x 6"	22 gal	3
Blue	6" x 6"	22 gal	3
Spruce	6" x 6"	22 gal	3
Arctic	6" x 6"	22 gal	3
Fire	6" x 6"	22 gal	3
Powder	6" x 6"	22 gal	3
Arrowwood	6" x 6"	22 gal	3
Viburnum	6" x 6"	22 gal	3

CAMP NAME	SIZE	CONTAINER	QTY
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Arrowwood	6" x 6"	22 gal	3
Viburnum	6" x 6"	22 gal	3

1. Topsoil returned to depth of 4" minimum is by excavating and returning to same (if applicable) or by others.
2. Returned topsoil to have no rocks larger than 1" in diameter.
3. Construction debris and/or roots in the soil. Contact general contractor if soil is not acceptable for proper plant growth.
4. Always contact Diggers Hotline (800-242-8511) or 1-800-BILL for 1-800-698-0123 before planning any work.
5. Landscape contractor is required to visit the site and review all civil plans related to the project. The civil plans take precedence over the landscape plans. The landscape contractor shall not install any plants or shrubs that include # 2 grade trees, evergreens or shrubs. Landscape contractor is to verify plant quantities due to changes in the overall phase 1 landscape plan. Labeled plants have precedence over the plant table. Verify quantity with a hand takeoff of the plan. Any substitutions of plant type, quantity or size must be approved by city forester.
6. Planting beds shall receive a 3" layer of high quality non-sieved shredded hardwood mulch on the tree and shrub beds. The mulch shall be spread evenly overgreens in the turf areas. Perennial and annual beds shall receive between a 1-2" layer of shredded bark mulch.
7. Spade cut plant beds and tree rings with a 4" deep shovel cut.
8. Perennial and annual beds to have a 2" layer of compost mulch incorporated 6" deep into the planting bed before installation of plants.
9. Seeded lawn areas to have high quality Bluegrass seed blend for sunny areas, shade areas to have a Bluegrass and Fescue blend or 100% Bluegrass.
10. After turf has germinated, follow manufacturer's direction on fertilizer application rates. Staggered turf (if applicable) to be installed in sodded fashion with tight joints. Sod to be rolled and watered to a depth of 3-4" immediately upon laying of the turf. Stake sod on slopes of less than 3% grade. Peat sod is not acceptable.
11. Erosion blanket shall be installed on seeded slopes with a grade of 3% or less. 50 day single net, double net or triple net erosion blankets sloping guidelines to require proper stabilization.
12. Install erosion blanket for dormant seed applications (after November 1st) or mid-summer installations (where ever applicable) to promote healthy turf establishment. Landscape contractor is responsible to maintain the site for a period of 45 days after substantial completion of project. This will include watering, mowing of turf areas as needed, weeding plant beds, maintaining a clean site and other activities to ensure proper growth of the landscape.
13. Irrigation system shall be installed. A temporary irrigation system shall be set up for a period of 30 days to water lawn areas. Install drip irrigation for plant beds. Install timers that will enable the new turf areas to receive enough water to properly germinate seed. Owner to provide access to water from outside of building to facilitate proper watering. Seed areas may require additional time for proper establishment of plants. Trees, shrubs, fescue, and sod shall have a warranty of 1 year.
14. Substantial completion. Perennials, ornamental grasses, annuals shall be guaranteed for one (1) growing season. One replacement will be required of each dead plant at the end of the warranty period.



UNPLATTED LANDS

LANDSCAPE PLAN-OUTLOT 1

City of Franklin
Department of City Development

Date: June 7, 2019

To: Maxwell Oakes and Daniel Oakes, Oakes Estates, LLC

From: City Development Staff

RE: Oakes Estates Preliminary Plat– Staff Comments

Please be advised that City Staff has reviewed the above application. Department comments are as follows for the Preliminary Plat submitted by Oakes Estates, LLC and date stamped by the City of Franklin on May 1, 2019.

Unified Development Ordinance (UDO) Requirements

Natural Resource Protection Plan

1. Please show the location and dimensions of all easements and neighboring property boundary lines per Section 15-7.0201-H of the UDO.

Added to NRPP

2. Please provide the name of person performing wetland delineation AND the date of the wetland delineation from the NRPP report on the NRPP plan.

Added to NRPP

3. Per Section 15-7.0201-I of the UDO, please provide the location and extent of existing natural resource features as defined by Divisions 15-4.0100 and 15-11.0100. Specifically, please show in tabular format the following areas:

- a. Amount of Land disturbed in wetland areas (shown as area contained in blue hatch (in s.f. or acres) in supplied NRPP dated May 1 2019)

Added

- i. Please correct the following discrepancies, the DNR letter and NRPP worksheet both state 0.23 acre of wetland will be disturbed, but the NRPP worksheet states that only 0.24 acre of wetland exist, but the NRPP map indicates that 1.52 acre of wetland exist.

Corrected

- b. Amount of Land disturbed in wetland buffer areas (shown as area between blue cross hatch and dashed brown line (in s.f. or acres)) Added

- c. Amount of Land disturbed in wetland setback areas (shown as area between dashed brown line and dashed orange line (in s.f. or acres)

Added

- d. Amount of land disturbed in wetland shore buffer (area between shore buffer (in s.f. or acres), as defined in UDO and wetland setback)

Added

- 4. Please graphically and numerically depict those natural resource features that will be disturbed and those that will be preserved per Section 15-7.0201-J of the UDO.

Added

- 5. Please note that if 1 acre or more of wetland is filled (i.e. the DNR non-federal wetland exemption rules) a Natural Resource Special Exception (UDO Section 15-10.0208) and a Natural Resource Mitigation plan meeting UDO Standards 15-4.0103.4.,5.,6 will be required.

Less than 10,000 square feet of exempt, non-federal wetland will be impacted.

- 6. It is recommended that the Conservation Easement include language acknowledging the North Shore Pipeline Easement and allowed access and disturbances per the terms of that agreement (without any additional approvals as an essential service with restoration provided per Table 15-4.0100(a) and 15-4.0102I of the UDO).

Completed

- 7. Note that a Conservation Easement is the recommended and preferred method of protection for all remaining natural resource features. The City's conservation easement template may be obtained from the Planning Department.

Completed

Preliminary Plat Comments

- 8. Please provide the date on the Preliminary Plat. Per UDO 15-7.0501E.

The date for the Preliminary is in the legal description/signature certificate and we have also added a certification for the approval date from the State of Wisconsin Department of Administration as requested.

9. Per Section 15-7.0501.H. of the Unified Development Ordinance (UDO), please provide a use statement on the face of the Preliminary Plat (see below).

H. Use Statement. A statement of the proposed use of the lots stating the use type of buildings and/or uses proposed to occupy the lots, number of proposed lots, and number of dwelling units per lot, and proposed density.

The Use Statement has been added to Sheet No.1, under the Legend and Notes Section as requested.

10. A small portion of the property along the south property line is zoned C-1 Conservancy District. Please revise the zoning note to include that zoning district (see Section 15-7.502.O).

We have updated the existing zoning note to reflect the property is zoned both R-3a and C-1 as requested.

11. Staff also suggests rezoning the C-1 District portion of the property to R3-E Residence District as the City no longer utilizes the C-1 District. An Application to rezone may be obtained from the Planning Department.

No, the portion of the property zoned C-1 lays in an outlot and is protected by the NRPP.

12. Please show all easements on the Preliminary Plat per Section 15-7.0502V. of the UDO. Note the Wetland Buffer line serves as the Conservation Easement boundary, so it should be labeled as such (e.g. Wetland Buffer and Conservation Easement boundary).

All drainage, wetland and conservation easements have been added to the plan as requested.

13. The Plat must also show vision corner easements per Section 15-5.0201 of the UDO.

Vision Corner easements have been added to the lots at both intersections as requested.

14. If not already done, please submit directly to the Engineering Department all stormwater management facilities and corresponding calculations which verify compliance with all City of Franklin, MMSD, and DNR standards. Per UDO 15-7.0501.J.

The updated plans and SWMP Report have been submitted to the City Engineering Department as requested.

15. Please show proposed conservation easement area, with metes and bounds description, on face of the plat. Per UDO 15-7.0507.B.

The conservation easement detail and legal description has been added as requested.

16. Please clarify the proposed and existing contours by showing a legend on the face of the plat. Per UDO 15-7.0502.C.

The proposed and existing contour labels has been added to the Legend on Sheet No.2 as requested.

17. Please show the elevation of the surface water on the wetlands shown on the preliminary plat. Per UDO 15-7.0502.D.

There are no surface waters located within the wetland area on this property. No note has been added to the Plat.

Required Improvements for Land Divisions

18. Section 15-8.0100 of the UDO sets forth the required improvements for all land divisions. Closely review and incorporate that information onto the Preliminary Plat, or associated plans, as appropriate. Additional information about these requirements, and any questions about them, can be directed to the Engineering Department.

Addressed and currently working with Engineering Department to comply.

Staff Recommendations

Preliminary Plat

19. Please be aware that installation of streets and utilities is required prior to approval of a Final Plat (see Section 15-2.0303A. of the UDO) . Alternatively, an improvement guarantee may be provided per Section 15-2.0303B.

Understood.

20. The R3-E Residence District standards appear to be met. For development of the homes, please be aware of the maximum lot coverage requirement of 15% as well as dwelling size and height restrictions.

Development currently meets these requirements.

Natural Resource Protection Plan (NRPP)

21. Staff recommends that Outlots 2 and 3 be revised to encompass all wetland setbacks and wetland buffers, and that the adjacent lots be revised accordingly.
- If the wetland setbacks are not included within both the outlots and Conservation easements, staff recommends that signage be placed along the perimeter of the protected natural resource features indicating their presence.

Oakes Estates, LLC is proposing to use signage to protect natural resource feature that extend beyond the outlots. Only 50' wetland building setbacks extend beyond the outlots.

22. Please indicate on the face of the plat if the wetlands are determined to be artificial wetlands or not, and the documentation reference.

Shown on the plat.

23. Please provide the map referenced in the Wisconsin DNR non-federal wetland exemption determination letter dated April 2, 2019.

This has been added as an Appendix in the NRPP letter report.

24. Please label the 30 foot wetland setback as the *30 foot Wetland Buffer "No Touch"* and please label the 20 wetland setback as the *20 foot Wetland Setback "No Build"*.

Shown on the Plat.

25. Staff recommends that the applicant include all remaining Natural Resource Features, including wetland setbacks, within the Conservation Easements. Please provide Conservation Easement Documents and Exhibits for City Staff review.

Completed

26. Natural Resource Protection Plan:

- Portions of the roadways are shown in purple on the NRPP map. Is this because of utility easements? Do those utility easements not extend along the remaining roadways? In addition, a portion along the north property line is also purple. Is this because it is a drainage easement?

Per comment 26 b, all easements excluding the conservation easement have been removed from the NRPP.

- It is recommended that only the conservation easement be shown on this map and the Legend revised to specifically state "Conservation Easement," opposed to just "Easement."

The NRPP has been revised to exclude all easements other than the Conservation Easement.

- c. Alternatively, the map must be revised to include (and label) all easements. For example, if the purple strip along the north property line is shown because it is a drainage easement, there are additional drainage easements onsite that must also be shown to be consistent. There are also storm water and other easements that are not shown.

Per comment 26 b, all easements excluding the conservation easement have been removed from the NRPP.

- d. Are notes 3 and 4 both necessary? Are all the wetlands and buffers that are being protected within outlots? If so, please revise.

Notes have been removed

Other

- 27. Will your company build some or all of the homes or will the lots be sold to builders and individual lot/home buyers?

The lots will be sold to builders and individual lot/home buyers.

- 28. The draft Declaration of Covenants and Restrictions states that homes shall not exceed 40-feet in height. Please be aware that the R3-E District requires a maximum building height of 2.5 stories or 30-feet. It should be noted that building height is measured as follows:

BUILDING HEIGHT

The vertical distance measured from the curb level or its equivalent established grade opposite the middle of the front of the building to the highest point of the roof in the case of a flat or slant roof, to the deck line of a mansard roof; and to the mean height level between eaves and ridge of a gable, or hip, or gambrel roof; provided that where buildings are set back from the street line, the height of the building may be measured from the average elevation of the finished grade at the front of the building.

Adjusted and addressed in the Covenants and Restrictions.

- 29. Note that the existing temporary turnarounds must be removed when installing and connecting the new roads. Curb and gutter must match the existing and disturbed areas must be restored to lawn.

Shown on plat, will be followed.

30. Note that a subdivision monument sign requires a separate application to be reviewed and approved by the Plan Commission. A Subdivision Monument Sign Application may be obtained from the Planning Department. This may be submitted along with the application for Preliminary Plat or at a future date.

Will address at a later date.

31. Please be aware of City impact fees. The impact fee schedule can be found on the City's website at:

https://www.franklinwi.gov/DefaultFilePile/User/dhochevar/2019Impact_Fee_calcs_correct.xls

32. Landscaping:

- e. It is recommended that a separate Landscape Plan be provided for Plan Commission review and approval. The Landscape Plan must include the type, name and planting size of all proposed trees and shrubs.

Landscape plan provided.

- f. Proposed street trees shall be in compliance with Section 15-8.0117 of the UDO. One street tree is required for each 85-feet of lot frontage on each side of all streets. Note that separate Engineering Department standards conflicts and requires 75-feet. It is recommended to conform to the more restrictive requirement.

All street trees removed from landscape plan, to be coordinated with Engineering Department per Planning Department.

- g. The project narrative indicates that plantings will be placed around the storm water ponds and trees along the perimeter. Please include in the Landscape Plan for Plan Commission review and approval.

Landscape plan provided.

33. Lighting:

- h. It is recommended that a separate Lighting Plan be provided in compliance with Division 15-5.0400 for Plan Commission review and approval. Also see Section 15-8.0115 of the UDO.

Street lighting to be coordinated with Engineering Department per Planning Department.

- i. In addition to showing the location of all proposed lights, it is recommended that cut sheets/catalog pages be provided.

Street lighting to be coordinated with Engineering Department per Planning Department.

- j. Will a particular style of lamppost be required for individual lots? There appears to be consistency within the adjacent subdivisions. It is recommended to continue that or a similar design.

The Architectural Control Committee will take this into account when reviewing building plans. A particular lamppost will not be required but styles will be similar.

- 34. Sidewalks: Planning Staff is not recommending sidewalks. Engineering is recommending sidewalks on both sides of each street.

No sidewalks on plat to stay consistent with surrounding subdivisions. Further explanation in Project Summary.

Engineering Staff Comments

- 35. Engineering Department comments have already been provided. Please continue to work with Engineering to address all comments and questions.

Providing all documentation as requested by Engineering Department and list of questions addressed.

Police Department Staff Comments

- 36. Police Department has reviewed the application and proposal and offer 0 comments.

Fire Department Staff Comments

- 37. Fire Department has a concern over the water supply infrastructure and that the existing water infrastructure be documented so as to assure current Fire Department standards may be met for this subdivision.

Shown on plat.

Declaration of Covenants and Restrictions for Oakes Estates Subdivision

May 1, 2019

This Declaration of Covenants and Restrictions is made this First day of May, 2019 by Oakes Estates LLC (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of all the property described as follows:

S 20 ACS OF W HALF OF NW 9 5 21 CONT 20 ACS

WHEREAS, Declarant desires to subject the Property to the conditions, restrictions, covenants, reservations, and easements contained herein for the benefit of each owner of any part thereof and for the purpose to ensure the best use and most appropriate development and improvement of each lot within the Oakes Estates Subdivision; to protect the purchasers of lots against such use of surrounding lots as will detract from the residential value of their property; to guard against haphazard and inharmonious improvement of the lots and the erection thereon of unattractive or poorly designed or poorly proportioned structures; to obtain harmonious and attractive use of material and color schemes; to encourage and secure the construction within Oakes Estates Subdivision of attractive homes with appropriate locations thereof on the lots; to secure and maintain proper setbacks from streets and adequate open spaces between structures; and, in general to comprehensively provide for a high type and quality of development in Oakes Estates Subdivision of attractive homes with appropriate locations thereof on the lots; to secure and maintain proper setbacks from streets and adequate open spaces between structures; and, in general to comprehensively provide for a high type and quality of development in Oakes Estates Subdivision and thereby to preserve and enhance the values of investments made by purchasers of the lots therein.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I INTERPRETATION AND DEFINITIONS

The following words and terms used in this Declaration are defined as follows:

- 1.01 Association: Oakes Estates Homeowners Association, a Wisconsin non-stock corporation, its successors and assigns, which consists solely of the owners of homes and/or lots, as applicable, in the Oakes Estates Subdivision, Franklin, Wisconsin.
- 1.02 Board: The board of directors of the Association as constituted at such times according to the provisions of Article 5 herein below.
- 1.03 By-Laws: The By-Laws of the Association are set forth in Article VI herein below and may be changed or modified according to Article VI Section 13 hereof.
- 1.04 Common Areas: Those areas which are designated as common areas as shown on Exhibit a attached hereto, which include, but are not limited to storm water detention ponds and facilities; environmental areas,

Franklin

May 1, 2019

By: [Signature]

wet lands, entrance ways, private roadways, landscape buffers and all other areas designated as owned by the Association.

1.05 Community Assessment: The expenses to administer the operation and maintenance of the Association, which includes those expenses as shown in the annual budget adopted by the Board and approved by the Association. Such expenses include but are not limited to the expense for maintaining all Common Areas, including the entrance ways, landscape buffers, storm water management facilities and all other improvements involving the Common Areas, professional management expense and other professional fees incurred by the Board to operate the Association and such other expenses which are for the common benefit of all the Owners.

1.06 Declarant: The Declarant is Oakes Estates LLC, a Wisconsin LLC, its successors and assigns.

1.07 Declaration: shall mean and refer to the within instrument, together with those exhibits which are attached hereto and made a part hereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof. The within Declaration may be referred to in any other document as "Oakes Estates Subdivision Declaration of Covenants and Restrictions".

1.08 Dwelling Unit(s): A single family residence or home and all appurtenances thereto which is or will be situated on a subdivided lot in Oakes Estates Subdivision, Franklin, Wisconsin. A Dwelling Unit may sometimes be referred to as residence or premises which for purposes of this Declaration shall be included in the definition of Dwelling Unit.

1.09 Easements: All areas which are designated on the Final Plat or by separate easement documents filed and recorded with the Register of deeds Office of Milwaukee County.

1.10 Municipality: The City of Franklin, Wisconsin or its successors or any other political entity which may from time to time be empowered to perform the functions and duties vested in the City of Franklin as of the time of recording the Original Declaration and this Declaration.

1.11 Owner: A record owner, whether one or more persons, of fee simple title to a Dwelling Unit or Subdivided Lot, but excluding those who have merely a security interest in a Dwelling Unit or Subdivided Lot for the performance of an obligation.

1.12 Subdivided Lot: Those parcels of land as designated as single family lots in the Final Plat of Subdivision approved by the City of Franklin and recorded in the Register of Deeds Office of Milwaukee County, Wisconsin.

1.13 Voting Member: The Owner of a lot, whether one or more persons, shall be entitled to one vote per Subdivided Lot as more fully set forth in Article V below.

1.14 Oakes Estates Subdivision: For purposes of this Declaration, Oakes Estates Subdivision shall mean all of the subdivided lots and Common Areas, designated in the Final Plat of Subdivision for Oakes Estates Subdivision, situated in the City of Franklin, Milwaukee County, Wisconsin and recorded in the Register of Deeds Office of Milwaukee County, Wisconsin.

ARTICLE II PROPERTY RIGHTS

Section 1. Members Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions

- A. The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for utilities and common services purposes.
- B. Existing easements and agreements of record.
- C. Easements referred to in this Declaration.

Section 2. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens.

Section 3. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary the Property Rights under this Article shall be subject to:

- A. The right of the Declarant to execute all documents and take such actions and do such acts affecting the Property which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's actual construction or development of the Property. However, nothing contained herein shall authorize the Declarant to take any action that would diminish the rights of any lienholder or the holder of any mortgage on any Lot or on the Common Area, or take any action that will affect title to any of the Lots after conveyance to third parties;
- B. Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of cable television, electrical and telephone conduit and lines, natural gas lines, sewer or water pipes, or any other utilities or services to any Lots within the Property or any portion of the Common Area;
- C. The Declarant shall have full rights of ingress and egress to and through, over and about the Common Area, during such periods of time as the Developer is engaged in any construction or improvement work on or within the Property, and shall further have an easement thereon for the purpose of the storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction; and
- D. The Declarant shall have full right to assign all of its right, title and interest in the Property both as Declarant and as a member of the Association to another party by the execution and recording of proper instruments.
- E. The Declarant shall have the right to add additional platted lots to the existing property and thereby make such additional platted lots be subject to all of the terms and conditions of this Declaration. The Declarant shall have the right to bring within this Declaration one or more additional subdivisions as future phases of the Development.

Section 4. No Dedication to Public Use. Nothing contained within this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee ("Committee") for Oakes Estates Subdivision is hereby established. The Committee shall consist of no more than three members, as designated herein. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The members of the Committee shall be not entitled to compensation for services performed pursuant to this Declaration. The initial members of the Committee shall be appointed by the Declarant. The Declarant shall have the right to remove and replace members of the Committee, at its sole discretion, as long as the Declarant owns any vacant lot in the subdivision. At such time that all lots are sold by the Declarant, the Committee shall thereafter consist of the Board of Directors of the Owners Association, established herein. Notwithstanding the above, members of the Declarant shall act as the Committee and shall make all decisions concerning the approval of house plans involving the construction of the Dwelling Units on the subdivided lots.

No building, outbuilding or other structure, swimming pool, fence, wall, driveway, or any other such structure or improvement shall be constructed, erected, placed or altered on any lot in Oakes Estates Subdivision without the approval of the Committee. For such undertaking requiring the approval of the Committee, three surveys, which are dated and signed by surveyor and owner, three sets of plans, which are dated and signed by owner and designer, and a color board consisting of exterior colors and shingles, signed by owner (collectively, the "Plans") shall be submitted to the Committee (Attention: General Manager) for their review. If and when such plans are approved two surveys and two sets of plans shall be signed, dated by a representative of the Committee and returned to the lot owner as evidence of such approval, one copy of which shall be transmitted by the owner to the local building inspector, prior to obtaining the necessary building permits. Any changes or revisions required by the Committee shall be first made to the surveys and plans before approval is given. All approved surveys and plans must be strictly adhered to.

The Committee shall not be liable for actions taken or decisions made in good faith. The Committee may take in consideration such matters as the suitability of the proposed building, structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, view from other properties in the subdivision, and such other related matters which may have an aesthetic or environmental impact on other lots in the subdivision. All action taken by the Committee shall be final and conclusive as to all persons then or thereafter owning lots in the subdivision.

In addition to these restrictions, all construction shall comply with applicable zoning and building codes.

It is not intended that the Committee have full knowledge of or expertise in matters of zoning, building codes proper drainage. The Committee shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes and/or fail to properly handle drainage. In such event, it shall be the sole responsibility of the lot owner to have appropriate corrections made to the plans and submit the revised plans to the Committee for its approval prior to construction.

All Dwelling Units shall consist of natural materials such as wood, natural stone, brick, stucco, and/or cement fiber board or such similar materials. The soffits and fascia shall consist of wood and/or cement fiber board. Further, the Committee shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood and/or other types of siding as either may deem appropriate to preserve the architectural integrity and quality appearance of the buildings in the subdivision. No exposed poured concrete or concrete block over eight inches shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding, or by brick or stone. The roofs of all Dwelling Units shall have a minimum pitch of 8/12 with a minimum pitch on the porch and shed roofs of 10/12. The roofing of all houses shall consist of wood, tile, or fully dimensional asphalt shingles. In no event shall conventional shingles be permitted.

All residences shall include an attached garage with enough square footage to reasonably accommodate two and one half (2 1/2) cars. Notwithstanding the foregoing, a garage with a capacity larger than three (3) cars may be allowed at the discretion of the Committee and provided that the garage does not appear larger than a three (3) car garage and the architectural integrity of the home and garage is otherwise maintained. All garages shall be equipped with automatic garage door openers for all overhead doors.

Adjacent homes shall not have similar front elevations. Windows and dormers shall be required on all elevations to create a variation and dimension of the type of homes allowed in Oakes Estates Subdivision. The intention of Declarant is to prevent the construction of boxes or barren elevations. Side entry garages shall be required wherever it is practical. Full masonry or masonry clad fireplaces shall be required to be installed inside Dwelling Units.

ARTICLE IV BUILDING, STRUCTURE AND CONSTRUCTION RESTRICTIONS

Section 1. Minimum House Size. The following are minimum required square footage requirements of living space for single family residences constructed in the Oakes Estates Subdivision:

- A. One Story houses shall have a minimum square footage of living space of not less than 2,400 square feet.
- B. Two-story shall have a minimum square footage of living space of not less than 2,800 square feet with a minimum of not less than 1,800 square feet of living space on the first floor.
- C. No bi-level houses shall be allowed in the subdivision.
- D. Dwelling Units shall not exceed forty (40) feet in height.

Living space is determined by outside dimensions (exclusive of garages, porches, patios, breezeways and similar additions) of the exterior walls. The minimum square footage shall be determined as of the time of initial construction and shall not include unfinished areas, future additions or finished basements.

The Committee, in their sole discretion, may grant approval for any house on any lot with square footage of up to ten percent (10%) less than the minimum required above, provided, however, in no event shall any house be constructed on any lot with square footage below the minimum standards established for R3E zoning classification in the City Franklin, Wisconsin.

Section 2. Landscaping. Owner shall seed or sod the front, side and back yards within 1 year of completion of the Dwelling Unit, weather permitting. Seed or sod shall be planted and properly protected and watered to produce lawn. Owner shall install one tree in the front yard and as indicated on the survey with a diameter of two inches within one year from the date of completion of the Dwelling Unit. The owner shall be required to build concrete walks and driveways within one year of the completion of the Dwelling Unit.

Section 3. Construction of Residence. The residence shall be completed within eighteen (18) months of the date of commencement of construction. If an owner fails to complete the residence within eighteen (18) months of the date of commencement of construction, Declarant and the Association (jointly and severally) shall have the right to pursue all remedies available at law or in equity against the owner to enforce completion of the residence.

Section 4. Construction of Other Improvements. The construction of outbuildings and other ancillary improvements (including, without limitation, any type of fencing) will be permitted, provided the construction of such improvements are approved by the Committee and the City of Franklin prior to the commencement of work involving such improvements. Notwithstanding the above, no fencing greater than seventy-two (72) inches in height, shall be allowed to be built in the Oakes Estates Subdivision. There shall be

no above-ground swimming pools permitted within the subdivision. All outbuildings and ancillary structures must be constructed of similar material and similar colors as the Dwelling Unit, or as otherwise approved in writing by the Committee.

Section 5. Nuisances and Waste. No noxious or offensive activities shall be carried on upon any lot or out lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Owner shall commit waste.

Section 6. Storage. No outside storage of boats, motorcycles, snowmobiles, all-terrain vehicles, trailers, tractors or other paraphernalia shall be permitted on any Subdivided Lot.

Section 7. Animals and Livestock. No animals may be raised, bred, or kept on any lot or outlot except that cats, dogs, or other household pets may be kept on a lot providing they are not kept, bred, or maintained for any commercial purposes.

Section 8. Lamp Posts and Mail Boxes. Each lot owner shall install a lamp post and mail box, which shall be installed at the lot owner's expense prior to the date of issuance of the occupancy permit. Said lamp post and mail box shall be located as determined by the Committee.

Section 9. No sign of any kind shall be displayed to the public view on any Lot, except one sign advertising the Lot for sale, or signs used by a building contractor to advertise the property during the construction period or by the Developer to advertise the Property during the construction and sale of the homes, or as approved by Developer. Dish antennae of more than twenty-four (24) inches in diameter for the reception of satellite transmissions may not be erected within the subdivision, unless they are not visible from any roadways or streets within the subdivision.

Section 10. Storm Water Management. The City of Franklin and the Declarant have entered into a Storm Water Maintenance Agreement, which is recorded with Milwaukee County Register of Deeds Office and by this reference made a part hereof. It is understood that the Storm Water Maintenance Agreement requires the Association to maintain all storm water ponds and facilities according to best management practices and pursuant to applicable Ordinances of the City of Franklin. The best management practices include the maintenance of all storm water facilities, including sediment removal, if necessary, and all other improvements and vegetation provided to control the quantity and quality of storm water all according to Section 15-8.0600 of the City of Franklin Unified Development Ordinance.

Section 11. Lot Grading. To avoid a substantial increase in surface water drainage onto adjoining Lots, all landscaping shall provide for adequate drainage of storm and surface water toward adjoining streets or rear yard, in accordance with the Subdivision's Master Site Grading Plan, and away from adjoining Lots if natural drainage on the Lot is to be or has been altered by grading or landscaping by any Lot Owner.

Section 12. Each Lot Owner shall be responsible for compliance with the grading plans prepared by the Developer, which designate the manner in which each Lot shall drain in relation to all other Lots in the Subdivision and the grade elevation of the Home to be constructed thereon. At the time a building permit is requested, the grade elevation for each Home shall be obtained from the city building inspector, and the Home shall be constructed accordingly, and from that time forward nothing shall be done that impedes or obstructs the drainage in accordance with such plan.

Section 13. If fill is necessary on a Lot to obtain the proper topography and finished ground elevation, such fill shall be free of waste material and shall not contain noxious or hazardous materials. Any dumping of fill material shall be leveled immediately after completion of any Home or Improvement. If required by the City, a fill permit shall be obtained prior to dumping such fill.

Section 14. Developer hereby reserves easement rights over all Lots for a period of five (5) years from the date of execution of this Declaration of Restrictions for the purpose of correcting any drainage problems within or associated with the subdivision, including grading, removal of trees and shrubbery, and other similar actions. This reservation of easement creates a right for Developer to correct any drainage problems, but not an obligation to do so.

Section 15. Each Lot Owner shall be responsible for repairing any damage to and removing any debris from the roadways, ditches, and utilities within the Subdivision caused by such Lot Owner or such Lot Owner's contractors or subcontractors. Each Lot Owner shall use only such Lot Owner's own Lot for construction purposes. Any damage caused as herein described shall be charged to the Lot Owner causing such damage.

Section 16. Each Lot, including all front, side, and rear yards, and each Home and Improvement shall be maintained by the Lot Owner so as to be in good repair and neat in appearance when viewed from any street or other Lot. No brush piles, trash, or unnatural accumulations of debris shall be stored, accumulated, or located on any Lot. There shall be no burning or burial of any garbage, trash, or debris at any time, other than for burning of leaves and light brush to the extent permitted by the city and county. Developer may, but shall not be obligated to, improve any areas of the Subdivision with grass or plantings or to cut grass or foliage growing in a natural environment.

Section 17. Residential Use. Each Dwelling Unit shall be used only as a residence, provided that no Owner shall be precluded from using the Dwelling Unit for purposes of conducting an in-home business, provided such activity does not create a nuisance to other Owners and such use is permitted by the ordinances of the City of Franklin.

Section 18. Rules and Regulations. The Board of Directors may adopt such rules and regulations which they deem necessary to promote the use, occupancy and enjoyment of the Common Areas for the welfare of all the Owners in the Oakes Estates Subdivision. Such rules and regulations shall only be effective and binding upon the Owners (i) after notice of such rules is received; and (ii) two third (2/3's) of the Owners vote to approve the adoption thereof.

ARTICLE V BUILDING SET BACKS

Section 1. Building Set Backs. It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well integrated to the overall site surroundings as well as the specific lot.

Therefore, the minimum building offsets (unless otherwise noted on the plat) are:

50 feet from the street property lines; 15 feet from the side property lines;

30 feet from all rear property lines; and

40 feet from all corner side yard, setbacks.

In addition to the above, all Dwelling Units shall be built within the building pad designated for such lot as set forth on the subdivision plat. No existing trees with a diameter of four (4) inches or more and a height of four (4) feet or more shall be cut down, destroyed, mutilated, moved or disfigured, without the approval of the Committee.

ARTICLE VI OAKES ESTATES HOMEOWNERS ASSOCIATION

Section 1. Creation and Purpose. An unincorporated association ("Association") made up of those persons who are Owners, whether one or more persons or entities, of the fee simple title to any lot situated in Oakes Estates Subdivision is hereby created for purposes of: (a) managing and controlling the common affairs of Oakes Estates Subdivision; (b) owning, managing, controlling, and maintaining any Common Areas in Oakes Estates Subdivision as set forth in the plat and including but not limited to maintaining the storm water detention basins and facilities and Common Area green space; and (c) performing other duties as set forth herein for the common benefit of the Owners. The Association shall be known as "Oakes Estates Homeowners Association."

Section 2. Initial Committee/Term. The Association shall be governed by a three-member committee, hereinafter referred to as the "Board" which shall be solely responsible for the activities of the Association. The initial members of the Board shall be appointed by the Declarant. To qualify as a member of the Board, a person must be either an Owner or a duly designated officer, agent or representative of an Owner. The term of the initial members of the Board shall commence at the date this Declaration is recorded and continue until the earlier of the commencement of construction of all of the lots in Oakes Estates Subdivision or until the Declarant determines to relinquish its membership or any part thereof of the Board. Declarant shall have at least one member on the Board as long as, Declarant is the owner of at least one lot in Oakes Estates Subdivision.

Section 3. Initial Funding. Declarant shall establish a working capital fund equal to two months of the Association Dues. Said amount shall be collected from a Buyer each time a lot and/or home in the Oakes Estates Subdivision is sold and paid to the Association for the specific purpose mentioned herein below. The working capital fund shall be used to meet unforeseen expenditures and any amount paid into the working capital fund shall not be considered as advance payments of regular assessments. While Declarant is in control of the Association, Declarant shall not use any part of the working capital fund to defray its expenses or construction costs or to make up any budget deficits. When control is transferred to the Association, the working capital fund shall be accounted for and transferred to the Association for deposit into the reserve fund. The Declarant shall have no authority to use the working capital fund for any expenditures related to Declarant's obligations to complete the subdivision, including any landscaping required to be installed by the City of Franklin.

Section 4. Board Members Terms. After the initial members have been replaced as provided herein, the term of office of any Board member shall for a period of two (2) years from the date of such Board member holds office. If any Board member shall die, resign, be unable to act or cease to be qualified as a member, the unexpired term of such member shall be filled by special election of the Association.

Section 5. Voting. Declarant and every record owner of a lot in the Oakes Estates Subdivision shall be a member of the Association. Each Owner (whether the lot is owned singularly or collectively) shall be entitled to one ill vote in the affairs of the Association for each lot owned.

Section 6. Meetings. All meetings of the Board shall be open to all Owners and shall be held not less than three (3) days prior to written notice to all Owners. Two (2) members of the Board shall constitute a quorum. Actions of the Board shall be taken by majority vote of the members of the Board. The Board shall call a meeting of all Owners of the Association no less than one (1) time per calendar year.

Section 7. Board Duties. The Board shall have the following duties:

- A. To provide for the maintenance of improvements in the Common Areas and outlots; including the perpetual maintenance of all storm water drainage and detention and retention facilities located in the

Common Areas which shall be maintained to the same standards to which they were constructed pursuant to the Ordinances of the City of Franklin and according to the terms and conditions of the Storm Water Maintenance Plan filed with the City of Franklin;

- B. To establish dates and procedures for the election of members to the Board;
- C. To promulgate operating procedures for the conduct of the Association's and Board's affairs;
- D. To enforce the terms, conditions and restrictions contained in the Declaration according to the terms thereof; and
- E. Establish and maintain an Architectural Control Committee subsequent to the initial Architectural Control Committee established and controlled by the Declarant as herein defined. Such Architectural Control Committee shall consist of three (3) persons appointed by the Board. No Owner of a vacant lot (except Declarant) shall have the right to serve on the Architectural Control Committee. Upon delegation by the Declarant's authority under this Declaration, the Architectural Control Committee shall have all of the rights and obligations of the Declarant.

Section 8. Board Powers. The Board shall have the following powers:

- A. Take such action as may be necessary to cause the Common Areas and outlots to be maintained, repaired, landscaped and kept in good, clean and attractive condition; including the perpetual maintenance of all storm water drainage and detention and retention facilities located in the Common Areas which shall be maintained to the same standards to which they were constructed pursuant to the Ordinances of the City of Franklin and the Storm Water Maintenance Plan filed herein;
- B. To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder;
- C. To levy and collect assessments in accordance with the provisions of Section 9 hereunder; and
- D. To do anything or take any action which is incidental to or necessary for the Board to perform its duties and discharge its obligations under this Declaration.

Section 9. Assessments. The Board shall levy and collect assessments in accordance with the following:

- A. The Owner of each lot shall be subject to a general annual charge or assessment ("General Assessment") equal to its pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations hereunder. The pro-rata share of an Owner of a Subdivided Lot shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be sixteen (16). Said costs shall include, but not be limited to: repairs, plantings, replacements and additions to the improvement made to Common Areas and outlots, the perpetual maintenance of all storm water drainage facilities according to the terms mentioned above, equipment, materials, labor, management and supervision thereof, and all costs for the Association reasonably incurred in conducting its affairs and enforcing the terms, conditions and restrictions contained in this Declaration. The Board shall also have the power to levy an assessment against any individual Owner to: maintain said Owner's Subdivided Lot in accordance with the reasonable standard of the subdivision and/or the failure of such Owner to comply with the terms, conditions, and restrictions contained in this Declaration.
- B. The Board shall have the power to levy a Special Assessment as provided for below to pay expenses other than those expenses incurred for the operation of the community as provided for in the General Assessment or build up reserves. Any Special Assessment shall be levied against all Dwelling Units in equal shares. No Special Assessment shall be adopted without an affirmative vote of at least two thirds (2/3's) of the votes of the Owners upon whom the Special Assessment is levied against and only those Owners whom the Special Assessment is levied against are entitled to vote. The Board shall serve notice to all Owners of the Special Assessment by a statement in writing giving the

specific purpose and reasons for the Special Assessment in sufficient detail required by a reasonable person to make a determination of whether the Special Assessment is needed, including the amount of the Special Assessment is sufficient detail required by a reasonable person to make a determination of whether the Special Assessment is needed, including the amount of the Special Assessment, terms of payment of the Special Assessment and all other such details. All Special Assessments collected herein shall be segregated in special account and used only for the specific purpose set forth in the notice and for no other purpose.

- C. The Board shall serve notice to all Owners of the General Assessments and Special Assessments by a statement in writing that shall be approved at a duly convened meeting of the Board.
- D. Written notice of an Assessment shall be personally delivered to each Owner or by delivery by regular mail addressed to the last known address of such Owner.
- E. Assessments shall be due and payable on or before thirty (30) days after mailing or personal delivery of the notice or at the time specified for payment of the assessment as set forth in the notice, which ever time is greater.
- F. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid in full and such unpaid Assessments, and the interest thereon, shall constitute a continuing lien on the Subdivided Lot against which is assessed until paid in full. The Assessment and interest thereon shall also be a personal obligation of any current or subsequent Owner of the lot against which the Assessment was made.
- G. The Board may record a document with the Register of Deeds in Milwaukee County, Wisconsin, giving notice of a lien for any such unpaid Assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such lien notice shall not impair the validity of the lien. All recording and attorney fees related to any such document for the collection of an Assessment shall be borne by the affected Owner.
- H. Any lien of the Association may be foreclosed by suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The affected Owner shall be responsible for all the Association's costs in collecting the Assessment, including but not limited to attorney's fees.

Section 10. Limitations. During the initial term of the Board, the Board shall not have the power to make improvements to the Common Areas without the express written approval of the Declarant. After the initial term of the Board, the Board shall have no authority to make additional improvements costing in excess of Five Thousand Dollars (\$5,000.00) without the consent of seventy five percent (75%) of the Owners.

Section 11. Board Liability. Members of the Board shall not be liable for any action taken by them in the good faith discharge of their duties, even if such action involves a mistaken judgment or negligence. The Association shall indemnify and hold the Board harmless from and against any and all costs or expenses, including reasonable attorney's fees incurred in connection with any suit or other action relating to the performance of their duties hereunder.

Section 12. No Waiver. Failure of the Association, Board, or or the Committee to enforce any of terms, covenants, conditions, or restrictions contained in this Declaration, shall not be deemed to be a waiver of the rights to do so or any acquiescence to that violation or any subsequent violation.

Section 13. Amendments. No amendment or modification, repeal or termination of this Declaration shall be valid unless in writing and signed by two thirds (2/3) of the Owners. Unless otherwise provided in such amendment or modification, this Declaration shall be considered to be amended only to the minimal extent necessary to give effect to this Declaration and the other terms and conditions of this Declaration shall continue with full force and effect.

Section 14. Initial Members of the Committee. The Declarant shall appoint or elect the initial members of the Board prior to the first sale of a Subdivided Lot to an Owner other than the Declarant or an affiliate of the Declarant. Until such time, the Declarant may act on behalf of the Association.

Section 15. Notwithstanding anything to the contrary set forth in the Declaration: (i) is not a member of the Association, nor shall be construed to be a member of Association; (ii) no fees, assessments, charges or liens shall be imposed on or levied against its assigns, successors in interest, or any successor owner of the Property, or the Property (as defined herein), nor shall its assigns, successors in interest, or any successor owner of the Property have any liability or obligation therefore as a result of this Declaration or otherwise; and (iii) the Declaration shall not burden or encumber, nor be construed to burden or encumber, all or any portion of the Property.

ARTICLE VII MAINTENANCE OF COMMON AREAS

Section 1. Easements. The Association shall have the right and authority from time to time to grant easements, licenses, or concessions with regard to any portion of all of the Common Areas and Easements and for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder including without limitation the right to grant easements for utilities, the right to grant public access to the Common Areas and Easements, or any other purpose which the Board deems to be in the best interests of the Owners. Any proceeds from the easements, licenses, or concessions with respect to the Common Areas shall be used to offset the expenses of the Association.

Section 2. Maintenance. The following maintenance, repairs, and replacements shall be furnished by the Association as a Common Area Expense:

- A. Maintenance of trees, shrubs, flowers, grass, and other landscaping on the Common Areas and Easements;
- B. Maintenance, repair and replacement of all monument signs, entrance features and other improvements located in the Common Areas and Easements;
- C. Maintenance, repair and replacement of all storm water facilities and associated structures located in the designated Common Areas and Easements as required by the Storm Water Maintenance Plan filed with the City of Franklin.

Section 3. Professional Management. The Declarant has determined that it is in the best interests of the Owners to hire a professional management company to assist in the daily management of the affairs of the Association. In this regard the management company shall act on behalf of the Board of Directors to manage the maintenance of the Common Area and Easements; collect assessments; assist in the preparation of the budgets; send out notices and to conduct such other necessary business on behalf of the Association with the consent of the Board.

ARTICLE VIII ENFORCEMENT

Section 1. Creation of Right. The Declarant hereby covenants and the Owners by acceptance of a deed of conveyance of a Subdivision Lot and/or Dwelling Unit, (whether or not such conditions are expressed in said deed or other conveyance) shall be bound by the terms and conditions of this Declaration, including the specific obligation to pay to the Association all charges made with respect to the operation of the Association, as a community assessment or such special assessments as may be from time to time be approved under the terms and conditions hereof. All such assessments, together with any interest thereon and reasonable costs of

collection, including reasonable attorney's fees incurred in the collection of such assessments shall be a lien upon the Dwelling Unit and/or Subdivided Lot against which such assessment is made and shall be a personal obligation of the Owner of the Dwelling Unit and/or Subdivided Lot at the time the assessment becomes due.

The lien or personal obligation shall be in favor of and shall be enforced by the Association.

Section 2. Non-Payment of Assessments. All assessments which are not paid to the Association when due shall be deemed delinquent. All assessments which are delinquent for more than thirty (30) days from the due date shall carry interest at the rate of twelve percent (12%) per annum or the maximum rate permitted by law, whichever is less, from the date the assessment is due until said assessment is paid. The Association may bring an action against the Owner to collect the delinquency and/or enforce and foreclose any lien which it has or which may exist for its benefit. Each Owner shall be charged an assessment and is obligated to pay such assessment by reason of such Owners ownership in the Dwelling Unit or Subdivision Lot and no Owner may waive his or her obligation to such assessments for any reason, including the non-use of the Common Areas.

Section 3. Board Action. In the event of a violation or breach of this Declaration by an Owner or any rules or regulations adopted under the terms hereof, which such violation or breach may be cured or abated by affirmative action, then the Board, upon the expiration of 10 days from the date of receipt of written notice to the Owner shall have the right, but not the obligation to enter upon the Dwelling Unit where the violation or breach exists to remove or rectify the violation or breach, at such Owners expense. If the violation or breach occurs inside the Dwelling Unit, then the Board can only enter the Dwelling Unit upon Court Order.

Section 4. Remedies. The Board are entitled to bring any lawful action either or both deem necessary to enforce the provisions of this Declaration, including but not limited to injunctive relief, foreclosure or any other action in law or equity in the name of the Association and/or against any person or persons violation or attempting to violate any of the provisions of this Declaration, included in such action shall be the payment of reasonable attorney's fees and cost of enforcement incurred by the Association, or both in connection with such enforcement action.

Section 5. Enforcement by Owners. The enforcement provisions of this Declaration and any rules and regulations adopted by the Association hereunder may be pursued by any aggrieved Owner against such person or persons violating or attempting to violate any provisions hereunder. In an award for any damages, including injunctive relief the aggrieved Owner shall be entitled to reasonable attorneys fees and costs of litigations incurred to enforce such provisions.

ARTICLE IX GENERAL PROVISIONS

Section 1. Government Restrictions. The Declarant, its successors and assigns and all parties hereafter having an interest in the Property, are subject to all rules, codes, regulations and ordinances of the City of Franklin, Milwaukee County, State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event of a conflict between the requirements of these restrictions and any provision of any Municipal, County, State or Federal Government, the more restrictive provisions shall apply.

Section 2. Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 3. Amendments. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years. From that date these covenants shall be

automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 4. Notices. Any notice sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when (i) mailed, postage prepaid to such Owners last known address as it appears on the records of the Association at the time of such mailing, or (ii) when the notice is personally delivered to such Owner's Dwelling Unit.

Section 5. Declarant hereby declares that pursuant to Sections 706.09 and 893.33 of the Wisconsin Statutes: (i) the provisions of this Declaration are to be extended beyond the applicable time period set forth in the statute; and (ii) Declarant from time to time, file of record the proper instrument for the purpose of extending the terms stated herein beyond the statutory period so that such covenants, conditions, and restrictions are not terminated.

IN WITNESS WHEREOF, this Declaration of Restrictions is executed by Oakes Estates, LLC, as Developer and Declarant, as of the date first written above.

Oakes Estates, LLC.

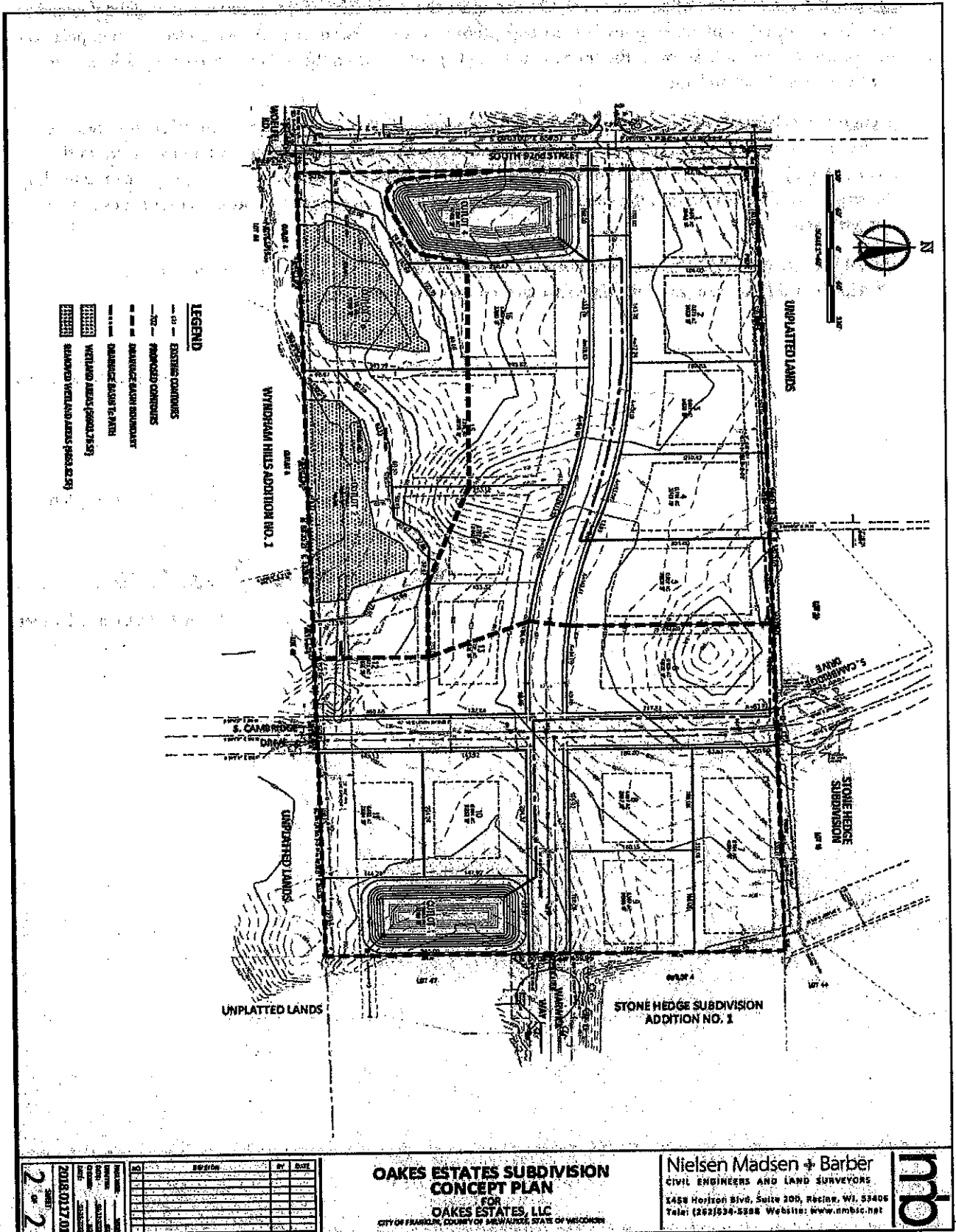
By: _____

Maxwell J Oakes, Member

By:  _____

Daniel D Oakes, Member

EXHIBIT A





NATURAL RESOURCES PROTECTION PLAN

March 29, 2019

**Revised based on City of Franklin
Comments July 2, 2019**

TRC Project No. 325119-0000-0000

Oakes Estates Subdivision

**Parcel Tax key 7549998000
City of Franklin, WI 53132**

Prepared For:

**Oakes Estates, LLC
2000 Oakes Road
Racine, WI 53406**

Prepared By:

**TRC Environmental Corporation
150 N. Patrick Blvd., Suite 180
Brookfield, WI 53045**

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APPENDICES

Appendix A:	Figure 1 – Natural Resource Protection Plan Sheet
Appendix B:	Wetland Delineation Report (Provided by SEWRPC)
Appendix C:	Table 15-3.0502: Worksheet for the Calculation of Base Site Area for Both Residential and Nonresidential Development
	Table 15-3.0503: Worksheet for the Calculation of Resource Protection Land
	Table 15-3.0504: Worksheet for the Calculation of Site Intensity and Capacity for Residential Development
	NRPP Checklist
Appendix D:	Site Photographs
Appendix E:	USACE Approved Jurisdictional Determination
	WDNR Artificial Wetland Exemption Determination
	WDNR Non-federal Wetland Exemption Determination

1.0 Introduction

On behalf of Oakes Estates, LLC., TRC Environmental Corporation (TRC) has developed a Natural Resource Protection Plan (NRPP, Appendix A) for Oakes Estates Subdivision. The property is approximately 20 acres and located in Section 9, Township 5 north, Range 21 east, east of the intersection of S 92nd Street and W Grandview Court in the City of Franklin, Milwaukee County, Wisconsin.

Landowner Information:

Oakes Estates, LLC
2000 Oakes Road
Racine, WI 53406

The purpose of this NRPP was to determine the current location and extent of City of Franklin regulated natural resources for the proposed development of a residential community. The results of our study are presented here in terms of methodology, results, and conclusions.

This NRPP has been revised July 2, 2019 based on review comments received from the City of Franklin in June 2019.

2.0 Methods

The City of Franklin Unified Development Ordinance (UDO) requires natural resource protection of steep slopes, mature woodlands, young woodlands, lakes and ponds, streams, shore Buffers, floodplains/floodways/floodlands, wetland buffers, wetlands and shoreland wetlands. The following sections describe the methodology used to determine the locations and extents of these natural resources.

2.1 Steep Slopes

Three categories of steep slopes are defined within the UDO. These categories are based upon the relative degree of the steepness of the slope as follows: ten (10) to nineteen (19) percent, twenty (20) to thirty (30) percent and greater than thirty (30) percent. No land area is considered a steep slope unless the steep slope area has at least a ten (10) foot vertical drop and has a minimum area of five thousand (5,000) square feet. Steep slopes exclude man-made steep slopes.

In order to determine if steep slopes were present, TRC reviewed a site topographic survey conducted by Nielsen Madsen & Barber, SC.

2.2 Mature Woodlands

A mature woodland is an area or stand of trees whose total combined canopy covers an area of one (1) acre or more and at least fifty (50) percent of which is composed of canopies of trees having a diameter at breast height (DBH) of at least (10) ten inches; or any grove consisting of eight (8) or more individual trees having a DBH of at least twelve (12) inches whose combined canopies cover at least fifty (50) percent of the area encompassed by the grove. However, no trees grown for commercial purposes are considered a mature woodland.

TRC identified wooded areas within the property that could potentially contain mature trees; these areas were field checked by a TRC scientist to determine if the mature woodland parameters were met.

2.3 Young Woodlands

A young woodland is an area or stand of trees whose total combined canopy covers an area of one-half (0.50) acre or more and at least fifty (50) percent of which is composed of canopies of trees having a DBH of at least three (3) inches. This excludes trees grown for commercial purposes.

TRC identified wooded areas within the property that could potentially meet the parameters of young woodland; these areas were field checked by a TRC scientist to determine if the young woodland parameters were met.

2.4 Lakes and Ponds

A lake is defined by the UDO as any body of water two (2) acres or larger in size as measured by the shoreline at its maximum. A pond is defined by the UDO as all bodies of water less than two (2) acres in area as measured by the shoreline at its maximum.

TRC reviewed the wetland delineation report prepared by SEWRPC dated February 1, 2018 for aquatic resources other than wetlands.

2.5 Streams

A stream is defined by the UDO as a course of running water, either perennial or intermittent, flowing in a channel.

TRC reviewed the wetland delineation report prepared by SEWRPC dated February 1, 2018 for aquatic resources other than wetlands.

2.6 Shore Buffers

A shore buffer is defined as the undisturbed land area (including undisturbed natural vegetation) within seventy-five (75) feet landward of the ordinary high-water mark of all navigable waters (lakes, ponds, and streams) and parallel to that ordinary high-water mark.

TRC reviewed the wetland delineation report prepared by SEWRPC dated February 1, 2018 for aquatic resources other than wetlands identified by SEWRPC during the October 13, 2016 field work.

2.7 Floodplains/Floodways/Floodlands

A floodplain is an area outside of the floodway that is subject to inundation by the 100-year flood; this ordinance includes the Floodplain Conservancy District and the Floodplain Fringe Overlay District. Floodways are designated portions of the 100-year flood that will safely convey the regulatory flood discharge with small, acceptable upstream and downstream stage increases. Floodlands are areas,

including channels, floodways and floodplains of any given reach, which are subject to inundation by the flood with a given recurring frequency. The 100-year flood is generally used for zoning regulation. This ordinance uses the 50-year flood and the 10-year flood events also.

TRC reviewed the best available information for floodplains, floodways, and floodlands within the property.

2.8 Wetland Buffers (2003-1747 Section 19)

Wetland buffers are the undisturbed land area within thirty (30) feet of the delineated wetland boundary.

TRC assessed the Study Area during a January 2019 site visit to field verify if there were areas that would be considered to be undisturbed. It was determined that the prior agricultural fields are currently fallow and volunteer, ruderal plants were dominating the fields and are presently undisturbed.

2.9 Wetlands and Shoreland Wetlands

The UDO defines a wetland as an area where water is at, near, or above the land surface long enough to be capable of supporting aquatic or hydrophytic vegetation and which has soils indicative of wet conditions. Shoreland wetlands are wetlands located within one thousand (1,000) feet of a lake, pond, or flowage, or three hundred (300) feet from a river or stream, or to the landward side of a floodplain. TRC reviewed the wetland delineation report prepared by SEWRPC dated February 1, 2018 for wetlands identified by SEWRPC during the October 13, 2016 field work.

3.0 Results

It was determined that no steep slopes, mature or young woodlands, lakes, ponds, streams, shore buffers, floodplains, floodways, floodlands or shoreland wetlands are present within the property.

It was determined that wetlands and wetland buffers are present within the property.

3.1 Wetlands

According to the February 1, 2018 SEWRPC Wetland Delineation Report, two wetlands were delineated, and their plant community areas were identified and inventoried during the October 13, 2016 field work totaling approximately 1.77 acres (Appendix B). Wetland W-1 was 1.7-acres (74,052 Sq. Ft.) and wetland W-2 was approximately 0.07-acres (3,049 Sq. Ft.). Wetland plant community areas are based on the boundaries staked and surveyed by SEWRPC using a hand-held sub-meter accuracy GPS device.

An approved jurisdictional determination request was submitted to the St. Paul District U.S. Army Corps of Engineers (USACE) Regulatory Branch on June 18, 2018 for wetlands W-1 and W-2. In a letter dated December 21, 2018 (Regulatory File No. 2018-01719-MHK, Appendix B) the USACE determined no waters of the United States were present within the site (Appendix E).

An artificial wetland exemption determination was conducted by the WDNR. A letter from the WDNR dated July 5, 2018 indicated that one wetland (wetland W-2) in the northeast corner of the property is an artificial wetland and is exempt from state regulations (Appendix E).

Wetland W-2 is not under the jurisdiction of the USACE and has been determined to be exempt from state regulations; therefore, the wetland is not shown on the NRPP nor has it been used for the site calculations.

A Non-Federal Wetland Exemption Request was submitted to the Wisconsin Department of Natural Resources (WDNR) for part of wetland W-1 on February 4, 2019 (Appendix E). The WDNR requested additional information to verify the quality of wetland W-1. At the request of WDNR, TRC did additional botanical surveys in March 2019 to assess the quality of the portion of wetland located south of the Project Area and provided this information to the WDNR. In a letter dated April 2, 2019 (EXE-SE-2019-41-00326) the WDNR determined the portion of Wetland W-1, as shown on the map for the exemption request, met the criteria for a non-federal wetland exemption.

At the request of the City of Franklin's Planning Department, these non-federally exempted wetland areas, and associated 30' wetland buffers, are included in the site calculations table included on the NRPP plan.

In order to better distinguish the separate sections of what SEWRPC labeled as wetland W-1 within the Project area, the wetland sections were relabeled as W-1, W-2 and W-3 in the NRPP Figure (Appendix A, Figure 1).

A total of 1.513 acres of wetland are located within the Study Area. Once the exempt, non-federal wetlands are removed, a total of 1.285 acres of wetlands are located within the Study Area.

All wetlands not exempted by state or federal regulations will be preserved and protected by a conservation easement.

3.2 Wetland Buffers

A total of 1.482 acres of 30' wetland buffer are present within the Study Area. Once the 30' wetland buffers associated with the exempt, non-federal wetlands are removed, there are a total of 0.801 acres of wetland buffer.

A small portion of the wetland buffers for wetland W-2 and W-3 will be temporarily impacted when the non-federally exempted portions of those wetlands are filled. All temporarily impacted portions of the buffers will be re-established upon completion of all fill activities. Wetland buffers will be protected thereafter through a conservation easement.

3.3 Wetland Building Setbacks.

There are a total of 3.566 acres of 50' wetland building setbacks within the Study Area. Once the 50' wetland building setbacks associated with the exempt, non-federal wetlands are removed, there are a total of 1.400 acres of 50' wetland building setbacks within the Study Area.

4.0 Discussion

All natural resource features shown to be impacted or revised are either exempted non-federal wetlands or buffers and set-backs associated with exempted non-federal wetlands.

Based upon the approval of the non-federal wetland exemption the area of regulated wetlands has been reduced by approximately 9,899 square feet.

Included in Appendix C are Table 15-3.0502: Worksheet for the Calculation of Base Site Area for Both Residential and Nonresidential Development, Table 15-3.0503: Worksheet for the Calculation of Resource Protection Land, Table 15-3.0504: Worksheet for the Calculation of Site Intensity and Capacity for Residential Development, and a NRPP Checklist. Site photographs are located in Appendix D.

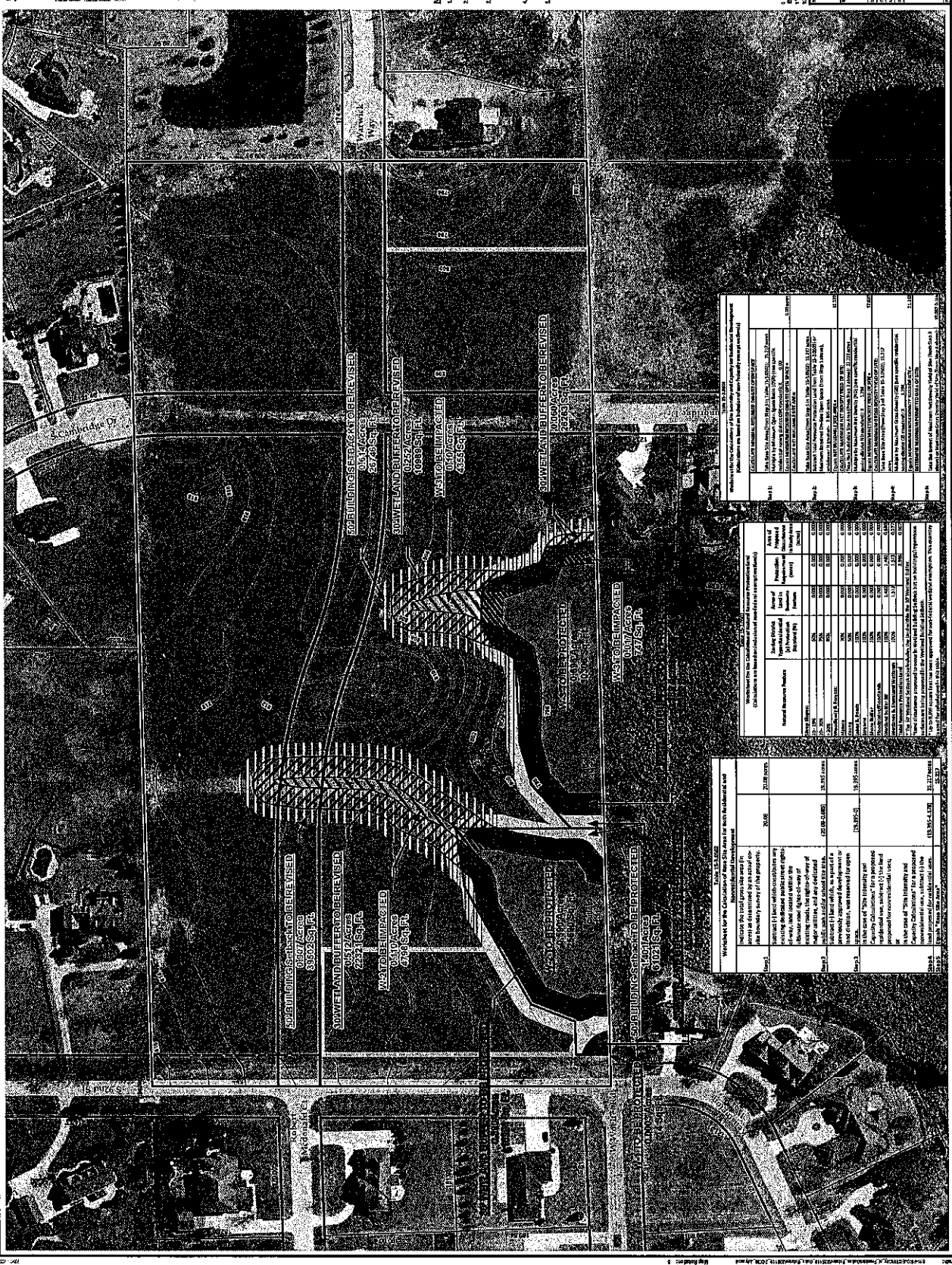
Oakes Estates proposes no mitigation because the impacted natural resource features are exempted by both state and federal regulations. For further details on why no mitigation is being proposed see NR 281.36 (12m) Wis. Stats.

Once the exempt non-federal wetlands, 30' wetland buffers and 50' wetland building setbacks are removed, the following tables show the Calculation of Natural Resource Protection Land (Table 15-3.0503) and Calculations of Site Intensity and Capacity for Residential Development (Table 15-3.0504).

5.0 Conclusion

This NRPP was prepared for the purposes of a single-family residential subdivision development project. Based on the information provided to TRC, the protection requirement of all present regulated natural resources are being met. Changes in the City of Franklin's UDO or the interpretation of the UDO or changes to the project's design may result in changes to the findings of this NRPP.

Appendix A:
Figure 1 – Natural Resources Protection Plan Sheet



- LEGEND**
- STUDY AREA
 - WETLAND
 - DELIMITED WETLAND TO BE IMPACTED
 - WETLAND BUFFER TO BE IMPACTED
 - WETLAND BUFFER TO BE PROTECTED
 - BUILDING SETBACK TO BE REVERSED
 - BUILDING SETBACK TO BE PROTECTED
 - OUTLOT
 - OUTLOT AND CONSERVATION EASEMENT
 - 2' CONTIGUOUS
 - RIGHT OF WAY

NOTES

1. BASE MAP SOURCE: TRANSMITTANCE FROM GOOGLE EARTH/PRO, 2008.
2. SOURCE: AERIAL PHOTO, 2008.
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PROJECT INFORMATION

PROJECT: **CHARTER ESTATES SUBDIVISION**

DATE: **10/10/2011**

BY: **TRC**

PROJECT LOCATION

PROJECT: **NW 1/4 SECTION 35, TOWNSHIP 35N, RANGE 29E**

PROJECT DESCRIPTION

PROJECT: **NATURAL RESOURCE PROTECTION PLAN**

PROJECT OWNER

OWNER: **CHARTER ESTATES**

ADDRESS: **10000 N. 100TH AVE., SUITE 100, EDEN PRAIRIE, MN 55324**

PROJECT NUMBER

PROJECT: **FIGURE 1**

PROJECT SCALE

SCALE: **1" = 100'**

PROJECT DATE

DATE: **10/10/2011**

PROJECT STATUS

STATUS: **PRELIMINARY**

PROJECT NOTES

NOTE: **THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF TRC.**

Table 1: Wetland Delineation Data

Wetland Type	Area (Acres)	Perimeter (Feet)	Notes
Shrub Wetland	1.00	1,000	
Emergent Wetland	2.00	2,000	
Forest Wetland	3.00	3,000	
Water	4.00	4,000	
Barren Land	5.00	5,000	
Developed Land	6.00	6,000	
Other	7.00	7,000	
Total	28.00	28,000	

Table 2: Building Setback Data

Setback Type	Area (Acres)	Perimeter (Feet)	Notes
Building Footprint	1.00	1,000	
Building Buffer	2.00	2,000	
Other	3.00	3,000	
Total	6.00	6,000	

Table 3: Wetland Buffer Data

Buffer Type	Area (Acres)	Perimeter (Feet)	Notes
Buffer 1	1.00	1,000	
Buffer 2	2.00	2,000	
Buffer 3	3.00	3,000	
Total	6.00	6,000	

Table 4: Wetland Buffer Data

Buffer Type	Area (Acres)	Perimeter (Feet)	Notes
Buffer 1	1.00	1,000	
Buffer 2	2.00	2,000	
Buffer 3	3.00	3,000	
Total	6.00	6,000	

EXHIBIT "A"

Property Legal Description:

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

Beginning at the Southwest corner of the Northwest 1/4 of said Section 9; run thence N00°03'00"W, 659.57 feet along the West line of the Northwest 1/4 of said Section 9; thence N88°34'18"E, 1325.64 feet to the West line of Stone Hedge Subdivision Addition No. 1, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 14, 2005 as Document No. 09028234; thence S00°08'32"E, 659.95 feet along the West line of Stone Hedge Subdivision Addition No. 1 to the South line of the Northwest 1/4 of said Section 9; thence S88°35'21"W, 1326.69 feet along the South line of the Northwest 1/4 of said Section 9 to the point of beginning of this description. Containing 874,719 square feet or 20.081 acres.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/06/19
REPORTS & RECOMMENDATIONS	REQUEST TO AMEND RESOLUTION NO. 2019-7473 A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A TWO-FAMILY RESIDENTIAL SIDE BY SIDE RANCH TOWNHOME USE UPON PROPERTY LOCATED AT 10504 WEST CORTEZ CIRCLE (GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM HOMES & REALTY, INC., APPLICANT)	ITEM NUMBER <i>G.16.</i>

At its March 19, 2019 meeting, the Common Council approved Resolution No. 2019-7473 imposing conditions and restrictions for the approval of a special use for a two-family residential side by side ranch townhome use upon property located at 10504 West Cortez Circle (Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., Applicant. Condition number 4 of Resolution No. 2019-7473 required that a Conservation Easement be submitted for Common Council approval and recording with the Milwaukee County Register of Deeds Office, and condition number 5 of the Resolution pertained to the protection of the property protected by the Conservation Easement.

Subsequent to recording of the subject Conservation Easement, the applicant indicated to staff that further natural resources investigations, later confirmed by the City Forester, indicated that a number of trees were dead or dying, and that the woodlands remaining were not enough to qualify as a protected woodland. As the Conservation Easement was comprised solely of this woodland, the applicant has requested that the Conservation Easement be removed from the subject property.

Furthermore, the applicant is also requesting that Resolution No. 2019-7473 be amended to change the expiration of the Special Use approval from "issuance of an occupancy permit" to "issuance of a building permit".

Accordingly, staff has prepared the subject motion to amend Resolution No. 2019-7473 to rescind and delete conditions number 4 and number 5, and to delete the woodland areas as depicted upon the Plat of Survey and Site Plan which are included within Exhibit A of Resolution No. 2019-7477.

COUNCIL ACTION REQUESTED

A motion to amend Resolution No. 2019-7473, a resolution imposing conditions and restrictions for the approval of a special use for a two-family residential side by side ranch townhome use upon property located at 10504 West Cortez Circle (Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., Applicant) to rescind and delete conditions number 4 and number 5, to delete "occupancy permit" and in place thereof insert "building permit" in regard to the expiration of the Special Use approval, and to delete the woodland areas as depicted upon the Plat of Survey and the Site Plan which are included within Exhibit A of Resolution No. 2019-7473.

RESOLUTION NO. 2019-_____

A RESOLUTION AMENDING RESOLUTION NO. 2019-7473, A RESOLUTION
IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A TWO-FAMILY
RESIDENTIAL SIDE BY SIDE RANCH TOWNHOME USE UPON
PROPERTY LOCATED AT 10504 WEST CORTEZ CIRCLE
(GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM
HOMES & REALTY, INC., APPLICANT)

WHEREAS, Resolution No. 2019-7473, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Two-Family Residential Side by Side Ranch Townhome Use Upon Property Located At 10504 West Cortez Circle, was adopted by the Common Council on March 19, 2019; and

WHEREAS, Condition No. 4. of said Resolution provides: "Applicant shall submit a Conservation Easement for the mature woodlands area as set forth on the Natural Resources Protection Plan for the property, for review and approval by the Common Council..."; Condition No. 5. of said Resolution pertains to the protection of the property protected by the Conservation Easement; and subsequent thereto, Applicant obtained a tree survey from a certified and licensed arborist, which resulted in findings that the subject woodlands was comprised essentially of trees which were dead, diseased or in poor condition, which survey was confirmed by the City Forester upon a site inspection, thus removing the supporting need for a Conservation Easement; and

WHEREAS, Applicant has also requested an amendment to the condition in the Further Resolved of the Resolution that the Special Use be established by way of the issuance of an occupancy permit, be amended to the issuance of a building permit; and

WHEREAS, the property is zoned R-8 Multiple-Family Residence District, located at 10504 West Cortez Circle (northeast corner of the intersection of South Lovers Lane Road and West Cortez Circle), bearing Tax Key No. 747-9979-000, more particularly described as follows:

That part of the Southwest 1/4 of Section 5, in Township 5 North, Range 21 East, bounded and described as follows: Commencing at a point in the North 1/4 Section line, 663 feet East of the Northwest corner of said 1/4 Section; running thence South and parallel with the West line of said 1/4 Section, 80 feet to a point; thence East and parallel with the North line of said 1/4 Section, 272.25 feet to a point; thence North and parallel with the West line of said 1/4 Section, 80 feet to a point on the North line of said 1/4 Section; thence West along said North line 272.25 feet to the point of commencement, and reserving

GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM
HOMES & REALTY, INC. – SPECIAL USE AMENDMENT
RESOLUTION NO. 2019-_____

Page 2

the West 24.75 feet for highway purposes, further excepting those lands conveyed to the State of Wisconsin in an instrument recorded May 23, 1969, in Reel/Volume 480, Image/Page 784, as Document No. 4464721; and

WHEREAS, the Department of City Development having recommended approval of the aforesaid amendments.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the upon the application of Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., for the amendment of Resolution No. 2019-7473, that same be and is hereby amended as follows:

1. Condition No. 4. is hereby rescinded and deleted.
2. Condition No. 5. is hereby rescinded and deleted.
3. The Further Resolved provision providing for the establishment of the Special Use within one year from the date of adoption of Resolution No. 2019-7473 is hereby amended as follows: delete: "occupancy permit", and in place thereof, insert: "building permit"; the provision thereof with regard to the expiration of the Special Use permission is hereby extended to the expiration of one year from the date of adoption of this Resolution Amending Resolution No. 2019-7473.
4. The woodlands and buildings areas depicted upon the Plat of Survey and Site Plan on the first two pages of Exhibit A of Resolution No. 2019-7473 are no longer applicable to the site and are hereby deleted.

BE IT FURTHER RESOLVED, that all of the other terms and provisions of Resolution No. 2019-7473 not amended as aforesaid, shall remain in full force and effect.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM
HOMES & REALTY, INC. – SPECIAL USE AMENDMENT
RESOLUTION NO. 2019-_____

Page 3

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Greg Nisenbaum
Nisenbaum Homes & Realty, Inc.
gregoryn@nisenbaumhomes.com
www.nisenbaumhomes.com
(Office) 414-425-5950
(Fax) 414-425-5950
(Cell) 414-719-4244

07 / 24 / 2019

Department Of City Development
City Of Franklin
9229 W. Loomis Rd.
Franklin, Wisconsin 53132
(414) 425-4024
generalplanning@franklinwi.gov

Re : Miscellaneous Application : Conservation Easement at 10504 W. Cortez Circle Franklin,
Wisconsin 53132

To Whom it may concern :

As part of a Special Use Application with the City Of Franklin, Department Of City Development a Natural Resource Protection Plan (NRPP) was completed By GRAEF on January 4, 2019 (see attached) for the above named address (vacant lot). Dead, dying, or diseased trees were not surveyed or included on the GRAEF NRPP map for the Conservation Easement.

On February 12, 2019 a Plat Of Survey (see attached) was revised at the request of the City Of Franklin Department Of City Development to show a CONSERVATION EASEMENT on the survey for a PROTECTED MATURE WOODLAND GROVE within the Conservation Easement.

On May 30, 2019, Hoppe Tree Service completed a tree survey to evaluate the trees and other plants within the Conservation Easement for the Protected Mature Woodland Grove.

The reason for the survey was to evaluate the health of the trees and other plants within the

CONSERVATION EASEMENT. A report was completed (see attached). It was determined by the Hoppe Tree Service arborist that the trees and other plants within the CONSERVATION EASEMENT are undesirable in that they were either dead, dying, diseased, or noxious.

The City Of Franklin Forester did visit the property and agreed with the findings of Hoppe Tree Service report and that the Conservation Easement should be removed. (see attached e-mail's dated June 25,2019, and e-mail from the City Of Franklin Department Of City Development dated July 20, 2019.)

Based on the findings, I am requesting that the City Of Franklin Common Council rescind or void Resolution number 2019 -7477 (the Conservation Easement). I am also requesting that the City Of Franklin Common Council revise Special Use Resolution number 2019 - 7473. The Conservation Easement and Resolution should be recorded with the Milwaukee County Register Of Deeds with the real estate records for this property.

Sincerely,

Greg Nisenbaum


Nisenbaum Homes & Realty, Inc.

Approve Estimate

HOPPE
TREE SERVICE



Created: 2019-05-30 07:33:55

ESTIMATE FOR 10504 WEST CORTEZ CIRCLE, FRANKLIN, WI

Untitled Estimate

Estimate ID: 105884

Contact: Greg Nisenbaum (gregoryn@nisenbaumhomes.com;-;wmarrens.hoppetree@gmail.com)

Address: 8103 S Country Club Cir, Franklin, WI 53132

Status: sent

SALES REP

Fred Hoppe

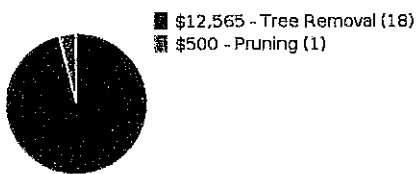
fred@hoppetreeservice.com

414-507-8714

Total Bid: \$13,065.00

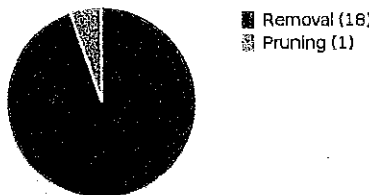
Treatment Categories

image-charts.com



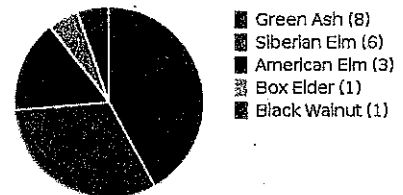
Treatment Summary









image-charts.com














Species Summary

image-charts.com



Tree	ID	Name	Treatment
 http://app.arborplus.com/tree_images/52441/1000676715.1_lrg.jpg	1	24-30" Siberian Elm (Ulmus pumila) [1000676715] very poor condition	Removal
 http://app.arborplus.com/tree_images/52441/1000676698.1_lrg.jpg	2	24-30" Green Ash (Fraxinus pennsylvanica) [1000676698] dead	Removal
 http://app.arborplus.com/tree_images/52441/1000676697.1_lrg.jpg	3	12-18" Green Ash (Fraxinus pennsylvanica) [1000676697] dead	Removal
 http://app.arborplus.com/tree_images/52441/1000676696.1_lrg.jpg	4	24-30" Siberian Elm (Ulmus pumila) [1000676696] very poor condition	Removal
 http://app.arborplus.com/tree_images/52441/1000676695.1_lrg.jpg	5	18-24" Siberian Elm (Ulmus pumila) [1000676695] very poor condition	Removal
 http://app.arborplus.com/tree_images/52441/1000676694.1_lrg.jpg	6	12-18" Box Elder (Acer negundo) [1000676694] very poor condition	Removal
 http://app.arborplus.com/tree_images/52441/1000676693.1_lrg.jpg	7	6-12" American Elm (Ulmus americana) [1000676693] very poor condition We energies disconnect to the light pole on lovers lane for this tree and the siberian elm on lovers lane	Removal
 http://app.arborplus.com/tree_images/52441/1000676692.1_lrg.jpg	8	6-12" Green Ash (Fraxinus pennsylvanica) [1000676692] very poor condition	Removal

	http://app.arborplus.com/tree_images/52441/1000676691.1_lrg.jpg	9	6-12" American Elm (Ulmus americana) [1000676691] very poor condition We energies disconnect to the light pole on lovers lane for this tree and the siberian elm on lovers lane	Removal
	http://app.arborplus.com/tree_images/52441/1000676690.1_lrg.jpg	10	30-36" Black Walnut (Juglans nigra) [1000676690] very poor condition	Pruning
	http://app.arborplus.com/tree_images/52441/1000676689.1_lrg.jpg	11	6-12" Green Ash (Fraxinus pennsylvanica) [1000676689] dead	Removal
	http://app.arborplus.com/tree_images/52441/1000676688.1_lrg.jpg	12	12-18" Green Ash (Fraxinus pennsylvanica) [1000676688] dead	Removal
	http://app.arborplus.com/tree_images/52441/1000676687.1_lrg.jpg	13	12-18" American Elm (Ulmus americana) [1000676687] very poor condition We energies disconnect to the light pole on lovers lane for this tree and the siberian elm on lovers lane	Removal
	http://app.arborplus.com/tree_images/52441/1000676686.1_lrg.jpg	14	30-36" Siberian Elm (Ulmus pumila) [1000676686] very poor condition	Removal
	http://app.arborplus.com/tree_images/52441/1000676685.1_lrg.jpg	15	18-24" Green Ash (Fraxinus pennsylvanica) [1000676685] dead	Removal
	http://app.arborplus.com/tree_images/52441/1000676684.1_lrg.jpg	16	30-36" Siberian Elm (Ulmus pumila) [1000676684] very poor condition	Removal

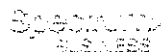
	12-18" Siberian Elm (Ulmus pumila) [1000676683] very poor condition	17	Removal
(http://app.arborplus.com/tree_images/52441/1000676683.1_lrg.jpg)			
	24-30" Green Ash (Fraxinus pennsylvanica) [1000676682] dead tree	18	Removal
(http://app.arborplus.com/tree_images/52441/1000676682.1_lrg.jpg)			
	24-30" Green Ash (Fraxinus pennsylvanica) [1000676681] dead tree	19	Removal
(http://app.arborplus.com/tree_images/52441/1000676681.1_lrg.jpg)			
Subtotal: \$13,065.00			

< >
Total: \$13,065.00

Definition of Treatments:

- **Removal** - Complete removal of tree to ground level using safety practices as outlined in ANSI Z133.1 safety standard.
- **Pruning** - Specifications to be determined by arborist.

**Notes**



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Move to: ▼

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From: Gail Olsen <GOlsen@franklinwi.gov>
To: 'gregoryn@nisenbaumhomes.com' <gregoryn@nisenbaumhomes.com>
Cc: Gail Olsen <GOlsen@franklinwi.gov>

Subject: FW: City Forester information for Greg Nisenbaum
Priority: Normal Date: Tuesday, July 23, 2019 5:24 PM Size: 32 KB

Attachments: [1] (11.5 KB)

Greg --

Here is the email from Joel as we discussed.

Thank you,

Gail Olsen
Planning Secretary - Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, Wisconsin 53132
Phone: 414-425-4024
Fax: 414-427-7891



From: Joel Dietl
Sent: Tuesday, July 23, 2019 4:07 PM
To: Gail Olsen
Subject: City Forester information for Greg Nisenbaum

Joel Dietl, AICP
Planning Manager
Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, Wisconsin 53132
Phone: 414-425-4024
Email: jdietl@franklinwi.gov



— Forwarded Message —

Date: [Tue, 25 Jun 2019 16:09:03 +0000]
From: Tom Riha <TRiha@franklinwi.gov>
To: Joel Dietl <JDietl@franklinwi.gov>
Subject: 10540 Cortez Cir.

Hi Joel,

I had the chance to take a look at 10540 Cortez Circle today. I agree with the findings of Hoppe Tree Service. All ash trees are dead. 2 of the Siberian Elm are within city right of way along Cortez and it would make sense to remove them. Also along the county right of way a Siberian and an American Elm lean over the roadway. The Wisconsin DNR has Siberian Elm listed as a restricted invasive species. When the green ash and Siberian elm are removed only 5 trees remain. 1 Silver Maple in fair condition which Hoppe recommended to trim. 1 Black Walnut which was recommended to trim. 2 American Elm which will most likely die in the near future due to the presence of Dutch Elm Disease. 1 Box Elder which is still on ordinance as prohibited.

I recommend that a grove no longer exists on the property and that the conservation easement should be removed. Please call if you anything else.

I also received an email about the development on Ryan Rd. Let me know if you would like me to do a site visit with you sometime.

Thank You,

Tom Riha
City Forester
ISA-Certified Arborist/Municipal Specialist



Previous Message | Next Message

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MESSAGE

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From: Joel Dietl <JDietl@franklinwi.gov>
To: 'gregoryn@nisenbaumhomes.com' <gregoryn@nisenbaumhomes.com>
Cc: Jesse Wesolowski <jweslaw@aol.com>

Subject: 10504 Cortez Circle Special Use and Conservation Easement

Priority: Normal Date: Saturday, July 20, 2019 4:03 PM Size: 1 MB

Attachments: Miscellaneous 2015 Application_Formfiller.pdf (201.1 KB) RES2019-7473 (Special Use-Nisenbaum).pdf (782.8 KB) RES2019-7477 (Conservation Easement-Nisenbaum Homes).pdf (257.5 KB)

Greg,

The City's Forester did visit the property at 10504 Cortez Circle and agreed with the findings of Hoppe Tree Service. As some of the trees were dead, there no longer are enough to qualify as a woodland grove, and the Conservation Easement should be removed. He also agreed with the removal of the Siberian Elms and Green Ash, and the trimming of the Silver Maple and Black Walnut.

As suggested by Jesse Wesolowski at our meeting of June 24th, you may complete the attached Miscellaneous application, and request that the Common Council revise Special Use Resolution No. 2019-7473 to remove condition #4, and to rescind or void Resolution No. 2019-7477 (the conservation easement).

Upon receipt of the completed application form, fee, and seven copies of all associated materials, at least 8 days before a scheduled Common Council meeting, this item would be placed on that agenda. Contrary to the application form, we will not need to conduct a staff review, and will be able to forward this directly to the Common Council.

You may wish to contact your attorney, to determine what documents or paperwork you should file with the Milwaukee County Register of Deeds Office to insure that if approved by the Common Council, that a record of that decision is included with the real estate records for this property.

Joel Dietl, AICP
Planning Manager
Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, Wisconsin 53132
Phone: 414-425-4024
Email: jdietl@franklinwi.gov



Open Attachment: Miscellaneous 2015 Application_Formfiller.pdf
Open Attachment: RES2019-7473 (Special Use-Nisenbaum).pdf
Open Attachment: RES2019-7477 (Conservation Easement-Nisenbaum Homes).pdf

[Previous Message](#) | [Next Message](#)

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RESOLUTION NO. 2019-7473

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A TWO-FAMILY
RESIDENTIAL SIDE BY SIDE RANCH TOWNHOME USE UPON
PROPERTY LOCATED AT 10504 WEST CORTEZ CIRCLE
(GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM
HOMES & REALTY, INC., APPLICANT)

WHEREAS, Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc. having petitioned the City of Franklin for the approval of a Special Use in an R-8 Multiple-Family Residence District, to allow for a two-family residential side by side ranch townhome use with 1,371 square feet of living space and basement in each ranch unit and a proposed shared driveway entrance off of West Cortez Circle, upon property zoned R-8 Multiple-Family Residence District, located at 10504 West Cortez Circle (northeast corner of the intersection of South Lovers Lane Road and West Cortez Circle), bearing Tax Key No. 747-9979-000, more particularly described as follows:

That part of the Southwest 1/4 of Section 5, in Township 5 North, Range 21 East, bounded and described as follows: Commencing at a point in the North 1/4 Section line, 663 feet East of the Northwest corner of said 1/4 Section; running thence South and parallel with the West line of said 1/4 Section, 80 feet to a point; thence East and parallel with the North line of said 1/4 Section, 272.25 feet to a point; thence North and parallel with the West line of said 1/4 Section, 80 feet to a point on the North line of said 1/4 Section; thence West along said North line 272.25 feet to the point of commencement, and reserving the West 24.75 feet for highway purposes, further excepting those lands conveyed to the State of Wisconsin in an instrument recorded May 23, 1969, in Reel/Volume 480, Image/Page 784, as Document No. 4464721; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 7th day of March, 2019, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., successors and assigns, as a two-family residential side by side ranch townhome use, which shall be developed in substantial compliance with, and operated and maintained by Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., pursuant to those plans City file-stamped February 13, 2019 and annexed hereto and incorporated herein as Exhibit A.
2. Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc. two-family residential side by side ranch townhome, 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.
3. The approval granted hereunder is conditional upon Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., and the two-family residential side by side ranch townhome use, for the property located at 10504 West Cortez Circle: (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.
4. Applicant shall submit a Conservation Easement for the mature woodlands area as set forth on the Natural Resources Protection Plan for the property, for review and approval by the Common Council and recording with the Milwaukee County Register of Deeds, prior to the issuance of a Grading Permit.
5. Two private water laterals (one for each unit) to connect to the public water main may be installed in the area of the property protected by the Conservation Easement, provided that no tree(s) shall be disturbed; in the event nonetheless of any such disturbance, applicant, successors and assigns, shall be responsible to provide for the on-site mitigation thereof pursuant to §15-4.0103. B.1. of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, that in the event Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

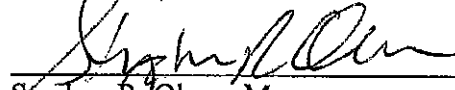
BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this 19th day of March, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 19th day of March, 2019.

APPROVED:



Stephen R. Olson, Mayor

ATTEST:



Sandra L. Wesolowski, City Clerk

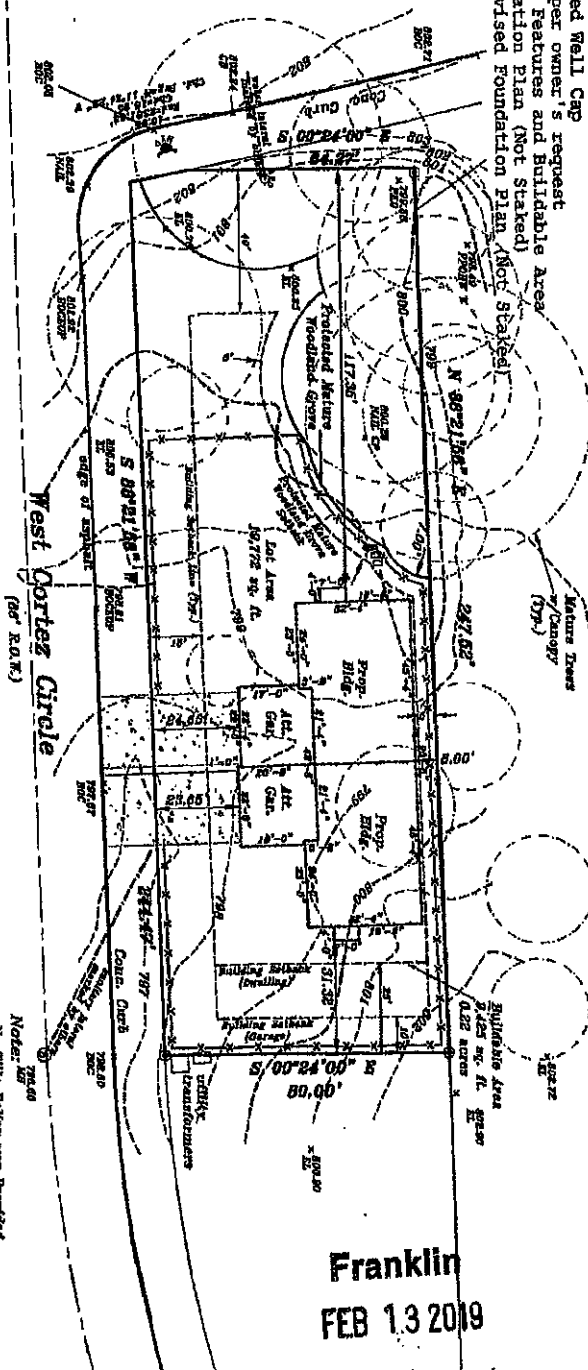
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Nisenbaum, James

Survey No. 109506

Franklin
FEB 13 2019
City Development

South Lovers Lane (S.T.H. "100")
(140' R.O.M.)



794.60
Notes: 435
No Ylta Policy was Provided
at the time of this Plat of Survey

PROFESSIONAL LAND SURVEYORS AND CIVIL ENGINEERS

4415 West Forest Home Avenue, Suite 202

Index Country: Macedonia 22120

TEL (414) 522-0306 **FAX (414) 522-0711**

சென்னை: ஸ்டீல் டீமர் குறித்து உத்தரவு

Denotes Iron Pine Four

Devoes x 200 x 200 x 200


0 — Denotes Iron Pipe Set

— Denotes Proposed

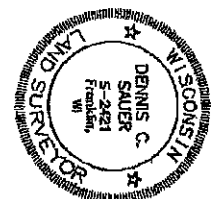
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GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

[illegible]

Dennis C. Bauer
Professorial Lecturer Emeritus

Professorial Lund University 8:45

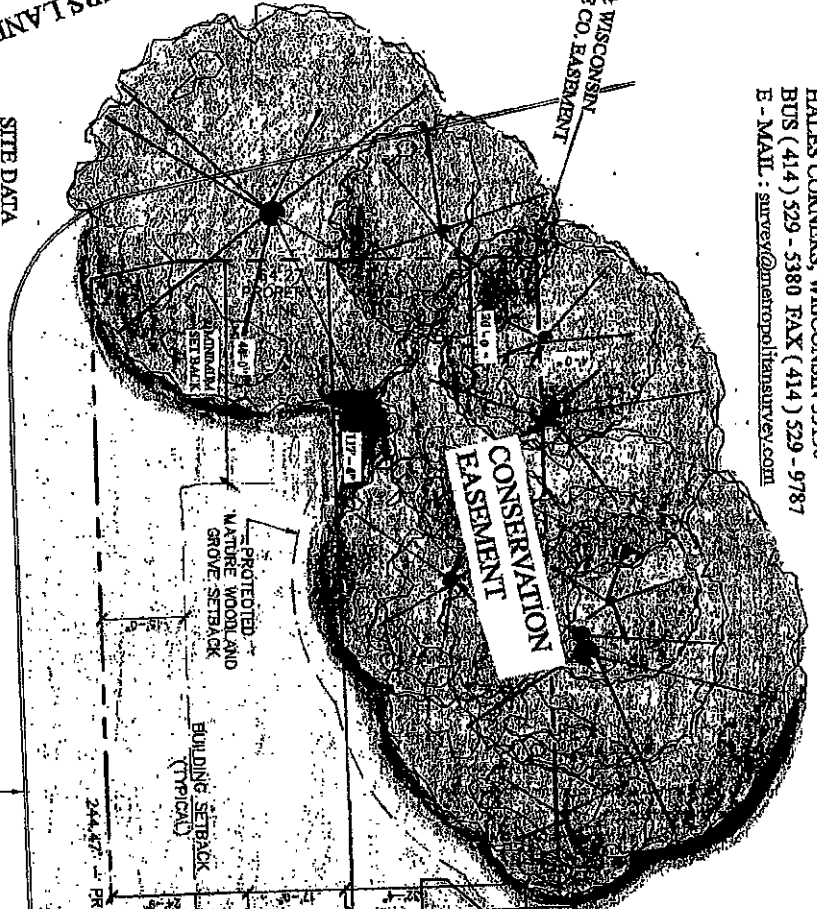
Ex. A

SURVEYOR: NOTE: This site plan was prepared from Plat Of Survey dated 2/12/2019

METROPOLITAN SURVEY SERVICE, INC.
9415 WEST FOREST HOME AVENUE, SUITE 202
HALES CORNERS, WISCONSIN 53130
BUS (414) 529-5380 FAX (414) 529-9787
E-MAIL: survey@metropolitansurvey.com

"140 FEET R.O.W."
SOUTH LOVERS LANE

WEP CO. & WISCONSIN
TELEPHONE CO. EASEMENT



SITE DATA

TOTAL LOT AREA = 19,772 SQ. FT.

0.45 ACRES

PRINCIPAL BUILDING HEIGHT ONE STORY = 26' 8"

ZONING DISTRICT : R-8

YARD SETBACK REQUIREMENTS

FRONT YARD = 40' - 0" MINIMUM

(FRONT OF LOT FACING ARTERIAL ROAD - SOUTH LOVERS LANE)

REAR YARD = 25' - 0"

SIDE YARD = 15' - 0"

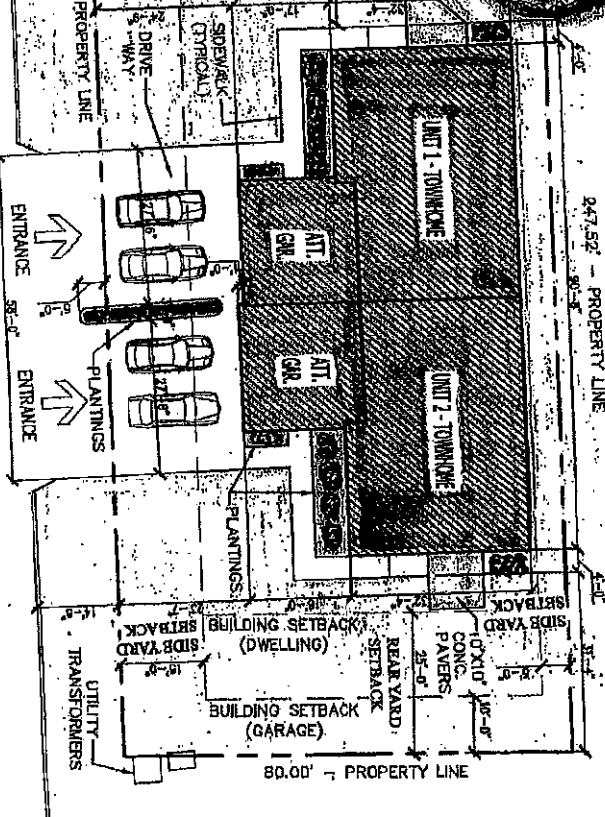
MINIMUM YARD = 12' 0"

10504 WEST CORTEZ CIRCLE
FRANKLIN, WISCONSIN

"66 FEET R.O.W."

Franklin
FEB 13 2019
City Development

1 SITE PLAN
1" = 20'-0"



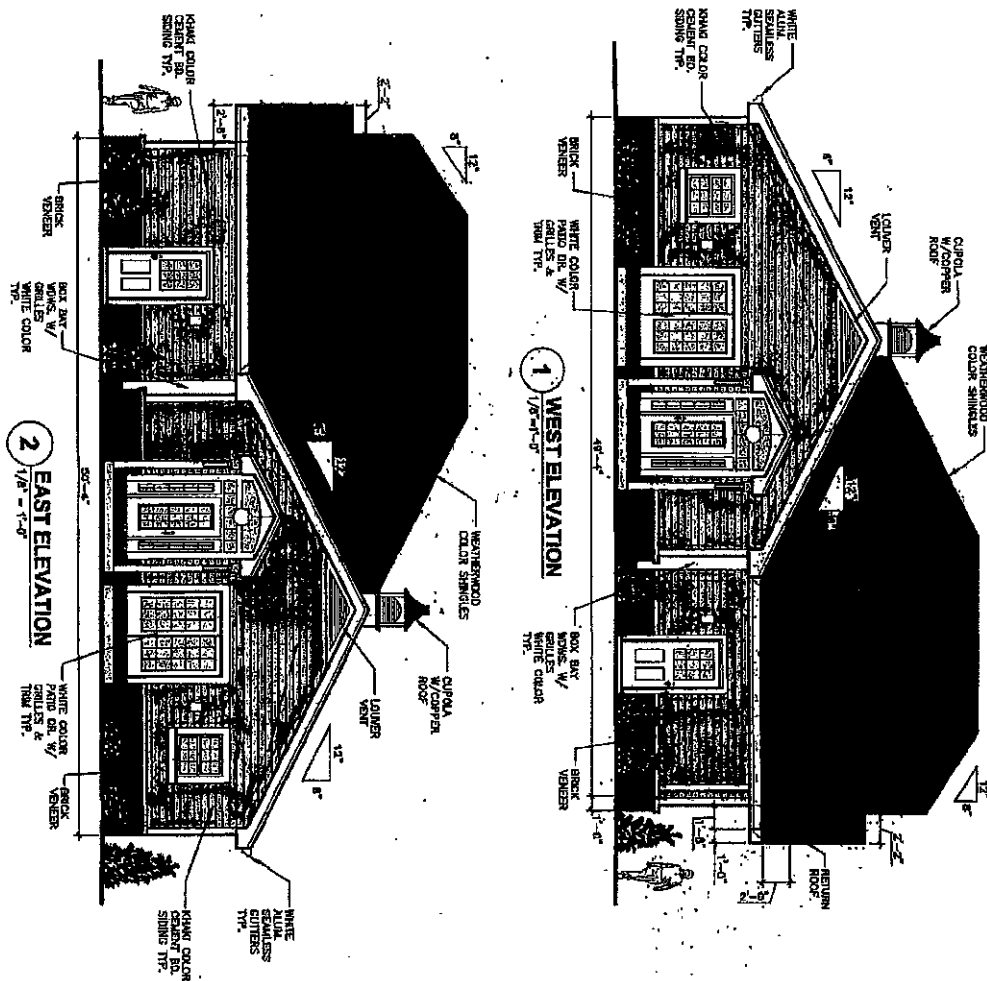
Architectural elevation drawing of a building facade. The drawing includes the following specifications and labels:

- Roof:** CAPRA W/COFFER ROOF
- Shingles:** WEATHERWOOD COLOR SHINGLES
- Trim:** BRONZE METAL TRIM
- Windows:** WHITE ALUM. SEAMLESS DOUBLE TR.
- Interior:** WHITE COCKER WHITE BRACKERS WHITE TRIM FISH
- Exterior:** WHITE COCKER WHITE BRACKERS WHITE TRIM FISH
- Structural:** 32"x18" POSTS W/ DECKERS WHITE BRACKERS WHITE TRIM FISH
- Angles:** 90°-4"
- Materials:** BRONZE METAL TRIM
- Colors:** WHITE COCKER WHITE BRACKERS WHITE TRIM FISH
- Dimensions:** 12'-0" (width of a section), 12'-0" (width of a section)
- Labels:** ON FLS, ON FLS

[illegible]

Franklin
FEB 13 2019
City Development

Ex. A



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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>08/06/19</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>REQUEST TO RESCIND RESOLUTION NO. 2019-7477 A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SPECIAL USE AND NATURAL RESOURCE PROTECTION PLAN FOR A TWO-FAMILY RESIDENTIAL SIDE BY SIDE RANCH TOWNHOME USE UPON PROPERTY LOCATED AT 10504 WEST CORTEZ CIRCLE AND TO VACATE, WAIVE AND RELEASE THE CONSERVATION EASEMENT (GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM HOMES & REALTY, INC., APPLICANT)</p>	<p>ITEM NUMBER</p> <p><i>6.17.</i></p>

At its April 1, 2019 meeting the Common Council approved Resolution No. 2019-7477 authorizing certain officials to accept a Conservation Easement for and as part of the review and approval of a Special Use and Natural Resource Protection Plan for a two-family residential side by side ranch townhome use with 1,371 square feet of living space and basement in each ranch unit and a proposed shared driveway entrance off of West Cortez Circle, upon property zoned R-8 Multiple-Family Residence District, located at 10504 West Cortez Circle, subject to technical corrections by the City Attorney.

Subsequent to recording of the subject Conservation Easement, the applicant indicated to staff that further natural resources investigations, later confirmed by the City Forester, indicated that a number of trees were dead or dying, and that the woodlands remaining were not enough to qualify as a protected woodland. As the Conservation Easement was comprised solely of this woodland, the applicant has requested that the Conservation Easement be removed from the subject property.

Accordingly, staff has prepared the subject motion to rescind Resolution No. 2019-7477 and to vacate, waive and release the Conservation Easement as set forth in Resolution No. 2019-7477.

COUNCIL ACTION REQUESTED

A motion to rescind Resolution No. 2019-7477, a resolution authorizing certain officials to accept a Conservation Easement for and as part of the review and approval of a Special Use and Natural Resource Protection Plan for a two-family residential side by side ranch townhome use upon property located at 10504 West Cortez Circle, and to vacate, waive and release the Conservation Easement (Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., Applicant).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

draft 7/31/19

RESOLUTION NO. 2019-_____

A RESOLUTION TO RESCIND RESOLUTION NO. 2019-7477,
A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
ACCEPT A CONSERVATION EASEMENT FOR AND AS PART
OF THE REVIEW AND APPROVAL OF A SPECIAL USE AND NATURAL RESOURCE
PROTECTION PLAN FOR A TWO-FAMILY RESIDENTIAL SIDE BY SIDE RANCH
TOWNHOME USE UPON PROPERTY LOCATED AT 10504 WEST CORTEZ CIRCLE,
AND TO VACATE, WAIVE AND RELEASE THE CONSERVATION EASEMENT
(GREGORY D. NISENBAUM, PRESIDENT OF
NISENBAUM HOMES & REALTY, INC., APPLICANT)

WHEREAS, the Common Council having adopted the above-entitled Resolution No. 2019-7477 on April 1, 2019, the Conservation Easement accepted thereunder being in furtherance of a condition of Resolution No. 2019-7473, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Two-Family Residential Side by Side Ranch Townhome Use Upon Property Located at 10504 West Cortez Circle, adopted on March 19, 2019; and

WHEREAS, Condition No. 4. of said Resolution No. 2019-7473 provides: "Applicant shall submit a Conservation Easement for the mature woodlands area as set forth on the Natural Resources Protection Plan for the property, for review and approval by the Common Council..."; and subsequent thereto, Applicant obtained a tree survey from a certified and licensed arborist, which resulted in findings that the subject woodlands was comprised essentially of trees which were dead, diseased or in poor condition, which survey was confirmed by the City Forester upon a site inspection, thus removing the supporting need for a Conservation Easement; and

WHEREAS, the Conservation Easement was recorded in the Office of the Register of Deeds for Milwaukee County on April 25, 2019, as Document No. 10864861, Reel _____, Image _____; and the legal description of the property bearing Tax Key No. 747-9979-000 subject to the Conservation Easement is set forth on Exhibit A annexed hereto and incorporated herein; and

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

WHEREAS, the Department of City Development having recommended approval of the vacation, release and waiver of the conservation easement.

A RESOLUTION TO RESCIND RESOLUTION NO. 2019-7477
AND TO VACATE, WAIVE AND RELEASE THE CONSERVATION EASEMENT
NISENBAUM HOMES REALTY, INC.
RESOLUTION NO. 2019-_____

Page 2

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Resolution No. 2019-7477 be and the same is hereby rescinded, and that the Conservation Easement recorded in the Office of the Register of Deeds for Milwaukee County on April 25, 2019, as Document No. 10864861, Reel _____, Image _____, be and the same is hereby vacated, waived and released.

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

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this ____ day of August, 2019 by Alderman _____.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this ____ day of August, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

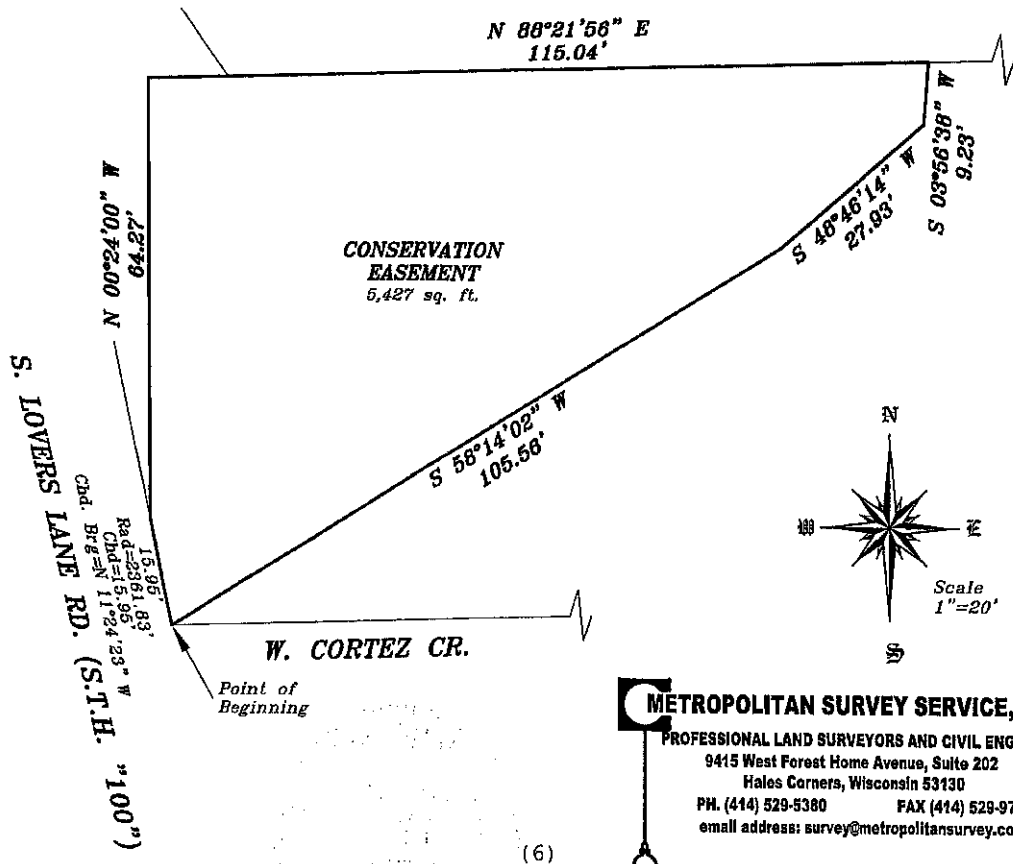
Exhibit A

CONSERVATION EASEMENT

LEGAL DESCRIPTION:

That part of the Southwest 1/4 of Section 5, in Township 5 North, Range 21 East, bounded and described as follows:

Commencing at a point of intersection of the East right-of-way line of South Lovers Lane Road with the North right-of-way line of West Cortez Circle, and the point of beginning of the lands to be described; thence Northwest 15.95 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 2361.83 feet and whose chord bears N 11°24'23" W, 15.95 feet; thence N 00°24'00" W, 64.27 feet; thence N 88°21'56" E, 115.04 feet; thence S 03°56'38" W, 9.23 feet; thence S 48°46'14" W, 27.93 feet; thence S 58°14'02" W, 105.56 feet to the point of beginning. Said land containing 5,427 square feet.



METROPOLITAN SURVEY SERVICE, INC.
PROFESSIONAL LAND SURVEYORS AND CIVIL ENGINEERS
9415 West Forest Home Avenue, Suite 202
Hales Corners, Wisconsin 53130
PH. (414) 529-5380 FAX (414) 529-9787
email address: survey@metropolitansurvey.com

Greg Nisenbaum
Nisenbaum Homes & Realty, Inc.
gregoryn@nisenbaumhomes.com
www.nisenbaumhomes.com
(Office) 414-425-5950
(Fax) 414-425-5950
(Cell) 414-719-4244

07 / 24 / 2019

Department Of City Development
City Of Franklin
9229 W. Loomis Rd.
Franklin, Wisconsin 53132
(414) 425-4024
generalplanning@franklinwi.gov

Re : Miscellaneous Application : Conservation Easement at 10504 W. Cortez Circle Franklin,
Wisconsin 53132

To Whom it may concern :

As part of a Special Use Application with the City Of Franklin, Department Of City Development a Natural Resource Protection Plan (NRPP) was completed By GRAEF on January 4, 2019 (see attached) for the above named address (vacant lot). Dead, dying, or diseased trees were not surveyed or included on the GRAEF NRPP map for the Conservation Easement.

On February 12, 2019 a Plat Of Survey (see attached) was revised at the request of the City Of Franklin Department Of City Development to show a CONSERVATION EASEMENT on the survey for a PROTECTED MATURE WOODLAND GROVE within the Conservation Easement.

On May 30, 2019, Hoppe Tree Service completed a tree survey to evaluate the trees and other plants within the Conservation Easement for the Protected Mature Woodland Grove.

The reason for the survey was to evaluate the health of the trees and other plants within the

CONSERVATION EASEMENT. A report was completed (see attached). It was determined by the Hoppe Tree Service arborist that the trees and other plants within the CONSERVATION EASEMENT are undesirable in that they were either dead, dying, diseased, or noxious.

The City Of Franklin Forester did visit the property and agreed with the findings of Hoppe Tree Service report and that the Conservation Easement should be removed. (see attached e-mail's dated June 25,2019, and e-mail from the City Of Franklin Department Of City Development dated July 20, 2019.)

Based on the findings, I am requesting that the City Of Franklin Common Council rescind or void Resolution number 2019 --7477 (the Conservation Easement). I am also requesting that the City Of Franklin Common Council revise Special Use Resolution number 2019 -- 7473. The Conservation Easement and Resolution should be recorded with the Milwaukee County Register Of Deeds with the real estate records for this property.

Sincerely,

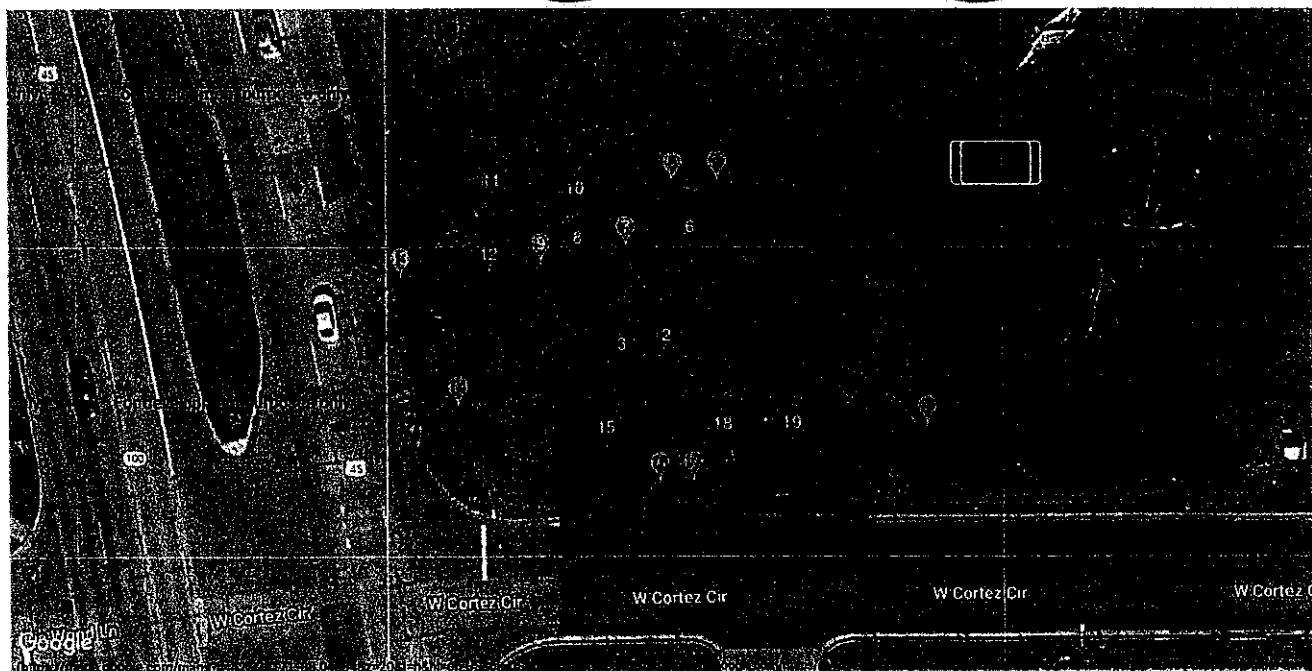
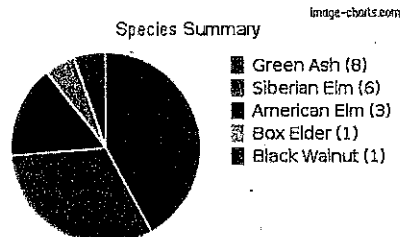
Greg Nisenbaum










Nisenbaum Homes & Realty, Inc.

HOPPE
TREE SERVICE














Total Bid: \$13,065.00



Tree	ID	Name	Treatment
 http://app.arborplus.com/tree_images/52441/1000676715.1_lrg.jpg	1	24-30" Siberian Elm (Ulmus pumila) [1000676715] very poor condition	Removal
 http://app.arborplus.com/tree_images/52441/1000676698.1_lrg.jpg	2	24-30" Green Ash (Fraxinus pennsylvanica) [1000676698] dead	Removal
 http://app.arborplus.com/tree_images/52441/1000676697.1_lrg.jpg	3	12-18" Green Ash (Fraxinus pennsylvanica) [1000676697] dead	Removal
 http://app.arborplus.com/tree_images/52441/1000676696.1_lrg.jpg	4	24-30" Siberian Elm (Ulmus pumila) [1000676696] very poor condition	Removal
 http://app.arborplus.com/tree_images/52441/1000676695.1_lrg.jpg	5	18-24" Siberian Elm (Ulmus pumila) [1000676695] very poor condition	Removal
 http://app.arborplus.com/tree_images/52441/1000676694.1_lrg.jpg	6	12-18" Box Elder (Acer negundo) [1000676694] very poor condition	Removal
 http://app.arborplus.com/tree_images/52441/1000676693.1_lrg.jpg	7	6-12" American Elm (Ulmus americana) [1000676693] very poor condition We energies disconnect to the light pole on lovers lane for this tree and the siberian elm on lovers lane	Removal
 http://app.arborplus.com/tree_images/52441/1000676692.1_lrg.jpg	8	6-12" Green Ash (Fraxinus pennsylvanica) [1000676692] very poor condition	Removal

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	http://app.arborplus.com/tree_images/52441/1000676691.1_lrg.jpg	9	6-12" American Elm (Ulmus americana) [1000676691] very poor condition We energiles disconnect to the light pole on lovers lane for this tree and the siberian elm on lovers lane	Removal
	http://app.arborplus.com/tree_images/52441/1000676690.1_lrg.jpg	10	30-36" Black Walnut (Juglans nigra) [1000676690] very poor condition	Pruning
	http://app.arborplus.com/tree_images/52441/1000676689.1_lrg.jpg	11	6-12" Green Ash (Fraxinus pennsylvanica) [1000676689] dead	Removal
	http://app.arborplus.com/tree_images/52441/1000676688.1_lrg.jpg	12	12-18" Green Ash (Fraxinus pennsylvanica) [1000676688] dead	Removal
	http://app.arborplus.com/tree_images/52441/1000676687.1_lrg.jpg	13	12-18" American Elm (Ulmus americana) [1000676687] very poor condition We energiles disconnect to the light pole on lovers lane for this tree and the siberian elm on lovers lane	Removal
	http://app.arborplus.com/tree_images/52441/1000676686.1_lrg.jpg	14	30-36" Siberian Elm (Ulmus pumila) [1000676686] very poor condition	Removal
	http://app.arborplus.com/tree_images/52441/1000676685.1_lrg.jpg	15	18-24" Green Ash (Fraxinus pennsylvanica) [1000676685] dead	Removal
	http://app.arborplus.com/tree_images/52441/1000676684.1_lrg.jpg	16	30-36" Siberian Elm (Ulmus pumila) [1000676684] very poor condition	Removal

	12-18" Siberian Elm (Ulmus pumila) [1000676683] very poor condition	17	Removal
(http://app.arborplus.com/tree_images/52441/1000676683.1_lrg.jpg)			
	24-30" Green Ash (Fraxinus pennsylvanica) [1000676682] dead tree	18	Removal
(http://app.arborplus.com/tree_images/52441/1000676682.1_lrg.jpg)			
	24-30" Green Ash (Fraxinus pennsylvanica) [1000676681] dead tree	19	Removal
(http://app.arborplus.com/tree_images/52441/1000676681.1_lrg.jpg)			
Subtotal: \$13,065.00			

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Total: \$13,065.00

Definition of Treatments:

- **Removal** - Complete removal of tree to ground level using safety practices as outlined in ANSI Z133.1 safety standard.
- **Pruning** - Specifications to be determined by arborist.



Notes

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From: Gail Olsen <GOlsen@franklinwi.gov>
To: 'gregoryn@nisenbaumhomes.com' <gregoryn@nisenbaumhomes.com>
Cc: Gail Olsen <GOlsen@franklinwi.gov>

Subject: FW: City Forester information for Greg Nisenbaum
Priority: Normal Date: Tuesday, July 23, 2019 5:24 PM Size: 32 KB

Attachments: [11.5 KB]

Greg --

Here is the email from Joel as we discussed.

Thank you,

Gail Olsen
Planning Secretary - Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, Wisconsin 53132
Phone: 414-425-4024
Fax: 414-427-7691



From: Joel Dietl
Sent: Tuesday, July 23, 2019 4:07 PM
To: Gail Olsen
Subject: City Forester information for Greg Nisenbaum

Joel Dietl, AICP
Planning Manager
Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, Wisconsin 53132
Phone: 414-425-4024
Email: jdietl@franklinwi.gov



— Forwarded Message —

Date: [Tue, 25 Jun 2019 16:09:03 +0000]
From: Tom Riha <TRiha@franklinwi.gov>
To: Joel Dietl <JDietl@franklinwi.gov>
Subject: 10540 Cortez Cir.

Hi Joel,

I had the chance to take a look at 10540 Cortez Circle today. I agree with the findings of Hoppe Tree Service. All ash trees are dead. 2 of the Siberian Elm are within city right of way along Cortez and it would make sense to remove them. Also along the county right of way a Siberian and an American Elm lean over the roadway. The Wisconsin DNR has Siberian Elm listed as a restricted invasive species. When the green ash and Siberian elm are removed only 5 trees remain. 1 Silver Maple in fair condition which Hoppe recommended to trim. 1 Black Walnut which was recommended to trim. 2 American Elm which will most likely die in the near future due to the presence of Dutch Elm Disease. 1 Box Elder which is still on ordinance as prohibited.

I recommend that a grove no longer exists on the property and that the conservation easement should be removed. Please call if you anything else.

I also received and email about the development on Ryan Rd. Let me know if you would like me to do a site visit with you sometime.

Thank You,

Tom Riha
City Forester
ISA- Certified Arborist/Municipal Specialist



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From: Joel Dietl <JDietl@franklinwi.gov>
To: 'gregoryn@nisenbaumhomes.com' <gregoryn@nisenbaumhomes.com>
Cc: Jesse Wesolowski <jweslaw@aol.com>

Subject: 10504 Cortez Circle Special Use and Conservation Easement

Priority: Normal Date: Saturday, July 20, 2019 4:03 PM Size: 1 MB

Attachments: Miscellaneous 2015 Application_Formfiller.pdf (201.1 KB) RES2019-7473 (Special Use-Nisenbaum).pdf (782.8 KB) RES2019-7477 (Conservation Easement-Nisenbaum Homes).pdf (267.5 KB)

Greg,

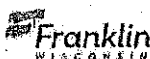
The City's Forester did visit the property at 10504 Cortez Circle and agreed with the findings of Hoppe Tree Service. As some of the trees were dead, there no longer are enough to qualify as a woodland grove, and the Conservation Easement should be removed. He also agreed with the removal of the Siberian Elms and Green Ash, and the trimming of the Silver Maple and Black Walnut.

As suggested by Jesse Wesolowski at our meeting of June 24th, you may complete the attached Miscellaneous application, and request that the Common Council revise Special Use Resolution No. 2019-7473 to remove condition #4, and to rescind or void Resolution No. 2019-7477 (the conservation easement).

Upon receipt of the completed application form, fee, and seven copies of all associated materials, at least 8 days before a scheduled Common Council meeting, this item would be placed on that agenda. Contrary to the application form, we will not need to conduct a staff review, and will be able to forward this directly to the Common Council.

You may wish to contact your attorney, to determine what documents or paperwork you should file with the Milwaukee County Register of Deeds Office to insure that if approved by the Common Council, that a record of that decision is included with the real estate records for this property.

Joel Dietl, AICP
Planning Manager
Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, Wisconsin 53132
Phone: 414-425-4024
Email: jdietl@franklinwi.gov



Open Attachment: Miscellaneous 2015 Application_Formfiller.pdf

Open Attachment: RES2019-7473 (Special Use-Nisenbaum).pdf

Open Attachment: RES2019-7477 (Conservation Easement-Nisenbaum Homes).pdf

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STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2019-7477

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
ACCEPT A CONSERVATION EASEMENT FOR AND AS PART
OF THE REVIEW AND APPROVAL OF A SPECIAL USE AND
NATURAL RESOURCE PROTECTION PLAN FOR A TWO-FAMILY
RESIDENTIAL SIDE BY SIDE RANCH TOWNHOME USE UPON
PROPERTY LOCATED AT 10504 WEST CORTEZ CIRCLE
(GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM
HOMES & REALTY, INC., APPLICANT)

WHEREAS, the Plan Commission having approved a Special Use and Natural Resource Protection Plan upon the application on March 7, 2019, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the woodlands on the site; and

WHEREAS, §15-7.0103Q. and §15-7.0702Q. of the Unified Development Ordinance requires the submission of a Natural Resource Protection Plan in the Special Use review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Planned Development District Amendment; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Nisenbaum Homes, Inc., in the form and content as annexed hereto, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

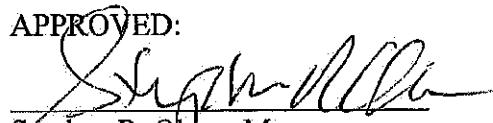
BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Conservation Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this 1st day of April, 2019.

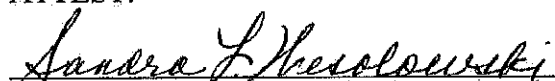
A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO ACCEPT A CONSERVATION EASEMENT
NISENBAUM HOMES REALTY, INC.
RESOLUTION NO. 2019-7477
Page 2

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this 1st day of April, 2019.

APPROVED:


Stephen R. Olson, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/06/19
REPORTS & RECOMMENDATIONS	RESOLUTION CONDITIONALLY APPROVING A FINAL PLAT FOR FAITHWAY RESERVE SUBDIVISION (AT 7711 SOUTH 76TH STREET) (RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC., APPLICANT)	ITEM NUMBER <i>G.18.</i>

At the July 18, 2019 meeting of the Plan Commission the following action was approved: move to recommend approval of a resolution conditionally approving a Final Plat for Faithway Reserve Subdivision (at 7711 South 76th Street) (Rick J. Przybyla, President of Creative Homes, Inc., Applicant).

COUNCIL ACTION REQUESTED

A motion to approve Resolution 2019-_____, conditionally approving a Final Plat for Faithway Reserve Subdivision (at 7711 South 76th Street) (Rick J. Przybyla, President of Creative Homes, Inc., Applicant).

Department of City Development: JED



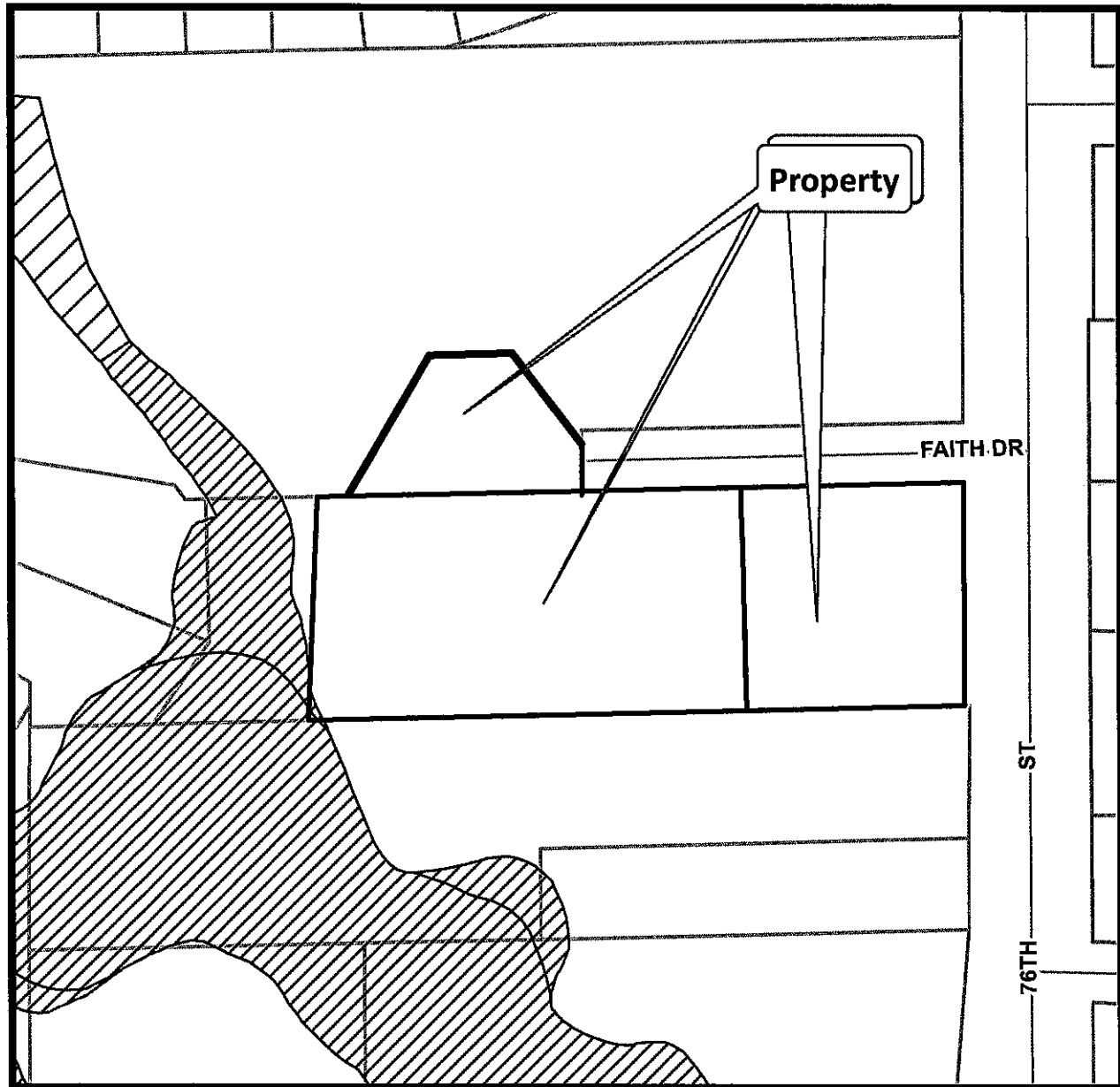
City of Franklin

7711-7725 S. 76th Street & 7700 W. Faith Drive

TKN: 792 0264 000

792 0263 000

792 9984 001



Planning Department
(414) 425-4024

0 95 190 380 Feet

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



2017 Aerial Photo

RESOLUTION NO. 2019-_____

A RESOLUTION CONDITIONALLY APPROVING A
FINAL PLAT FOR FAITHWAY RESERVE SUBDIVISION
(AT 7711 SOUTH 76TH STREET)
(RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC., APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a final plat for Faithway Reserve Subdivision, such plat being all of Lot 3 and Lot 4 of CSM 8625 and a part of Parcel 1 of CSM 7051, being also part of the Southeast 1/4 of the Southeast 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 7711 South 76th Street (12,216 square feet to 38,783 square feet lot size), bearing Tax Key No. 885-0022-000, Rick J. Przybyla, President of Creative Homes, Inc., applicant; said Final Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the City Planning Department and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on July 18, 2019, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed final plat 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 Final Plat of Faithway Reserve Subdivision, as submitted by Rick J. Przybyla, President of Creative Homes, Inc., 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, and that all minor technical deficiencies within the Final Plat be rectified, all prior to the recording of the Final Plat.
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.
3. Pursuant to §236.13(1) and (2), Stats., pertaining to conditions of plat approval and the provision of public improvements reasonably necessary, respectively, and §§15-

RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC. - FINAL PLAT FOR
FAITHWAY RESERVE SUBDIVISION
RESOLUTION NO. 2019-_____

Page 2

8.0101 and 15-2.0303 of the Unified Development Ordinance, pertaining to required improvements and the financial security to be provided therefore as conditions of plat approval, the required improvements prescribed in the Unified Development Ordinance for land divisions are required as a condition of the approval of the Final Plat for Faithway Reserve Subdivision; a Subdivision Development Agreement ("Subdivider's Agreement"), as may be approved by the Common Council upon the recommendation of the City Engineer and as secured by a letter of credit in form as approved by the City Attorney, shall provide for the furnishing, construction and installation of the required improvements and such other matters as set forth therein, and shall be entered into and executed by Rick J. Przybyla, President of Creative Homes, Inc. prior to the recording of the Final Plat.

4. Each and any easement shown on the Final Plat 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 Final Plat.
5. That any and all submissions, reviews and approvals, for any and all matters required to be submitted, reviewed and/or approved within the final plat application process as specified within the Unified Development Ordinance, which may not have been submitted, reviewed and/or approved as of the date of adoption of this Resolution, if any, including for matters of utility easements, a declaration of deed restrictions and protective covenants, conservation easements, other public purpose easements, stormwater management agreements, and homeowners' association legal instruments, shall be so submitted, reviewed and/or approved, prior to the recording of the Final Plat.
6. Rick J. Przybyla, President of Creative Homes, Inc., successors and assigns and any developer of the Faithway Reserve 8 lot single-family residential subdivision development shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Faithway Reserve 8 lot single-family residential subdivision development, 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.

RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC. - FINAL PLAT FOR
FAITHWAY RESERVE SUBDIVISION
RESOLUTION NO. 2019-_____

Page 3

7. The approval granted hereunder is conditional upon Rick J. Przybyla, President of Creative Homes, Inc. and the Faithway Reserve 8 lot single-family residential subdivision development project for the property located at 7711 South 76th Street: (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.
8. The Faithway Reserve 8 lot single-family residential subdivision development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
9. The applicant shall submit a draft of declaration of deed restrictions and protective covenants whereby the Subdivider intends to regulate land use in the proposed Subdivision and otherwise protect the proposed development as required by Section 15-7.0507A. of the Unified Development Ordinance prior to recording of the Final Plat.
10. The applicant shall revise the Conservation Easement Restrictions noted on the plat to match the language within the recorded Conservation Easement prior to recording of the Final Plat.
11. The applicant shall utilize signage or boulders to mark the location of the conservation easement boundary onsite.
12. Any proposed subdivision monument sign(s) shall be subject to review and approval by the Plan Commission and the issuance of a Sign Permit from the Inspection Services Department.
13. The applicant shall remove the overlapping public utility easements (D & A) from the easements granted to the City of Franklin (B) for Engineering Department review and approval prior to recording of the Final Plat.
14. [other conditions, etc.]

BE IT FURTHER RESOLVED, that the Final Plat of Faithway Reserve Subdivision, 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.

RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC. - FINAL PLAT FOR
FAITHWAY RESERVE SUBDIVISION
RESOLUTION NO. 2019-_____

Page 4

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 final plat, the City Clerk is hereby directed to obtain the recording of the Final Plat of Faithway Reserve Subdivision 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 _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of July 18, 2019

Final Plat

RECOMMENDATION: City Development Staff recommends approval of the Final Plat for the development of eight single-family residential lots, subject to the conditions as noted in the attached draft resolution.

Project Name:	Faithway Reserve Final Plat
Project Location:	7711 S. 76 th Street, 7725 S. 76 th Street and 7700 W. Faith Drive
Property Owner:	Creative Homes, Inc.
Applicant:	Rick Przybyla, Creative Homes, Inc.
Current Zoning:	R-6 Suburban Single-Family Residence District & FW Floodway District & I-1 Institutional District
2025 Comprehensive Plan:	Residential, Areas of Natural Resource Features, and Institutional
Use of Surrounding Properties:	Faith Community Church to the north and east, single-family residential to the south and vacant land zoned I-1 owned by the Franklin School District to the west
Applicant's Action Requested:	Approval of the Final Plat for future single-family residential development

INTRODUCTION:

Please note:

- Staff recommendations are included in the draft resolution.
- Staff comments, and the applicant's responses, are attached.

On June 27, 2019, the applicant Creative Homes, Inc., filed an application for a Final Plat for the Faithway Reserve subdivision development. Faithway Reserve is an eight-lot single-family subdivision generally located at the southwest corner of W. Faith Drive and S. 76th Street.

The properties were previously part of a Certified Survey Map completed in 2014, which created two lots adjacent to Imperial Drive and the properties at 7725 W. Faith Drive and 7711 S. 76th Street.

Following the Certified Survey Map, Creative Homes received approval of a rezoning request in 2015 for the portion of the development on the Faith Community Church property (Lot No. 8). That rezoning was contingent upon Common Council approval of a Preliminary Plat and the approval and recording of a Final Plat, and approval and recording of a Conservation Easement.

In addition, a Comprehensive Master Plan Amendment was approved in 2015 to amend the Future Land Use Map designation from Institutional use to Residential Use.

Most recently, the Preliminary Plat was approved at the August 21, 2018 Common Council meeting.

PROJECT DESCRIPTION/ANALYSIS:

The proposed lots range in size from 12,216 square feet to 38,783 square feet, with an average lot size of about 19,704 square feet. All lots abut and have sufficient width along a public right-of-way.

Lot No. 1 will be accessed from S. 76th Street. The remainder of the lots are all accessible from W. Faith Drive, which will be extended from its existing location just west of the entrance drive to Faith Community Church and end with a cul-de-sac bulb curving south.

Staff will recommend that prior to recording the Final Plat, a Declaration of Deed Restrictions and Protective Covenants and any other Homeowners' Association documentation be submitted for review by the City Attorney per Section 15-7.0603 of the Unified Development Ordinance.

Stormwater Management:

The applicant is proposing to utilize the existing storm water pond on Faith Community Church property. An agreement with the church is already in place.

A stormwater management plan and calculations were submitted to the Engineering Department for review as part of the Preliminary Plat Application.

Public Sewer and Water:

Public sewer and water service are currently available along S. 76th Street and will be extended to serve these homes.

Staff will recommend that pursuant to Sections 15-2.0303 and 15-8.0101 of the UDO, a Subdivision Development Agreement and associated letter of credit (to ensure the proper furnishing, construction, and installation of required improvements), be prepared by the applicant for review by the City Engineer and the City Attorney and approval by the Common Council, prior to recording of the Final Plat.

Natural Resource Protection Plan:

The property contains a conservation easement that was recorded in 2014 as part of the Certified Survey Map that created the two lots adjacent to Imperial Drive and the properties at 7725 W. Faith Drive and 7711 S. 76th Street. Staff will recommend that the Conservation Easement Restrictions noted on the plat match the language within the recorded Conservation Easement.

The Natural Resource Protection Plan was completed by DAAR Engineering. The wetlands were delineated by Dave Meyer of Wetland & Waterway Consulting, LLC on May 15, 2013.

Staff will also recommend that the applicant utilize signage or boulders to mark the location of the conservation easement boundary onsite.

Signage:

Signage is not being proposed at this time. Staff will recommend that any proposed subdivision sign(s) be subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Inspection Department.

STAFF RECOMMENDATION:

City Development Staff recommends approval of the Final Plat for the development of eight single-family residential lots, subject to the conditions as noted in the attached draft resolution.



FAITHWAY RESERVE

PROJECT SUMMARY

- Located 7711 S 76th Street
- All lots serviced by municipal sewer and water
- 8 single family lots
- Architecturally controlled community
- Anticipated minimum square foot requirements – Ranch 1800 sq. ft / 2-story 2100 sq.ft
- Lot sizes ranging from 12,200 to 25,800 square feet
- Current zoning R-6

DEVELOPER / COMPANY PROFILE

Creative Homes, Inc., is a small family owned and operated business, located in the City of Franklin, which has been a builder of quality homes and developments for over 30 years. Creative Homes, Inc. has developed over 500 lots throughout the communities of Franklin, Muskego, and Greenfield, with significant concentration in the City of Franklin. Creative Homes, Inc. also builds semi-custom homes.

MARKET ANALYSIS

- 8 single family lots
- Packages starting at approximately \$ 425,000
- 8 lot/home packages x \$ 475,000 = \$ 3,800,000 (approximate)
- School impact = less than .5 / lot x 8 lots = 4 students

BENEFITS

- High demand for single family lots in Franklin due to lack of inventory
- Tax benefit to the City of Franklin with higher priced homes

"A Builder of Quality Homes & Developments"

9244 West Grandview Court • Franklin, WI 53132 • Phone: 414.529.0958 • Fax: 414.529.4032

BEING ALL OF LOT 3 AND LOT 4 OF CSM 8625 AND A PART OF PARCEL 1 OF CSM 7051
BEING ALSO PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9,
TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

STATE OF WISCONSIN,
MILWAUKEE COUNTY,

[illegible]

PARCEL INCLUDES LANDS LYING BETWEEN THE DESCRIBED MEANDER LINE AND THE THREAD OF UNNAMED CREEK AS SHOWN WHOSE AREA IS

THAT I have made this survey, land division, and map by the direction of Creative Homes Inc., owner of said land.

10/10/2011 10:10:07 AM

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Quoted this 26th day

[illegible]

The grant of 40 semester shall be binding upon and insure to the benefit of the heirs, assigns, heirs and assigns of all parties hereto.

Creative Homes, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on this plat. Creative Homes, Inc. does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

APPROVING AGENCIES

Rick J. Przybyla, its pro-

Personality crime before me this

CERTIFICATE OF CITY TREASURER

_____, 2019

WALKEE COUNTY TREASURER

included in the plot of FAITHWAY RESEARCH

RESOLVED, that the plan of "FAITH-WAY RESERVE", part of the southern


Approved

1000

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified Wages to 20 19

Benjamin P. ...
Department of Administration



DATE	11/17/18
BY	W. J. B. / J. B. B.
CHKD	W. J. B. / J. B. B.
APP'D	W. J. B. / J. B. B.
REV	W. J. B. / J. B. B.
DATE	11/17/18
BY	W. J. B. / J. B. B.
CHKD	W. J. B. / J. B. B.
APP'D	W. J. B. / J. B. B.
REV	W. J. B. / J. B. B.

One Source Consulting

1000 S. 10th Street, Suite 100
Franklin, WI 53132
(262) 791-8000 FAX
www.onsourceconsulting.com

FAITHWAY RESERVE
2711 S. 76TH STREET
FRANKLIN, WI 53132

CREATIVE HOMES
2244 GRANDVIEW COURT
FRANKLIN, WI 53132

SEAL
STATE OF WISCONSIN
JAMES J. HARRIS
REGISTERED PROFESSIONAL ENGINEER
No. 100000
EXPIRATION DATE 12/31/2020

MASTER GRADING PLAN

Project No. 18-01-17

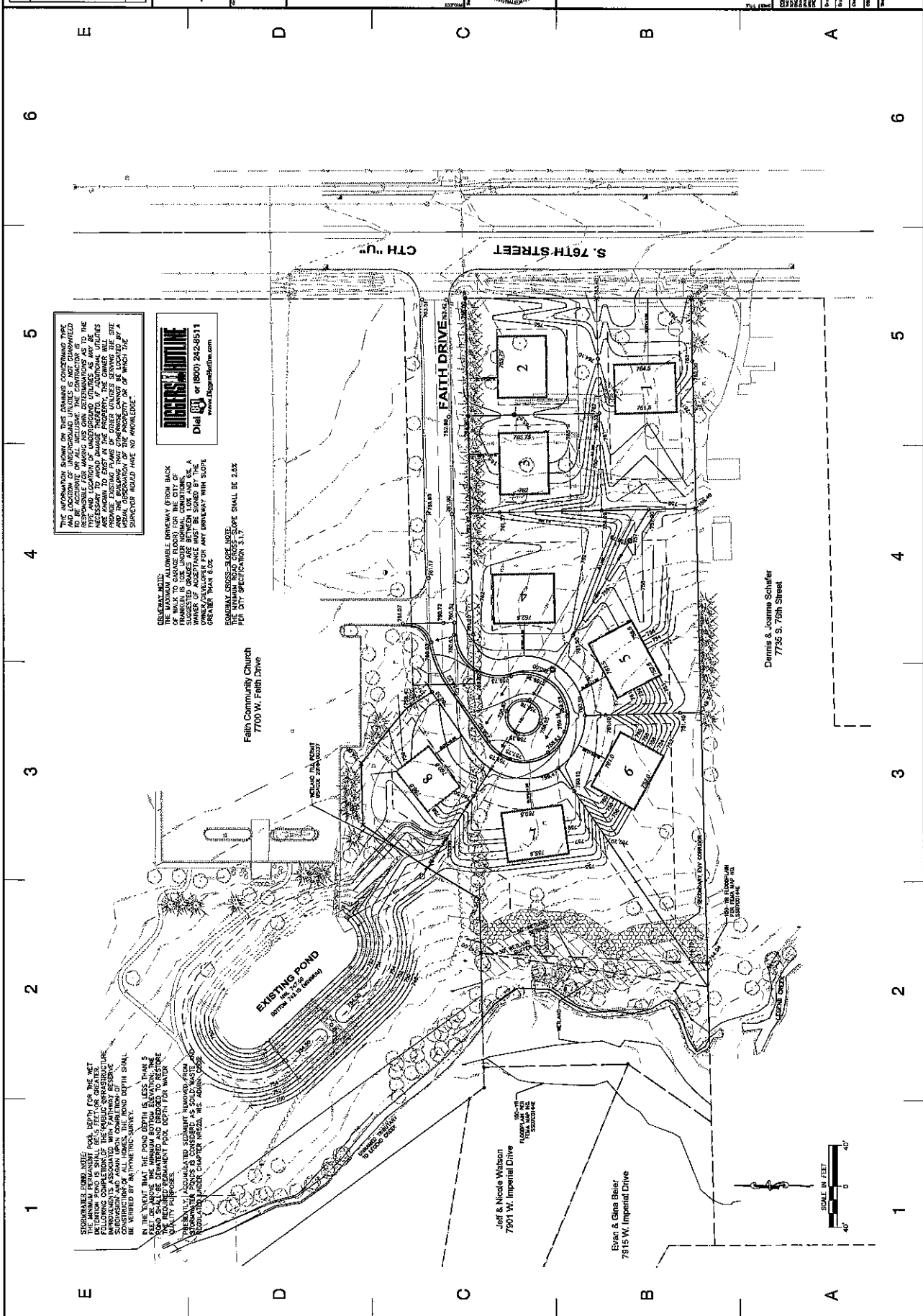
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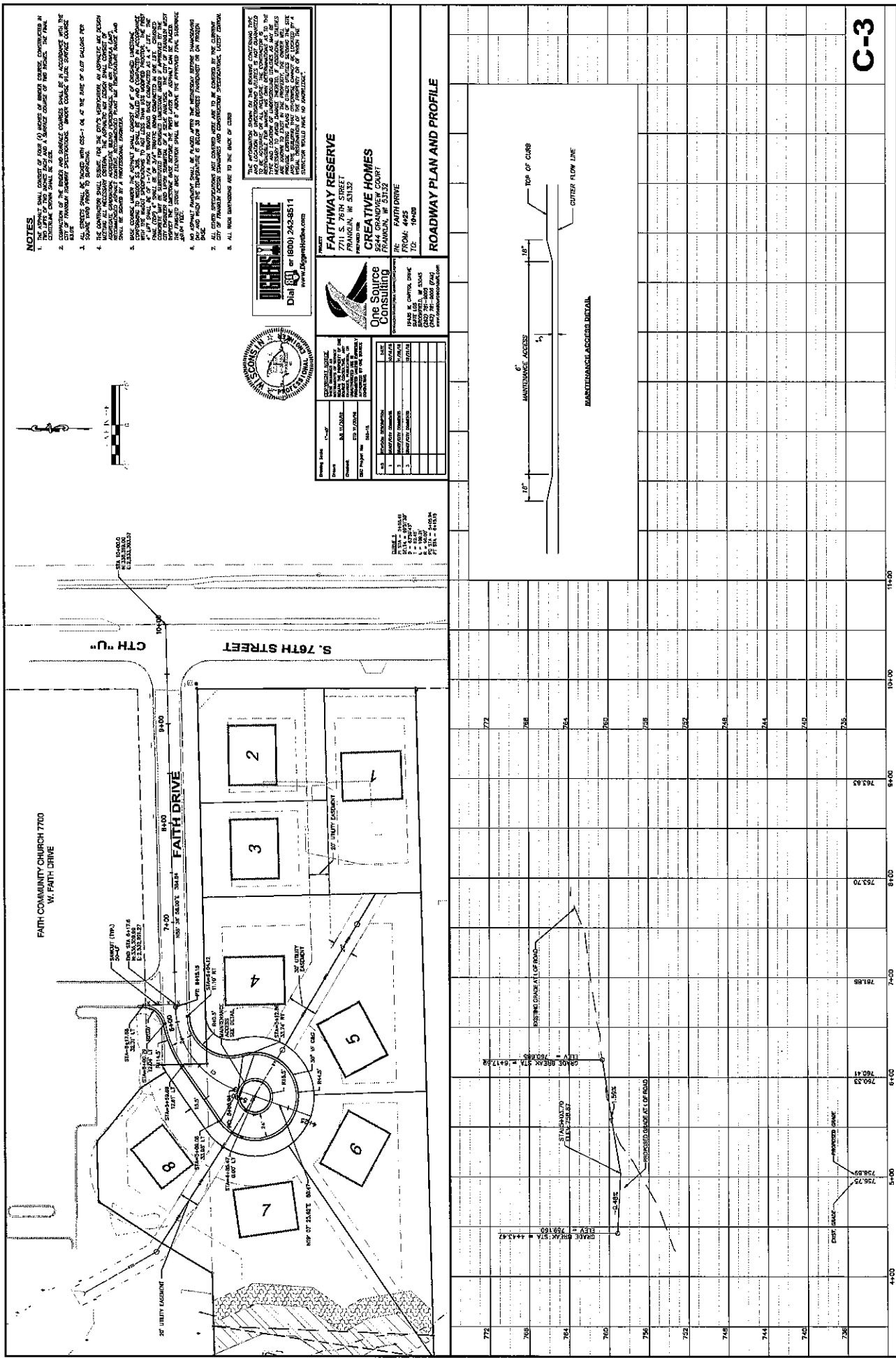
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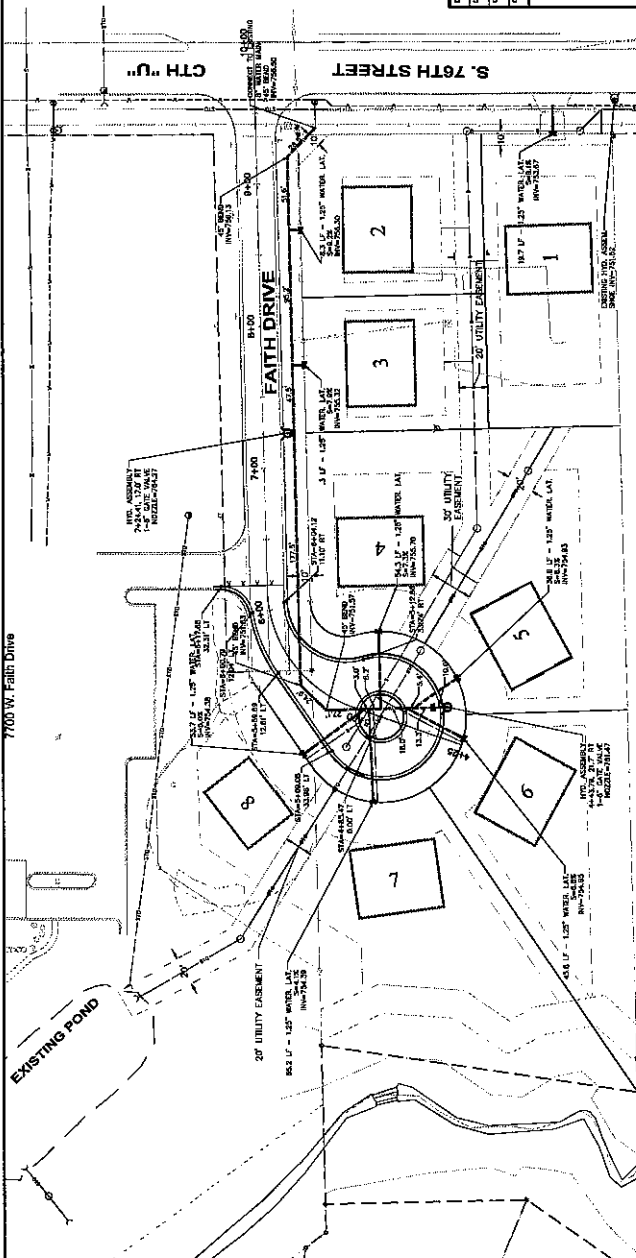
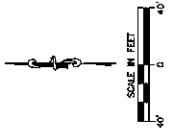
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Scale: 1" = 40'

Sheet No. C-1





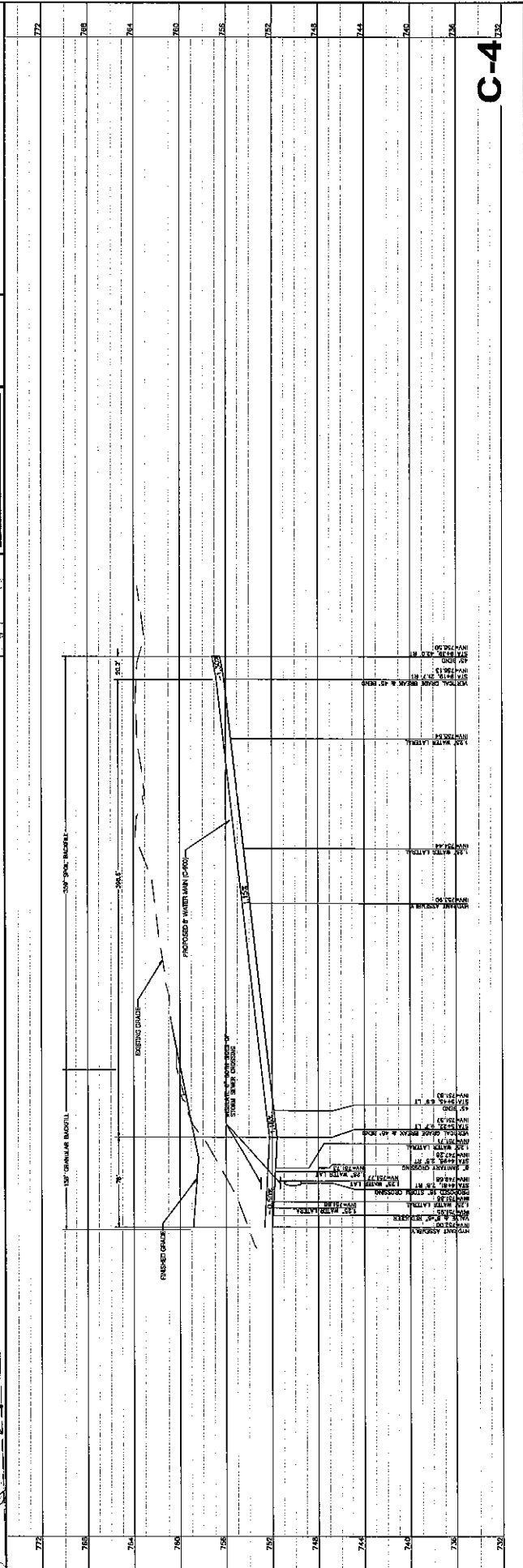


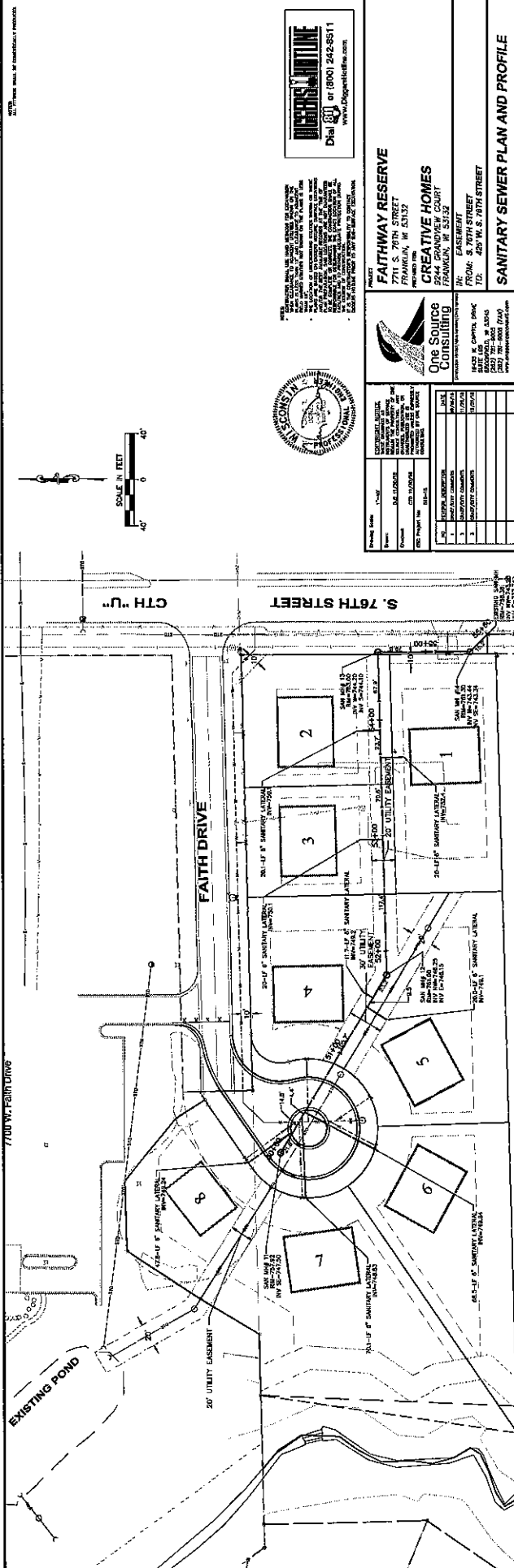
ONE SOURCE CONSULTING
 800.242.6511
 www.1source.com

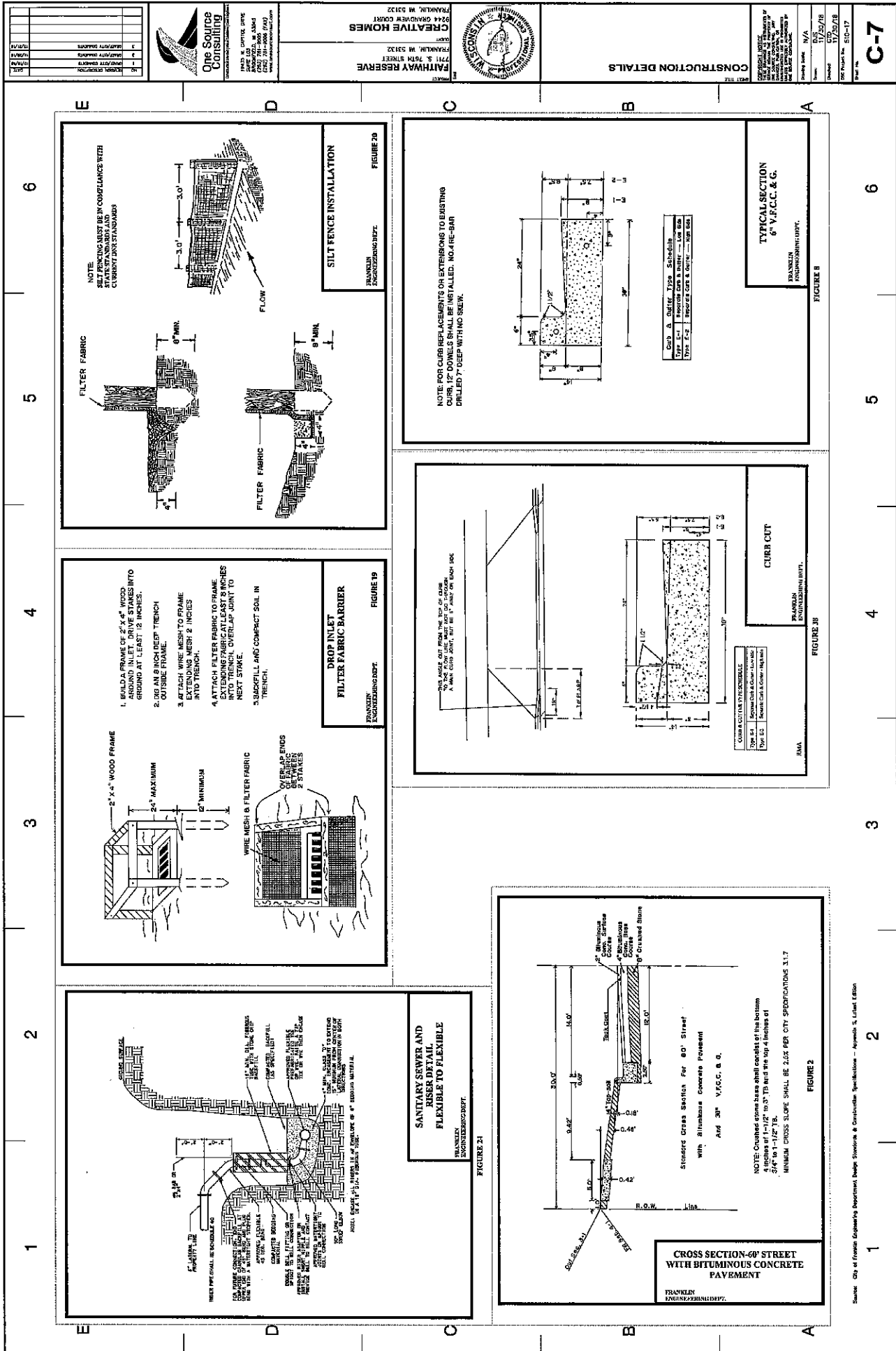
FAITHWAY RESERVE
 7711 S. 76TH STREET
 FRANKLIN, WI 53122

Project Name	FAITHWAY RESERVE
Client	CREATIVE HOMES
Design	ONE SOURCE CONSULTING
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Sheet Count	1
Revision	
Drawn By	
Checked By	
Approved By	
Date	

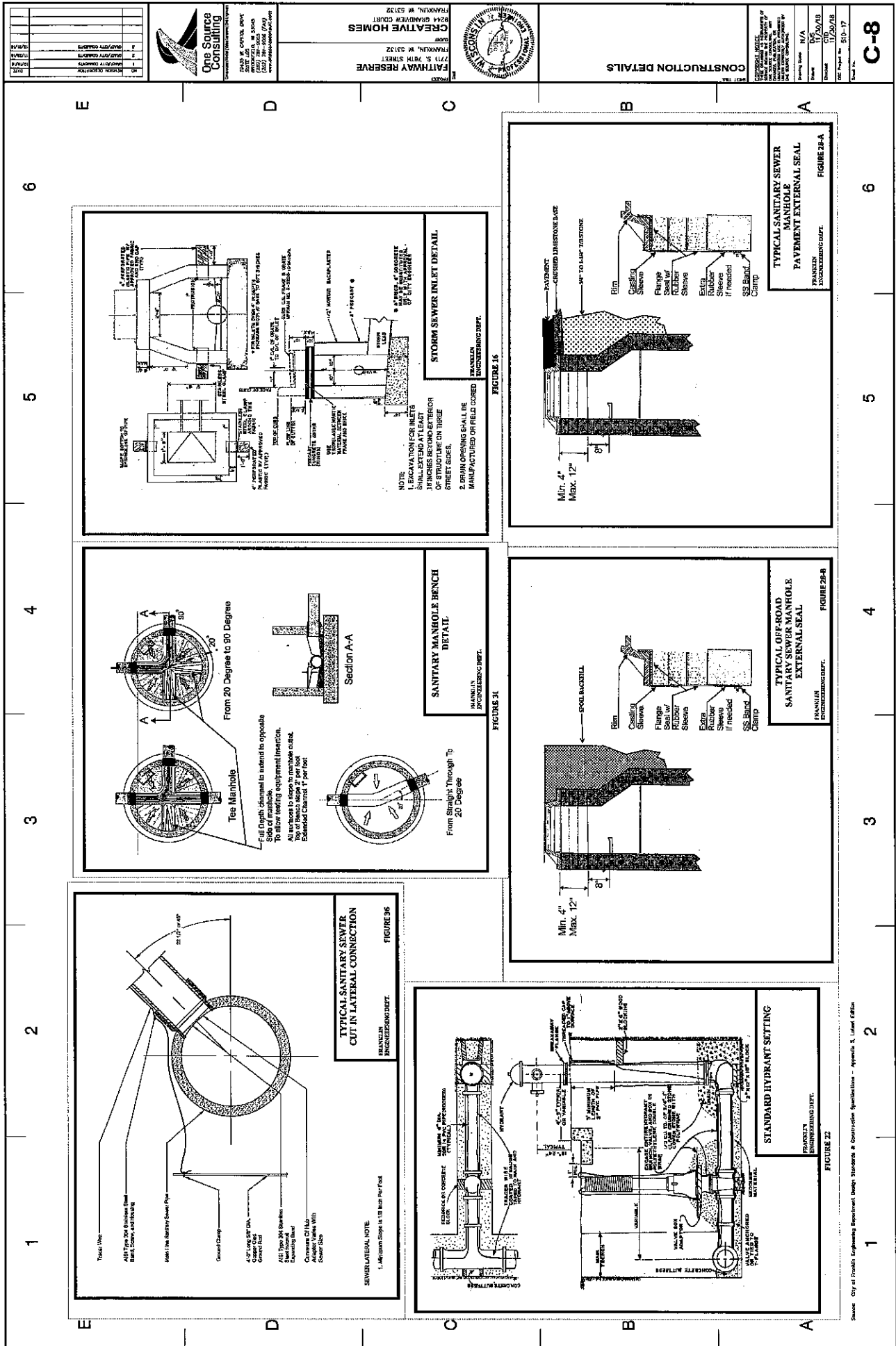
WATER MAIN PLAN AND PROFILE

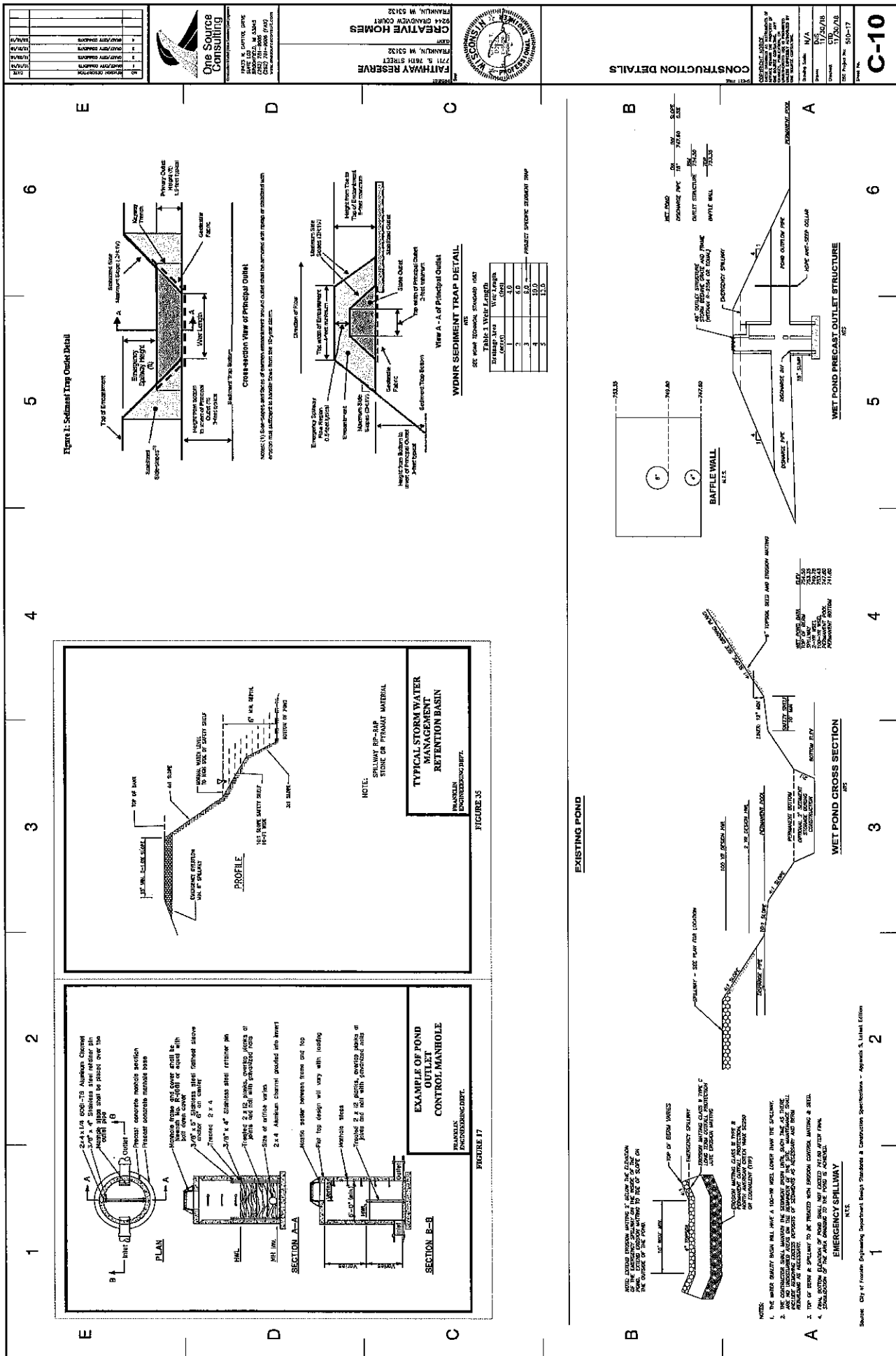


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Source: City of Franklin Engineering Department Design Standards & Construction Specifications - Appendix 3, Local Edition







TONY EVERS
GOVERNOR
JOEL BRENNAN
SECRETARY

Plat Review

101 E Wilson St FL 9, Madison WI 53703
PO Box 1645, Madison WI 53701
(608) 266-3200 Fax: (608) 264-6104 TTY: (608) 267-9629
E-mail: plat.review@wi.gov
<http://doa.wi.gov/platreview>

May 10, 2019

0187
PERMANENT FILE NO. 27894

CRAIG DONZE
ONE SOURCE CONSULTING
19435 W CAPITOL DR STE L05
BROOKFIELD WI 50296

Subject: FAITHWAY RESERVE
SE1/4 S9 T5N R21E
CITY OF FRANKLIN, MILWAUKEE COUNTY

Dear Mr. Donze:

You have submitted FAITHWAY RESERVE for review. The Department of Administration does not object to the final plat bearing your February 26, 2019 signing date. We certify that it complies with: s. 236.15, s. 236.16, s. 236.20, and s. 236.21, Wis. Stats.; and the Milwaukee Co Dept of Administrative Services.

DEPARTMENT OF ADMINISTRATION COMMENTS:

The Department of Administration has no conditions for this plat.

s. 236.16 (3) The adjacent S. 76th Street/CTH U and nearby West Drexel Avenue right of ways provides public access to Legend Creek that meets the requirements of this section.

Note to all: The surveyor indicated that all exterior monuments have been set and that the City of Franklin has temporarily waived placing the interior monuments per s. 236.15 (1) (h), Wis. Stats.

COUNTY PLANNING AGENCY:

The Milwaukee Co Dept of Administrative Services is an objecting agency on this plat. On November 26, 2018, we transmitted copies to them for review. On December 17, 2018 they returned a copy of the plat certifying no objection. Today they notified us that the revised plat satisfies their conditions of certification.

The plat shall be presented to the City Council for final approval and signing. The City, during its review of the plat, will have resolved when applicable that the plat:

- complies with local comprehensive plans, official map or subdivision control ordinances;
- conforms with areawide water quality management regulations;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- is served by public sewer or private sewage systems;
- includes service or is serviceable by necessary utilities.

Any changes to the plat involving details checked by this Department or the Milwaukee Co Dept of Administrative Services will require submission of the plat to the Department for recertification before the plat is eligible for recording. Such changes can be found by comparing the recordable document with the half-size copy of the certified plat furnished with this letter.

If there are any questions concerning this review, please contact our office, at the number listed below.

Sincerely,



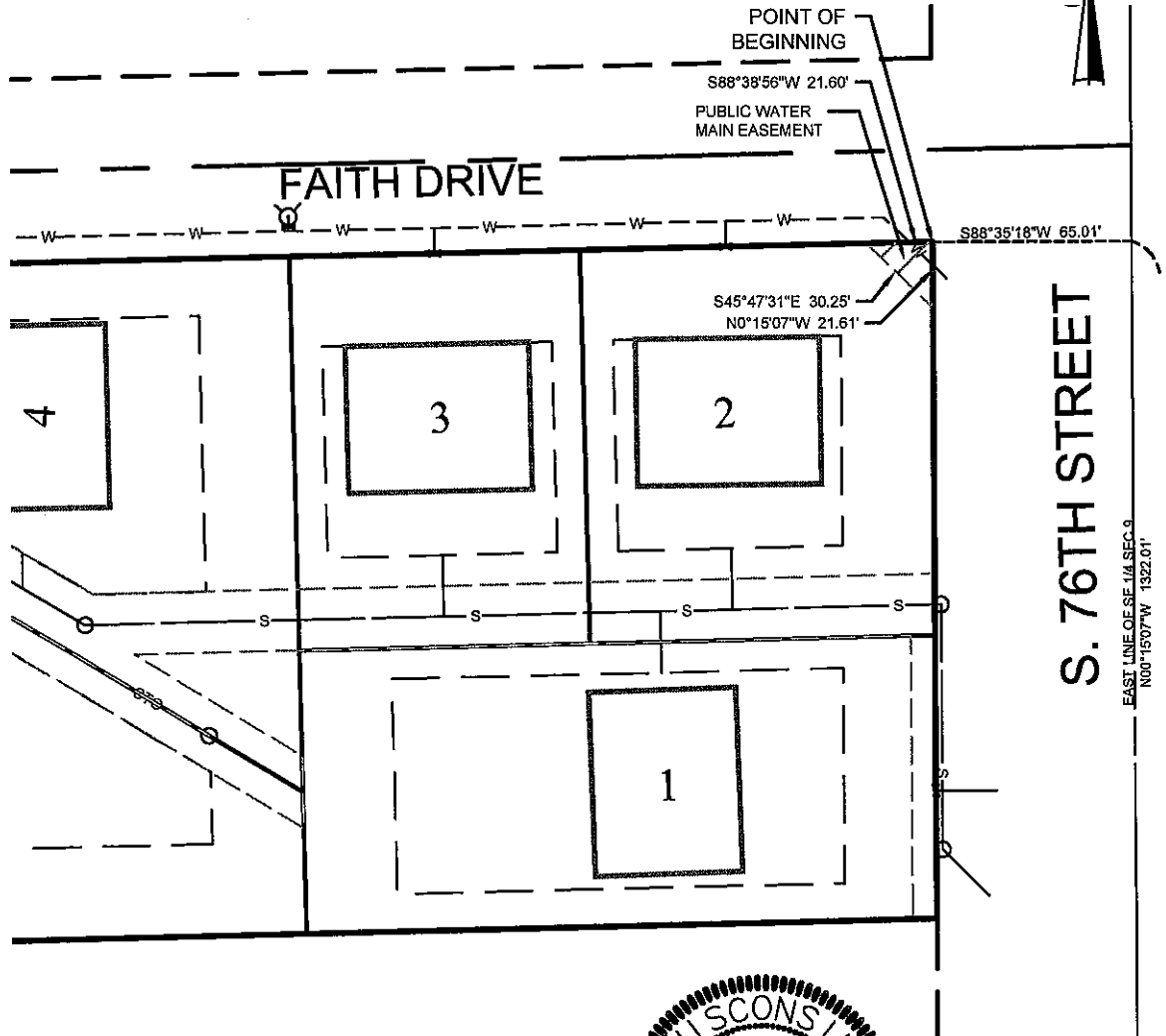
Renée M. Powers, PLS
Plat Review
Phone: (608) 266-3200

Enc: Recordable Document, Print

cc: Creative Homes Inc, Owner
Clerk, City of Franklin
Milwaukee Co Dept of Administrative Services
Register of Deeds
SEWRPC

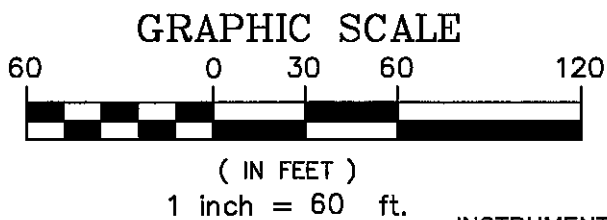
ORIGINAL RECEIVED FROM SURVEYOR ON 11/26/2018; REVIEWED ON 12/20/2018
SUBSTITUTE ORIGINAL RECEIVED FROM SURVEYOR ON 05/07/2019

FAITHWAY RESERVE
EXHIBIT A
PUBLIC WATER MAIN EASEMENT



EAST LINE OF SE 1/4 SEC. 9
 N00°15'07"W 1322.01'

Southeast Corner SE 1/4
 (E 1/4 Corner)
 Section 9 T5N, R12E



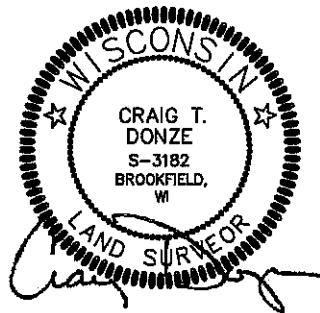
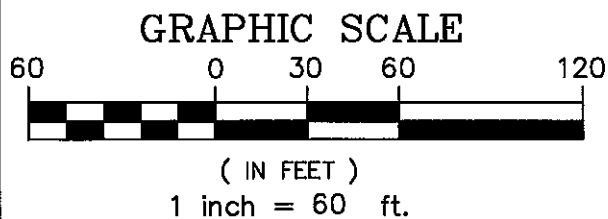
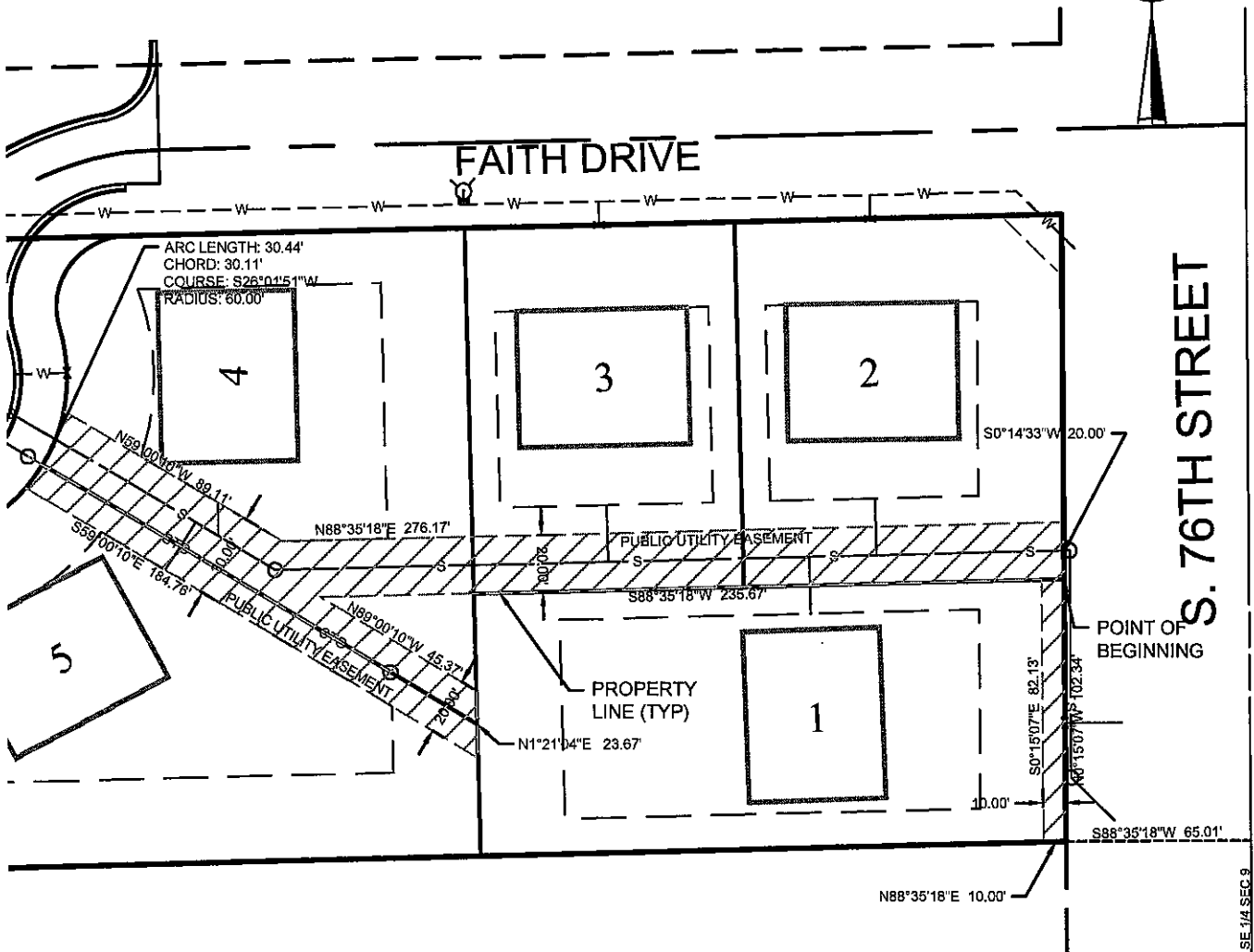
Craig T. Donze
 Professional Land Surveyor,
 S-3182

INSTRUMENT DRAFTED BY: CRAIG T DONZE

SHEET 1 OF 3

LAST REVISED: NOVEMBER 14, 2018

FAITHWAY RESERVE
EXHIBIT B
PUBLIC UTILITY EASEMENT



Craig T. Donze
Professional Land Surveyor,
S-3182

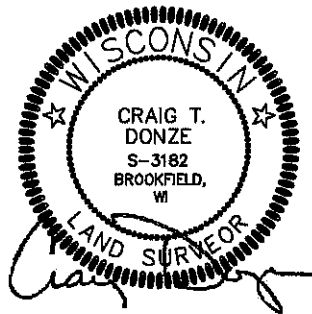
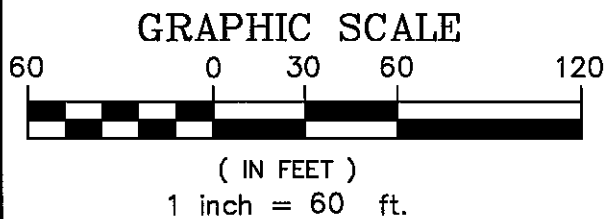
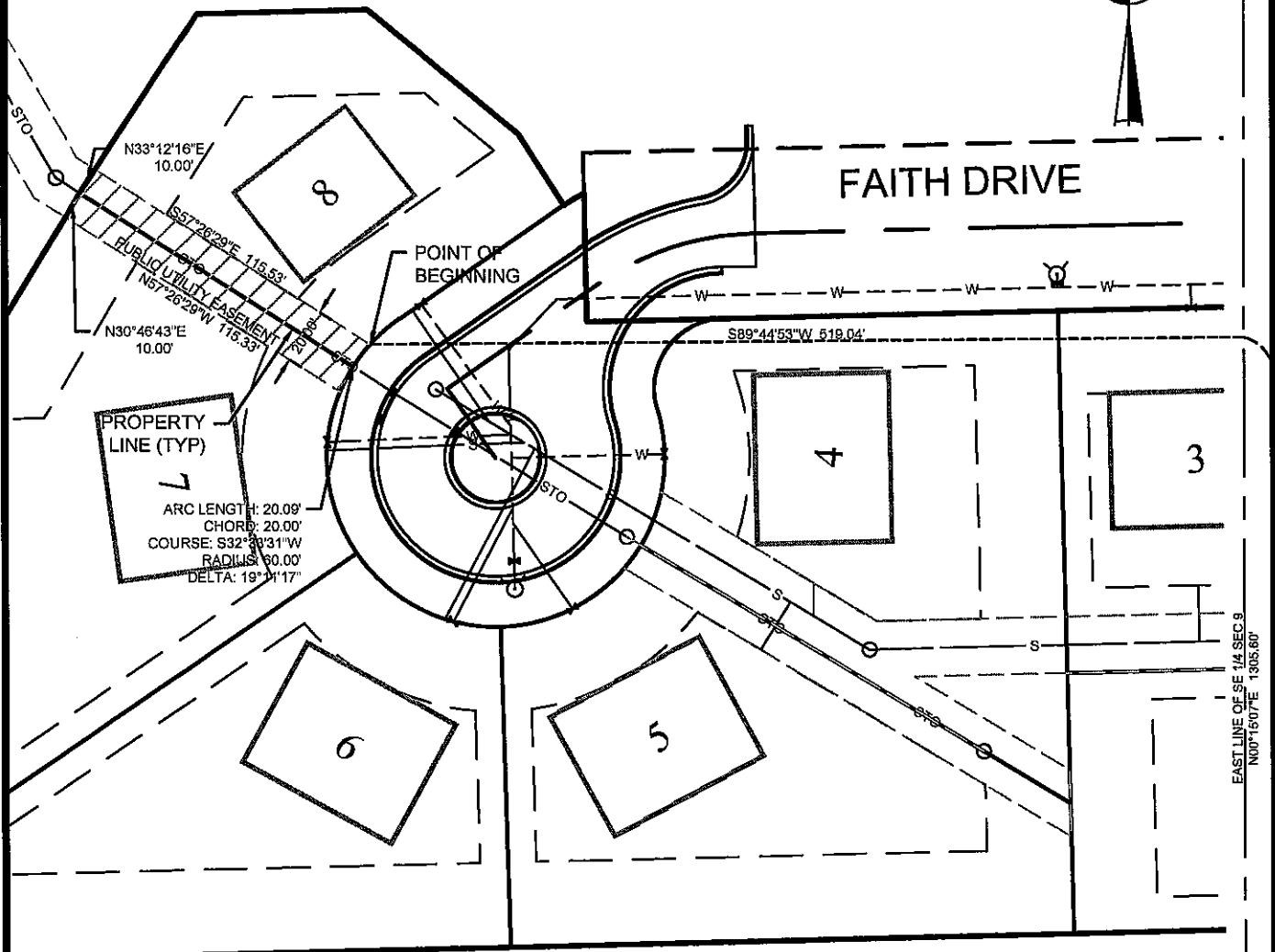
Southeast Corner SE 1/4
(E 1/4 Corner)
Section 9 T5N, R12E

INSTRUMENT DRAFTED BY: CRAIG T DONZE

SHEET 2 OF 3

LAST REVISED: NOVEMBER 14, 2018

FAITHWAY RESERVE
EXHIBIT C
PUBLIC UTILITY EASEMENT



Craig T. Donze
Professional Land Surveyor,
S-3182

Southeast Corner SE 1/4
(E 1/4 Corner)
Section 9 T5N, R12E

INSTRUMENT DRAFTED BY: CRAIG T DONZE

SHEET 3 OF 3

LAST REVISED: NOVEMBER 14, 2018

LEGAL DESCRIPTION – FAITHWAY RESERVE SUBDIVISION EXTERIOR BOUNDARY

BEING ALL OF LOT 3 AND LOT 4 OF CSM 8625 AND A PART OF PARCEL 1 OF CSM 7051, BEING ALSO PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

SAID LANDS ARE BOUNDED AND DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND CONCRETE MONUMENT WITH BRASS CAP MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 9, THENCE N00°15'07"W, A DISTANCE OF 1101.22 FEET TO A POINT; THENCE S88°35'18"W, A DISTANCE OF 65.01 FEET TO A 1" IRON PIPE FOUND ON THE WEST RIGHT OF WAY LINE OF S. 76TH STREET (C.T.H. "U"), AT THE SOUTHEAST CORNER OF LOT 4 OF CSM 8625 AND THE POINT OF BEGINNING OF LANDS HEREINAFTER DESCRIBED; THENCE CONTINUING S88°35'18"W, A DISTANCE OF 673.28 FEET TO A MEANDER CORNER; THENCE N08°15'44"E, A DISTANCE OF 224.62 FEET ALONG A MEANDER LINE TO A 1" IRON PIPE FOUND ON THE NORTH LINE OF LOT 3 OF CSM 8625; THENCE N88°38'56"E, A DISTANCE OF 52.90 FEET ALONG SAID NORTH LINE OF LOT 3 OF CSM 8625 TO A POINT; THENCE N30°46'43"E, A DISTANCE OF 58.83 FEET TO A POINT; THENCE N33°12'16"E, A DISTANCE OF 75.87 FEET TO A POINT; THENCE N88°29'34"E, A DISTANCE OF 60.35 FEET TO A POINT; THENCE S50°40'49"E, A DISTANCE OF 69.52 FEET TO A POINT; THENCE S32°33'04"E, A DISTANCE OF 30.02 FEET TO A POINT; THENCE 8.22 FEET ALONG AN ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 130.00 FEET AND WHOSE CHORD BEARS N59°06'50.5"E, A DISTANCE OF 8.22 FEET; THENCE S01°21'16"E, A DISTANCE OF 45.54 FEET TO A POINT AT THE SOUTHWEST END OF RIGHT OF WAY FOR W. FAITH DRIVE; THENCE N88°38'56"E, A DISTANCE OF 377.00 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF W. FAITH DRIVE TO A 1" IRON PIPE FOUND ON THE WEST LINE OF S. 76TH STREET (C. T.H. "U"), BEING ALSO THE NORTHEAST CORNER OF LOT 4 OF CSM 8625; THENCE S00°15'07"E, DISTANCE OF 220.79 FEET ALONG THE EAST LINE OF SAID LOT 4 AND WEST RIGHT OF WAY LINE OF S. 76TH STREET (C. T.H. "U") TO THE POINT OF BEGINNING.

SAID DESCRIBED LANDS CONTAINING 162,122 S.F. (3.7218 ACRES) TO THE MEANDER LINE AS SHOWN, MORE OR LESS OF LAND, INCLUDING INTERIOR STREETS TO BE DEDICATED FOR PUBLIC ROAD PURPOSES AS SHOWN. LANDS TO BE DEDICATED CONTAIN 12,693 S.F. (0.2914 ACRES). NET AREA CONTAINS 149,429 S.F. (3.4304 ACRES) MORE OR LESS OF LAND.

PARCEL INCLUDES LANDS LYING BETWEEN THE DESCRIBED MEANDER LINE AND THE THREAD OF UNNAMED CREEK AS SHOWN WHOSE AREA IS 8,206 S.F. (0.1884 AC) MORE OR LESS OF LAND.

Drafted by: Craig Donze S-3182
November 14, 2018

LEGAL DESCRIPTION – PUBLIC WATER MAIN EASEMENT (LOT 2)

BEING ALL THAT PART OF LOT 2 OF "FAITHWAY RESERVE", A DIVISION OF ALL OF LOT 3 AND LOT 4 OF CSM 8625 AND A PART OF PARCEL 1 OF CSM 7051, BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 9, THENCE N00°15'07"W, A DISTANCE OF 1322.01 FEET TO A POINT; THENCE S88°35'18"W, A DISTANCE OF 65.01 FEET TO THE WEST RIGHT OF WAY LINE OF S. 76TH STREET (C.T.H. "U"), AND THE NORTHEAST CORNER OF LOT 2 OF SAID FAITHWAY RESERVE AND THE POINT OF BEGINNING OF LANDS HEREINAFTER DESCRIBED; THENCE S88°38'56"W, 21.60 FEET TO A POINT, THENCE S45°47'31"E, 30.25 FEET TO A POINT, THENCE N00°15'07"W, 21.60 FEET TO THE NORTHEAST CORNER OF LOT 1 AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 233 SF (0.0053 ACRES) MORE OR LESS OF LAND.

LEGAL DESCRIPTION – PUBLIC UTILITY EASEMENT (LOTS 7 & 8)

BEING ALL THAT PART OF LOTS 7 & 8 OF "FAITHWAY RESERVE", A DIVISION OF ALL OF LOT 3 AND LOT 4 OF CSM 8625 AND A PART OF PARCEL 1 OF CSM 7051, BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 9, THENCE N00°15'07"W, A DISTANCE OF 1305.60 FEET TO A POINT; THENCE S89°44'53"W, A DISTANCE OF 519.04 FEET TO THE POINT OF BEGINNING OF LANDS HEREINAFTER DESCRIBED; THENCE 20.09 FEET ALONG THE ARC OF A CURVE, WHOSE CENTER LIES TO THE SOUTHEAST, WITH A RADIUS OF 60.00 FEET, AND WHOSE CHORD BEARS S32°35'15"W, 20.00 FEET; THENCE N57°26'29"W, 115.33 FEET TO A POINT THENCE N30°46'43"E, 10.00 FEET TO A POINT, THENCE N33°12'16"E, 10.00 FEET TO A POINT; THENCE S57°26'29"E, 115.53 FEET TO THE POINT OF BEGINNING

SAID EASEMENT CONTAINING 2302 SF (0.0528 ACRES) MORE OR LESS OF LAND.

LEGAL DESCRIPTION – PUBLIC UTILITY EASEMENT (LOTS 1, 2, 3, 4, AND 5)

BEING ALL THAT PART OF LOTS 1, 2, 3, 4, AND 5 OF "FAITHWAY RESERVE", A DIVISION OF ALL OF LOT 3 AND LOT 4 OF CSM 8625 AND A PART OF PARCEL 1 OF CSM 7051, BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 9, THENCE N00°15'07"W, A DISTANCE OF 1101.22 FEET TO A POINT; THENCE S88°35'18"W, A DISTANCE OF 65.01 FEET TO THE WEST RIGHT OF WAY LINE OF S. 76TH STREET (C.T.H. "U"), AND THE SOUTHEAST CORNER OF LOT 1 OF SAID FAITHWAY RESERVE AND THE POINT OF BEGINNING OF LANDS HEREINAFTER DESCRIBED; THENCE N00°15'07"W, 102.34 FEET TO A POINT; THENCE S88°35'18"W, 276.17 FEET TO A POINT; THENCE N59°00'10"W, 89.11 FEET TO A POINT; THENCE 30.44 FEET ALONG THE ARC OF A CURVE, WHOSE CENTER LIES TO THE NORTHWEST, WITH A RADIUS OF 60.00 FEET, AND WHOSE CHORD

BEARS S26°01'51"W, 30.11 FEET; THENCE S59°00'10"E, 184.76 FEET TO A POINT; THENCE S00°21'04"E, A DISTANCE OF 23.67 FEET TO A POINT; THENCE N59°00'10"W, 45.37 FEET TO A POINT; THENCE S88°35'18"E, 235.67 FEET TO A POINT; THENCE S00°15'07"W, 82.13 FEET TO A POINT; THENCE N88°35'18"E, 10.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 13,254 SF (0.3043 ACRES) MORE OR LESS OF LAND.

Drafted by: Craig Donze S-3182
November 14, 2018

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE August 6, 2019
Reports & Recommendations	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF FAITHWAY RESERVE SUBDIVISION	ITEM NO. <i>619.</i>

BACKGROUND

Pursuant to the approval of the final plat for Faithway Reserve Subdivision, the developer, Creative Homes, Inc. is ready to proceed with the development. The development is called Faithway Reserve Subdivision and it is necessary to enter into a Subdivision Development Agreement at an estimated cost of \$474,212.94.

ANALYSIS

The final plat appeared before Plan Commission on July 18, 2019. Approval of this Subdivision Development Agreement is required before the final plat comes before Common Council.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the Subdivision Development Agreement with specific items contained in Exhibit "E" attached.

FISCAL NOTE

Municipal services and contingencies are accepted and are included in bond. See Exhibit "D" on Page 21.

RECOMMENDATION

Motion to adopt Resolution No. 2019- _____ a resolution authorizing certain officials to execute a Subdivision Development Agreement with the developer of Faithway Reserve Subdivision.

Department of Engineering GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION
DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF
FAITHWAY RESERVE SUBDIVISION

WHEREAS, the Common Council at its regular meeting on August 6, 2019, recommended approval of the subdivision final plat subject to the execution of a Subdivision Development Agreement for Faithway Reserve Subdivision; and

WHEREAS, the development known as Faithway Reserve Subdivision is now known and marketed as Faithway Reserve Subdivision; and

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

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

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

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

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2019 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Engineering/GEM

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

FAITHWAY RESERVE SUBDIVISION

July 2019

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
FAITHWAY RESERVE SUBDIVISION**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 2019, by and between Creative Homes, Inc, a Wisconsin Corporation, hereinafter called the "Subdivider" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

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

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

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

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

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

1. The legal description of the Subdivision is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Subdivider shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City

Engineer. After receiving the City's approval thereof, the Subdivider shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements, (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is Four Hundred Seventy Four Thousand, Two Hundred Twelve Dollars and .94/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider shall file with the City a Financial Guarantee (the "Financial Guarantee" which may be either in the form of a Letter of Credit or a Performance Bond and such form be the choice of the Subdivider) in the initial amount of \$474,212.94 representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Subdivider has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Subdivider shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5, except as set forth under Paragraph 13 below.
6. In the event the Subdivider fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvement Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Subdivider, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Guarantee Issuer at the address indicated on the Financial

Guarantee, with a copy to the Subdivider, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvement Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance.

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

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
 - (c) Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.
 - (d) To the extent necessary to accommodate public utilities easements on the Subdivision development easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. All utilities shall be underground except for any existing utility poles/lines.
 - (e) The curb face to curb face width of the roads in the Subdivision shall be as determined by the City Engineer.
 - (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Subdivider to the City, in form and content as required by the City, without recourse, and free

and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.

8. The Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Subdivider. The Subdivider's obligations under this Paragraph 8, as to any improvement, terminates upon acceptance of that improvement by the City.
9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Subdivision, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Subdivider or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Subdivider shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Subdivider promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12 below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider,
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors,
 - (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period,

- (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance, or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorney's fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Subdivider hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5 above.
14. (a) The Subdivider shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14 and has filed certificates thereof with the City:

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

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

- Note - No Corporation Automobiles -

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

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

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

15. The Subdivider shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of §§236.13(2)(am), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes.
18. Penalties for Subdivider's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violation, Penalties, and Remedies of the United Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Subdivider's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Subdivider shall not convey or

assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Subdivider remains liable hereunder. This Agreement shall run with the land.

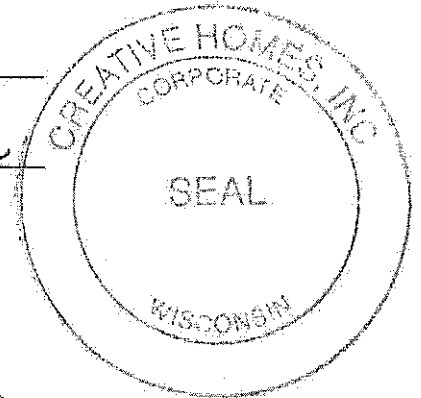
[The remainder of this page is intentionally left blank. Signatures are on the following page.]

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

SEALED IN PRESENCE OF: Creative Homes, Inc.
(a Wisconsin Corporation)

By: *Rick J. Przybyla*
Name: Rick J. Przybyla, President

Party of the First Part



STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

Personally came before me this 11th (day) of JUNE, 2019, the above named rick przybyla of CREATIVE HOMES INC and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said _____ by its authority

Or

This instrument was acknowledged before me on JUNE 11, 2019 by Rick J. Przybyla, President of Creative Homes, Inc.

[Signature]
Notary Public, MILWAUKEE County, WI
My commission expires: 7/9/21

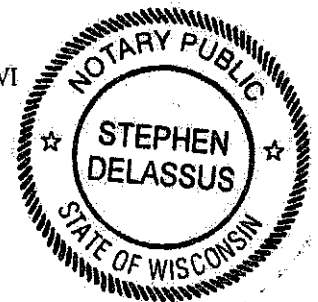
CITY OF FRANKLIN

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

COUNTERSIGNED:

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

Parties of the Second Part



STATE OF WISCONSIN) ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2019, the above named Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 2019.

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

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

Form approved:

Jesse Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
FAITHWAY RESERVE SUBDIVISION**

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

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
FAITHWAY RESERVE SUBDIVISION

LEGAL DESCRIPTION OF SUBDIVISION

LEGAL DESCRIPTION - FAITHWAY RESERVE SUBDIVISION EXTERIOR BOUNDARY

BEING ALL OF LOT 3 AND LOT 4 OF CSM 8625 AND A PART OF PARCEL 1 OF CSM 7051, BEING ALSO PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

SAID LANDS ARE BOUNDED AND DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND CONCRETE MONUMENT WITH BRASS CAP MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 9, THENCE N00°15'07"W, A DISTANCE OF 1101.22 FEET TO A POINT; THENCE S88°35'18"W, A DISTANCE OF 65.01 FEET TO A 1" IRON PIPE FOUND ON THE WEST RIGHT OF WAY LINE OF S. 76TH STREET (C.T.H. "U"), AT THE SOUTHEAST CORNER OF LOT 4 OF CSM 8625 AND THE POINT OF BEGINNING OF LANDS HEREINAFTER DESCRIBED; THENCE CONTINUING S88°35'18"W, A DISTANCE OF 673.28 FEET TO A MEANDER CORNER; THENCE N08°15'44"E, A DISTANCE OF 224.62 FEET ALONG A MEANDER LINE TO A 1" IRON PIPE FOUND ON THE NORTH LINE OF LOT 3 OF CSM 8625; THENCE N88°38'56"E, A DISTANCE OF 52.90 FEET ALONG SAID NORTH LINE OF LOT 3 OF CSM 8625 TO A POINT; THENCE N30°46'43"E, A DISTANCE OF 58.83 FEET TO A POINT; THENCE N33°12'16"E, A DISTANCE OF 75.87 FEET TO A POINT; THENCE N88°29'34"E, A DISTANCE OF 60.35 FEET TO A POINT; THENCE S50°40'49"E, A DISTANCE OF 69.52 FEET TO A POINT; THENCE S32°33'04"E, A DISTANCE OF 30.02 FEET TO A POINT; THENCE 8.22 FEET ALONG AN ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 130.00 FEET AND WHOSE CHORD BEARS N59°06'50.5"E, A DISTANCE OF 8.22 FEET; THENCE S01°21'16"E, A DISTANCE OF 45.54 FEET TO A POINT AT THE SOUTHWEST END OF RIGHT OF WAY FOR W. FAITH DRIVE; THENCE N88°38'56"E, A DISTANCE OF 377.00 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF W. FAITH DRIVE TO A 1" IRON PIPE FOUND ON THE WEST LINE OF S. 76TH STREET (C. T.H. "U"), BEING ALSO THE NORTHEAST CORNER OF LOT 4 OF CSM 8625; THENCE S00°15'07"E, DISTANCE OF 220.79 FEET ALONG THE EAST LINE OF SAID LOT 4 AND WEST RIGHT OF WAY LINE OF S. 76TH STREET (C. T.H. "U") TO THE POINT OF BEGINNING.

SAID DESCRIBED LANDS CONTAINING 162,122 S.F. (3.7218 ACRES) TO THE MEANDER LINE AS SHOWN, MORE OR LESS OF LAND, INCLUDING INTERIOR STREETS TO BE DEDICATED FOR PUBLIC ROAD PURPOSES AS SHOWN. LANDS TO BE DEDICATED CONTAIN 12,693 S.F. (0.2914 ACRES). NET AREA CONTAINS 149,429 S.F. (3.4304 ACRES) MORE OR LESS OF LAND.

PARCEL INCLUDES LANDS LYING BETWEEN THE DESCRIBED MEANDER LINE AND THE THREAD OF UNNAMED CREEK AS SHOWN WHOSE AREA IS 8,206 S.F. (0.1884 AC) MORE OR LESS OF LAND.

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
FAITHWAY RESERVE SUBDIVISION

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

Description of improvements required to be installed to develop the (FAITHWAY RESERVE SUBDIVISION) Subdivision.

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

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

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

- | | | |
|-----|---|--------|
| 5. | Laterals and appurtenances from sanitary sewer main to each lot line; one for each lot as determined by the City. | *S |
| 6. | Water main and fittings in the streets and/or easement in the Subdivision, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Subdivision and service area. | *S |
| 7. | Laterals and appurtenances from water main to the street line; one for each lot, as determined by the City Engineer together with curb stop as specified by the City. | *S |
| 8. | Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. | *S |
| 9. | Paved streets with curb and gutter in the Subdivision to the approved grade and in accordance with the City specifications. | *S |
| 10. | Concrete sidewalks in the Subdivision to the approved grade and in accordance with the City specifications. | (N.A.) |
| 11. | Concrete, asphalt or chipped pedestrian walks and paved public trails in dedicated pedestrian ways and easements in the Subdivision as approved by the City. | (N.A.) |
| 12. | Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City. | (N.A.) |
| 13. | Street trees. | *C |
| 14. | Protective fencing adjacent to pedestrian ways, etc. | (N.A.) |
| 15. | Engineering, planning and administration services as approved. | *S |
| 16. | Drainage system as determined and/or approved by the City to adequately drain the surface water from the Subdivision and drainage basin area in accordance with the master drainage plan and/or approved system plan. | *S |
| 17. | Street lighting and appurtenances along the street right-of-way as determined by the City. | (N.A.) |
| 18. | Street signage in such locations and such size and design as determined by the City. | (N.A.) |
| 19. | Title evidence on all conveyances. | *S |

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
FAITHWAY RESERVE SUBDIVISION

GENERAL SUBDIVISION REQUIREMENTS

I. GENERAL

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

II. LOT SIZE AND UNIT SIZE

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

III. WATER SYSTEM

- A. Availability
 - 1. Each and every lot in the Subdivision shall be served by a water main.
 - 2. The Subdivider shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Subdivision as directed by the City Engineer.
 - 3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.

4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both organizations shall have free and unlimited use of the water.

B. Construction

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

IV. SANITARY SEWER SYSTEM

A. Components

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

B. Availability

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

V. STORM DRAINAGE

A. Components

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

B. Endwalls

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

C. Outfalls and Retaining Walls

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

D. Responsibility of Discharged Water

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

VI. STREETS

A. Location

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

B. Names

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

C. Construction

1. All streets shall be built in accordance with the specifications on file in the City Engineer's Office.
2. All streets shall be constructed with 8" of stonebase and 4" of A/C binder course prior to Subdivision certification. The 2" A/C surface course shall be installed when 80% of the lots within the Subdivision have been built upon or at the discretion of the City Engineer.

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

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

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

D. Snow Removal and Ice Control

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

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

VII. EASEMENTS

A. Drainage

All drainage easements dedicated to the public shall be improved as follows:

- a) Storm sewer or lined invert open channel, unless otherwise agreed upon by the Subdivider and the City.
- b) Side slopes no steeper than 4:1.
- c) Landscaped in accordance with the Special Use Resolution Landscaping Requirements or, in the case of storm sewer, as directed by the City Engineer.

VIII. PERMITS ISSUED

A. Building Permits

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

B. Occupancy Permits

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

- d) The site is stabilized and all drainage facilities have been re-certified.

IX. DEED RESTRICTIONS

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

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

- A. Fee for Checking and Review

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

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

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
FAITHWAY RESERVE SUBDIVISION
ESTIMATED IMPROVEMENT COSTS

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

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

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$ 86,284.10
Sanitary System	80,425.00
Water System	56,452.00
Storm Sewer System	51,858.00
Paving with Concrete Curb	61,357.00
Street Trees (6 x \$400/lot)	2,400.00
Street Lights (0) @ approximately \$5,000/ea.	0
Street Signs	0
Underground Electric, Gas and Telephone	35,130.15
Retention Basin - Church (Grading Bid/Storm)	
SUBTOTAL	\$373,906.25
Engineering/Consulting Services	N.A.
Municipal Services (7% of Subtotal)	26,005.44
Contingency Fund (20% of Subtotal)	74,301.25
TOTAL:	\$474,212.94

Total: Four Hundred Seventy Four Thousand, Two Hundred Twelve and 94/100 Dollars.

APPROVED BY:

Glen E. Morrow

Glen E. Morrow, City Engineer

Date:

JUNE 13, 2019

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
FAITHWAY RESERVE SUBDIVISION

ADDITIONAL SUBDIVISION REQUIREMENTS
--

1. The Subdivider shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
2. The Subdivider shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
3. The Subdivider agrees to pay the City for street trees planted by the City on W. Faith Drive and S. 76th Street at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Subdivider, the Subdivider's sub-contractors, or the lot owners.
4. The requirements for the installation of concrete driveway approaches shall be omitted from this Agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
5. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
6. The Subdivider shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
7. Prior to commencing site grading, the Subdivider shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Subdivider shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.
8. The Subdivider shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.

9. The Subdivider shall install an 8-inch diameter water main on W. Faith Drive from the existing water main located at S. 76th Street of the Development.
10. Prior to commencing any land disturbance, the Subdivider shall employ a forestry expert to review the development and during the development process make periodic inspections to monitor the activity relative to the protection of the woodlands. Periodic reports shall be furnished to the Planning Manager and City Engineer, the purpose of these requirements being to ensure compliance with the Unified Development Ordinance.
11. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
12. Faith Community Church has constructed a storm water management facility as required in the Storm Water Management Plan. The Subdivider shall be responsible for making such change to the facility to bring it to accordance with the plans and specifications approved by the City Engineer. Maintenance of storm water management facility shall be the responsibility of Faith Community Church per the recorded Church Agreement; First amendment to Agreement Document #10852881, Recorded 3/6/2019. (See Exhibit G)
13. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized.
14. Declaration of Restrictions and Covenants specify the preservation of the existing storm water facility, per the recorded Church Agreement; First amendment to Agreement Document #10852881, Recorded 3/6/2019. (See Exhibit G)
15. Construction Requirements:
 - a) Prior to any construction activity on the site, Subdivider shall prepare a gravel surfaced parking area within the boundaries of the site.
 - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from S. 76th Street and/or W. Faith Drive.
16. The Subdivider shall provide for the connection to the existing W. Faith Drive and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
FAITHWAY RESERVE SUBDIVISION

CONSTRUCTION SPECIFICATIONS

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

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

EXHIBIT "G"

FIRST AMENDMENT
TO AGREEMENT

Document Number

Document Title

DOC # 10852881

RECORDED
03/06/2019 11:16 AM

JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:

***This document has been
electronically recorded and
returned to the submitter.***

Recording Area

Name and Return Address

Attorney Lawrence J. Haskin
7300 S. 13th St., Ste. 104
Oak Creek, WI 53154

792-9984-001

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WROA Rev. 12/22/2010

INFO-PRO® www.infoproforms.com

**FIRST AMENDMENT TO
AGREEMENT**

WHEREAS, Faith Community Church ("Seller") and Creative Homes, Inc. ("Buyer") entered into an Agreement dated April 17, 2018 (the "Agreement") regarding a part of 7700 West Faith Drive, Franklin, Wisconsin, Tax Key No. 792-9984-001 (the "Creative Homes Parcel"), which Agreement was recorded in the Milwaukee County Register of Deeds office on May 16, 2018, as Document No. 10777071. The legal description of the Creative Homes Parcel is attached hereto as Exhibit A; and

WHEREAS, Seller will retain title to the rest of the property at 7700 West Faith Drive, Franklin, Wisconsin, Tax Key No. 792-9984-001 (the "Church Parcel"). The legal description of the Church Parcel is attached as Exhibit B; and

WHEREAS, Seller and Buyer wish to amend and clarify the Agreement,

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the parties hereto that:

1. Paragraph 1 of the Agreement is amended to provide that Seller agrees to accept storm water drainage from the Subdivision lots on the Church Parcel and will allow the Subdivision to be developed to provide for storm water to be drained into the Detention Pond, and Seller further agrees to maintain said Detention Pond in compliance with the Storm Water Maintenance Agreement between Seller and the City of Franklin and all other local and state laws.

Seller shall have the right, but not the obligation, to increase the square footage of the impervious area on the Church Parcel by a maximum of sixty-two thousand, two hundred twenty-five (62,225) square feet.

2. Paragraph 2 of the Agreement is amended to provide that Buyer agrees that as owner of the land to be developed into the Subdivision, it will agree to pay to Seller one hundred

twenty-five dollars (\$125.00) per lot (the "Fee") for the right to drain surface water into the Detention Pond. Seller shall have the right, but not the obligation, to increase the Fee to the owners of each individual lot within the Subdivision up to three percent (3%) no more than one time per calendar year upon sixty (60) days written notice to the owners of record of each individual lot within the Subdivision. Buyer further agrees that it will require the owners of all lots within the Subdivision via either contractual agreements or as part of the Owners Association's Fees to pay the Fee to the Seller for the privilege of draining surface water into the Detention Pond.

Except as herein amended, the Agreement shall remain in full force and effect.

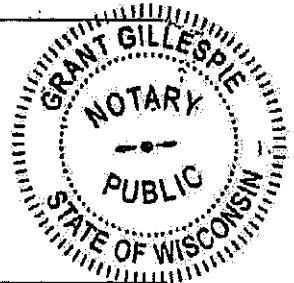
Dated at FRANKLIN, Wisconsin, this 28 day of January, 2019.

State of Wisconsin)
Milwaukee County) ss.
This document was acknowledged before me on the
28 day of February, 2019.
Grant Gillespie
Notary Public, State of Wisconsin.
My commission: Expires on Nov. 15, 2022

Faith Community Church, Inc.

By: [Signature]

MARK A. PRIESTAF
FAITH COMM. CHURCH, Chair



State of Wisconsin)
Milwaukee County) ss.
This document was acknowledged before me on the
28 day of February, 2019.
Carol Herman
Notary Public, State of Wisconsin.
My commission: Nov. 15, 2022

Carol Herman
CAROL HERMAN, Clerk

Creative Homes, Inc.

By: Rick J. Przybyla, PRES.
Rick J. Przybyla, President

State of Wisconsin)
Milwaukee County) ss.
This document was acknowledged before me on the
28 day of February, 2019.
Grant Gillespie
Notary Public, State of Wisconsin.
My commission: Nov. 15, 2022

This Document Was Drafted By:
HASKIN & KARLS
Lawrence J. Haskin
State Bar No. 1017416
7300 South 13th Street, Suite 104
Oak Creek WI 53154
Telephone: (414) 762-5105

EXHIBIT A

Part of Parcel 1, Certified Survey Map No. 7051, recorded in the office of the Register of Deeds for Milwaukee County on December 19, 2001, as Document No. 8187679, being a part of the lands in the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4, Section 9, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Southeast corner of said Southeast 1/4; thence North 00 degrees 15 minutes 07 seconds West along the East line of said Southeast 1/4, a distance of 1322.07 feet; thence South 88 degrees 38 minutes 56 seconds West, 442.01 feet along the South line of West Faith Drive to the point of beginning; thence North 01 degrees 21 minutes 04 seconds West along the West line of West Faith Drive, a distance of 45.23 feet; thence Southwesterly 8.22 feet along the arc of a curve with a 130.00 foot radius to the South and a chord bearing South 59 degrees 15 minutes 35 seconds West, 8.22 feet; thence North 32 degrees 33 minutes 05 seconds West, 30.00 feet; thence North 50 degrees 40 minutes 49 seconds West, 69.52 feet; thence South 88 degrees 29 minutes 34 seconds West, 60.35 feet; thence South 33 degrees 12 minutes 16 seconds West, 75.87 feet; thence South 30 degrees 46 minutes 43 seconds West, 58.47 feet to the South line of said Parcel 1; thence North 88 degrees 38 minutes 56 seconds East along the South line of Parcel 1 of Certified Survey Map No. 7051, a distance of 209.91 feet to the point of beginning.

EXHIBIT B

Parcel 1, Certified Survey Map No. 7051, recorded December 19, 2001, as Document No. 8187679, being a part of lands in the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE August 6, 2019
Reports & Recommendations	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO APPROVE A REQUEST TO VACATE A SANITARY SEWER EASEMENT FOR FAITHWAY RESERVE SUBDIVISION (S. 76 TH STREET AND W. FAITH DRIVE)	ITEM NO. <i>G.20.</i>

BACKGROUND

In 2014, a certified survey map at S. 76th Street and W. Faith Drive created a 20-foot sanitary sewer easement across Lot 4. The property is now part of the Faithway Reserve Subdivision and the proposed design is in a different location. As such the 2014 easement is no longer needed.

ANALYSIS

There are no utilities constructed in the 2014 easement and Staff recommends vacation of the easement. Both the 2014 easement and the proposed easement for Faithway Reserve Subdivision are enclosed for reference.

FISCAL NOTE

No impact on finance.

OPTIONS

- A. Approve vacation of 2014 utility easement. Or
- B. Refer back to Staff with further direction.

COUNCIL ACTION REQUESTED

(Option A) motion to adopt Resolution 2019-_____, a resolution authorizing certain officials to approve a request to vacate a sanitary sewer easement for Faithway Reserve Subdivision.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO APPROVE
A REQUEST TO VACATE A SANITARY SEWER EASEMENT FOR
FAITHWAY RESERVE SUBDIVISION
(S. 76TH STREET AND W. FAITH DRIVE)

WHEREAS, the developer of Faithway Reserve Subdivision has requested the vacation of an existing sanitary sewer easement established in 2014. and;

WHEREAS; it has been determined that this sanitary easement is no longer required.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to approve the vacation of the 20-foot sanitary sewer easement located on the west side of S. 76th Street approximately 220 feet south of W. Faith Drive.

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

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2019 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Engineering/GEM



September 5, 2014

Register of Deeds
Milwaukee County
901 North 9th Street, Room 103
Milwaukee, WI 53233

RE: Certified Survey Map
Approximate Address: 76th Street & Faith Drive
Applicant: Creative Homes, Inc.

Gentlemen/Ladies:

Enclosed please find Check No. 8745 for \$41.00 to record the above referenced Certified Survey Map for Creative Homes, Inc., and the original document.

After recording, please return a **certified copy** to our office.

If you have any questions, please feel free to call me at 414.425.4024.

Sincerely,

Mary E. Dalton

Mary E. Dalton
Planning Secretary
City of Franklin
City Development Department

Enclosures

cc: Ronnie Asuncion, Engineering Technician

CSM #:

8625

Document #:

10393174

Date & Time Recorded:

SEP 11 2014 @ 9:18AM

generalplanning@franklinwi.gov

CERTIFIED SURVEY MAP NO. 86as

All of Outlot 1 of CERTIFIED SURVEY MAP NO. 7051, Outlot 1 Block 7 of TUCKAWAY GREEN ADDITION NO. 2 and lands in the Southeast 1/4 of the Southeast 1/4 Section 9, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

Prepared For:
Creative Homes, Inc.
c/o Rick Przybyla
9244 W. Grandview Court
Franklin, WI 53132
414-529-7822

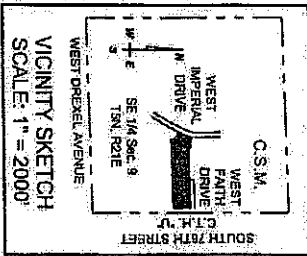
GRAPHIC SCALE

1 INCH = 100 FEET

SEE SHEET 3 AND SHEET 4 FOR SETBACK AND EASEMENT DETAIL
SEE SHEET 5 AND SHEET 6 FOR ENVIRONMENTAL DETAIL
SEE SHEET 7 FOR WETLAND DETAIL
SEE SHEET 8 FOR BOUNDARY CURVE TABLE

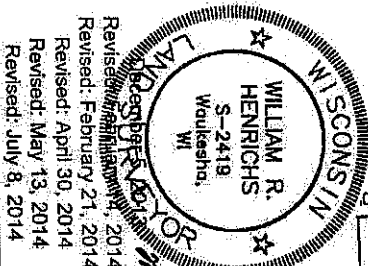
Bearings refer to Grid North of the Wisconsin State Plane Coordinate System GCS, South Zone per N.A.D. 27. The East line of the Southeast 1/4 of Section 9, Township 5 North, Range 21 East has a reference bearing of N 00°15'07" W. (CSDS December 2011)

NE Corner, SE 1/4 Sec. 9, T5N, R21E
(Comp. mon. witness cap)
N 337.611, 18" E 2,533.287, 88
(Wisconsin State Plane Co-Ordinate System, South Zone)



Notes:
- Zoning: R-6 Suburban Single Family Residence & Fm Floodway District.
- Lot 4 Serviced by Private Sanitary System and Well, Lot 1 and Lot 2 Serviced by Municipal Sanitary Sewer and Water.
- 100 Year Floodplain Per FEMA Map No. 56078C0144E Dated September 26, 2008 EL = 745.
- Wetlands Delineated by Wetland & Waterway Consulting, LLC, May 15, 2013.
- Ordinary High Water Mark Delineated by the Wisconsin Department of Natural Resources September 30, 2013.

Unplatted Lands
Owner: DENNIS F. JOHANNEL
SCHAEFER



Revised: February 21, 2014
Revised: April 30, 2014
Revised: May 13, 2014
Revised: July 8, 2014

Notes:
- Denotes "1" from pipe found
- Denotes "1" x 24" iron pipe set.
1.68 lbs. per lin. ft.

DAAR
ENGINEERING, INC.

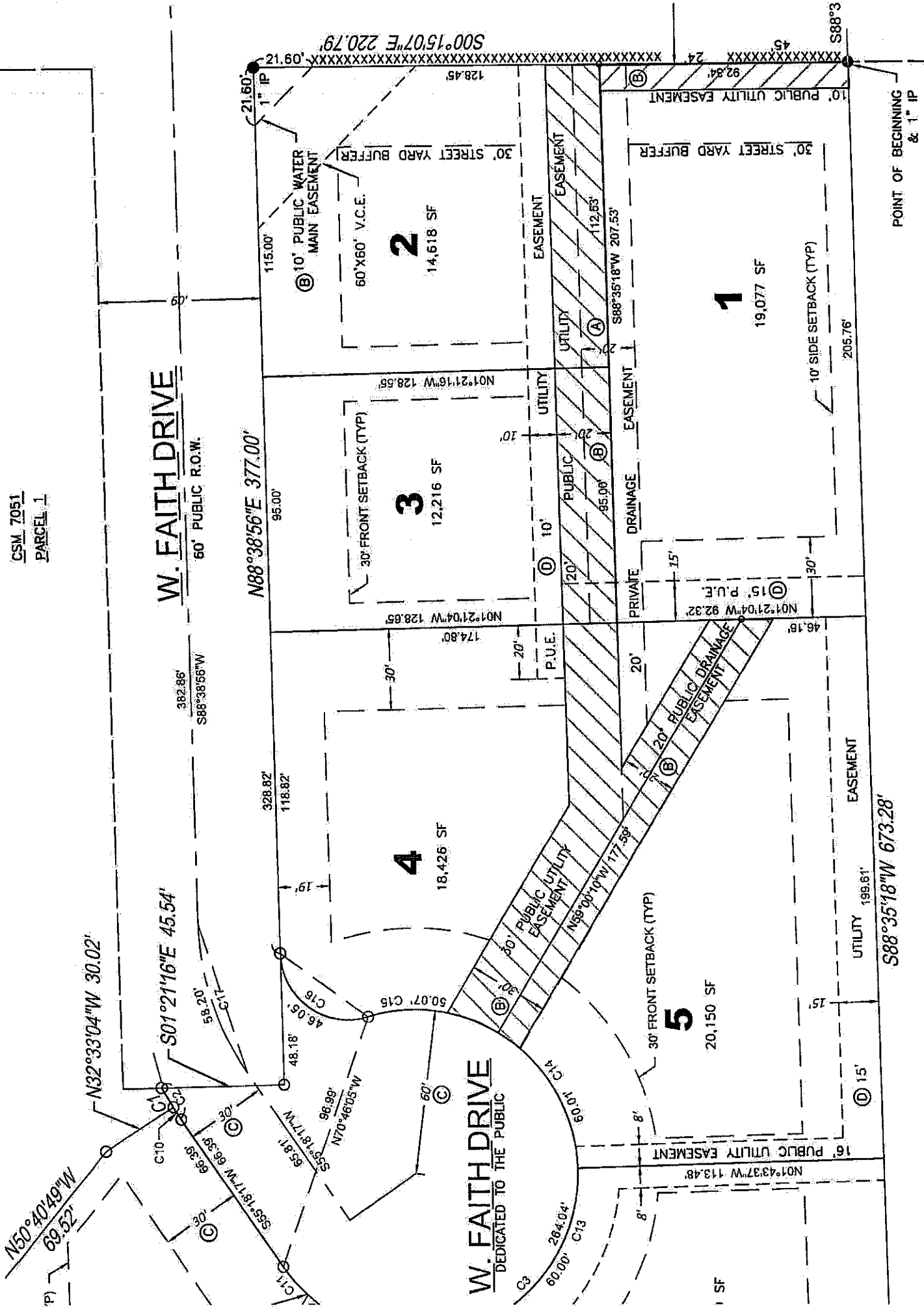
ENGINEERS PLANNERS SURVEYORS
516 West Cherry Street, Milwaukee, WI 53212
PHONE (414) 604-0674 FAX (414) 604-0677
www.daarcorp.com



This instrument drafted by
William R. Henrichs, RLS S-2419

Job Number: 130108
December 6, 2013
Sheet 1 of 9 Sheets

CSM 7051
PARCEL 1



UNPLATTED LANDS

SANITARY AND STORM SEWER

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 6, 2019
REPORTS & RECOMMENDATIONS	REQUEST FROM CREATIVE HOMES TO ALLOW CONSTRUCTION AND TEMPORARY OCCUPANCY FOR A MODEL HOME ON LOT 3 OF FAITHWAY RESERVE (S. 76TH STREET AND W. FAITH DRIVE)	ITEM NUMBER 6.21.

BACKGROUND

The Engineering Department has received a request from Creative Homes, Inc. to allow a model home to be constructed on Lot 3 of Faithway Reserve, a single family home development located on the southeast corner of S. 76th Street and W. Faith Drive.

ANALYSIS

It has been the City's practice to not allow the issuance of building permits in new developments until all of the improvements are installed and approved. However, historically the City, with Council approval, has allowed the construction of model homes prior to completion of the development's improvements. Most recently, request from Veridian Homes (for Aspen Woods) was granted on September 18, 2018, and Neumann Development (for Park Circle, LLC) was granted on May 1, 2018, for two model home permits for The Glen at Park Circle Duplex Single-Family Condominiums Development (9733 South 76th Street).

Model homes are constructed for potential buyers to experience the character and features of other homes in the development. Temporary occupancy should be allowed for the developer's Staff to occupy the home during normal business hours but no final occupancy should be allowed until the requirements of the development are met that would allow any home to achieve final occupancy.

Prior to obtaining a building permit, Staff will need to ensure that stormwater facilities are sufficient to protect downstream areas.

OPTIONS

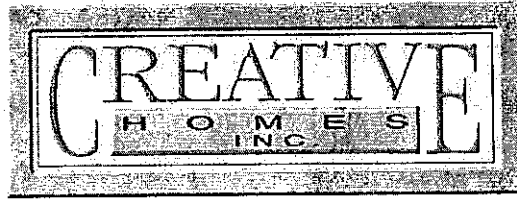
- A. Approve request for building and temporary occupancy permits for Lot 3 of Faithway Reserve. Or
- B. Refer back to Staff with further direction.

FISCAL NOTE

Not applicable.

COUNCIL ACTION REQUESTED

(OPTION A) Motion to approve request from Creative Homes to allow construction and temporary occupancy for a model home on Lot 3 of Faithway Reserve (S. 76th Street and W. Faith Drive) conditional upon Staff's satisfaction that stormwater facilities are sufficient to protect downstream areas.



June 6, 2019

City of Franklin
Common Council
9229 W Grandview Court
Franklin, WI 53132

RE: MODEL HOME PERMIT REQUEST
LOT 3 – FAITHWAY RESERVE

Dear Council Members:

Please accept this letter as a request to obtain a model home permit for Lot 3 of Faithway Reserve.

Your consideration to this matter is greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Nicole M. Watson".

Nicole M. Watson
VP Business Development

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE August 6, 2019
Reports & Recommendations	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ENTER INTO A TIME AND EXPENSE PROFESSIONAL ENGINEERING AGREEMENT WITH CONCORD GROUP FOR SERVICES RELATED TO THE PREPARATION OF A W. PUETZ ROAD SURFACE TRANSPORTATION URBAN PROGRAM (STP) GRANT APPLICATION FOR THE WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT) 2020-2025 PROGRAM CYCLE FOR AN ESTIMATED AMOUNT OF \$13,480	ITEM NO. <i>6.22.</i>

BACKGROUND

Many previous budgets have forecasted that Puetz Road would be improved to extend the S. 42nd Street to S. 76th Street cross-section from S. 27th Street (STH 241) to St. Martins Road (STH 100). Staff met with Southeastern Wisconsin Regional Planning Commission (SEWRPC) to strategize on how best to improve W. Puetz Road. A Surface Transportation Urban Program (STP) grant application for the Wisconsin Department of Transportation (WISDOT) 2020-2025 program cycle is due October 15, 2019. The STP grant would pay 80% of project costs.

The two sections of Puetz in need of a large transportation project are S. 27th Street (STH 241) to S. 42nd Street and S. 76th Street to St. Martins Road (STH 100).

ANALYSIS

To submit a STP grant request, a detailed cost estimate is needed for the application. The engineering firm that assists with the application is prohibited from being selected as a design firm for the project. Staff has located the Concord Group, an engineering firm that does not perform large detailed transportation designs but regularly prepares costs estimates and value engineering for these and other types of projects.

Concord Group has prepared the attached proposal to accomplish the needed work and Staff has reviewed the proposal. If selected, the attached proposal would be Attachment A of the City's standard template for consultants.

A request to submit the STP application(s) will appear at a future Common Council meeting.

FISCAL NOTE

Funding will be from the Capital Improvement Fund Contingency.

OPTIONS

- A. Approve agreement with Concord Group. Or
- B. Refer back to Staff with further direction.

COUNCIL ACTION REQUESTED

(Option A) motion to adopt Resolution 2019-_____, a resolution authorizing certain officials to enter into a time and expense professional engineering agreement with Concord Group for services related to the preparation of a W. Puetz Road Surface Transportation Urban Program (STP) grant application for the Wisconsin Department of Transportation (WISDOT) 2020-2025 program cycle for an estimated amount of \$13,480.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ENTER INTO A TIME AND EXPENSE PROFESSIONAL ENGINEERING AGREEMENT WITH CONCORD GROUP FOR SERVICES RELATED TO THE PREPARATION OF A W. PUETZ ROAD SURFACE TRANSPORTATION URBAN PROGRAM (STP) GRANT APPLICATION FOR THE WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT) 2020-2025 PROGRAM CYCLE FOR AN ESTIMATED AMOUNT OF \$13,480

WHEREAS, a Surface Transportation Urban Program (STP) grant application for the Wisconsin Department of Transportation (WISDOT) 2020-2025 program cycle is due October 15, 2019; and

WHEREAS, a STP grant would pay 80% of project costs for large transportation projects; and

WHEREAS, W. Puetz Road has two sections in need of a large transportation project specifically S. 27th Street (STH 241) to S. 42nd Street and S. 76th Street to St. Martins Road (STH 100); and

WHEREAS, Concord Group is a qualified engineering firm to assist in the preparation of STP grant application(s);

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Mayor enter a time and expense professional engineering agreement with Concord Group for services related to the preparation of a W. Puetz Road Surface Transportation Urban Program (STP) grant application for the Wisconsin Department of Transportation (WISDOT) 2020-2025 program cycle for an estimated amount of \$13,480.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2019, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



July 31, 2019

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

Re: Proposal for Puetz Road Reconstruction – Select STP Urban Funding Services
City of Franklin, Wisconsin

Dear Glen,

The Concord Group (TCG) is pleased to submit this proposal to perform select STP – Urban Funding Assistance services for the City of Franklin (City) on the above-referenced project. The following paragraphs describe the project background, scope of services, schedule, fees, and terms and conditions that will be used as the basis for this proposal.

I. Project Background

The City will be submitting an application for the Surface Transportation Urban Program (STP – Urban) associated with the WisDOT 2020 – 2025 program cycle. The application deadline for this program is October 15, 2019. The Concord Group has prepared this proposal to outline the anticipated services that will be performed to provide assistance to the City with preparing the necessary application documentation associated with the STP – Urban funded program.

The roadway project that has been considered for funding is the West Puetz Road Reconstruction project that will be broken into two project phases. The East Phase is approximately 5,540 LF and extends from South 27th Street (STH 241) to South 42nd Street extended; while the West Phase is approximately 6,900 LF and extends from South 76th Street (CTH U) to St. Martins Road (STH 100). Both of these current roadways are a two-lane rural roadway with typical ditch cross sections. The area between these two roadways, from approximately 42nd Street extended to South 76th Street, had a reconstruction project completed approximately 15 years prior that reconstructed the previous two-lane roadway into a four-lane divided urban section. It will be this existing center 4-lane Collector System roadway that will be used as a basis to conceptually evaluate the anticipated project scope, cost, and proposed delivery schedule needed to complete the design/construction of both East/West Phases of the West Puetz Road Reconstruction project.

II. Scope of Services

TCG will perform the following scope of services for this project as follows:

- A. Prepare for and administer a project kick-off meeting with the DPW/City Engineer to confirm the scope of services for the project. This meeting will also be used to discuss in generality the project justification for both phases on the project.

- B. Obtain from the City and review the Construction Documents/Project Manual that includes the associated Plans, Specifications, and Special Provisions for the center four-lane roadway reconstruction project for West Puetz Road between 42nd Street extended and 76th Street. This project will be used as a basis for preparations of draft applications for both East/West Phases.
- C. Prepare draft applications for both phases in accordance with the WisDOT guidelines that include the pertinent write-up descriptions with associated supporting exhibits to document the following:
 - 1. Project Location/Description.
 - 2. Existing infrastructure Information for current roadway phases.
 - 3. Project Justification that includes why the project(s) is/are needed.
 - 4. Describe anticipated proposed improvements for both phases.
 - 5. Environmental/Cultural issues summary.
 - 6. Miscellaneous issues that possibly impact construction schedule or real estate acquisition initiatives.
 - 7. Documentation of other funding sources.
 - 8. Itemized Conceptual Cost Estimate with applicable contingencies and annual escalation allowances, Project Priority, and Scheduling data.
 - 9. Specific supporting documentation (Design, Construction, Real Estate, Utility, and other potential costs) associated with preparation of the Concept Definition Report.
- D. Collate the draft application documentation packages for both phases and submit to the City for review. These documents will be provided in a digital format for the City's use with making a final submittal to WisDOT.

III. Project Schedule

TCG estimates that the above scope of services will generally be completed by approximately September 20, 2019. This will allow the City over three weeks to review and finalize the submittal packages prior to the October 15, 2019 deadline for the STP – Urban Funding Program. This assumes authorization to proceed will be given to TCG by August 9, 2019.

IV. Project Fees

The Scope of Services described above will be completed on a Time and Expense fee basis estimated to total approximately **\$13,480**.

A. Reimbursable Expenses:

The foregoing fees are exclusive of the following project related expenses:

- 1. Approved project related expenses outside the Milwaukee / Franklin area. It is anticipated that all travel and mileage expense for site observation visits are included in the price above.
- 2. Cost for reproduction of drawings (none anticipated).
- 3. Cost for specialized consultants under the contract that TCG engage at the direction of the City.

B. Payment of Fee and Reimbursable Expenses:

- 1. An invoice will be submitted monthly and payment will be due within thirty (30) days.
- 2. Reimbursable expenses incurred, if any, will be reimbursed at actual net cost.

3. Additional services authorized will be reimbursed on either a pre-agreed lump sum basis, or on an hourly basis at the following rates:

Hourly Rates

Additional services performed beyond the Scope of Services described above shall be provided by TCG after receiving written authorization from the City; and will be reimbursed on either a pre-agreed lump sum basis or on an hourly basis at the following rates:

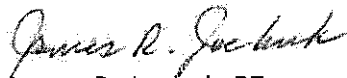
Principal	\$ 205
Director/Project Executive	\$ 180
Senior Project Manager	\$ 160
Senior Cost Estimator	\$ 160
Project Manager	\$ 135
Cost Estimator II	\$ 135
Cost Estimator I	\$ 120
Assistant Project Manager	\$ 95
Assistant Cost Estimator	\$ 90
Construction Observation Specialist	\$ 90
Technical Assistant	\$ 75

V. Closing

We appreciate this opportunity to work with the City on this project! If the scope of services and fees outlined in this proposal meet with your approval, please complete the Authorization section below and return a copy to my attention which allows TCG to begin work on the project.

Sincerely,

The Concord Group



James R. Joehnk, PE

Director, Infrastructure Management

JJ/2019G953

AUTHORIZATION:

Entity: _____

By: _____

Title: _____

Date: _____

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APPROVAL <i>slw</i> <i>AR</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Aug 6, 2019
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO RECLASS CONTINGENCY APPROPRIATIONS TO PROPER CLASSIFICATIONS	ITEM NUMBER <i>6.23.</i>

Background

The Common Council on June 18, 2019 authorized \$30,305 of expenditures from Contingency appropriations in Capital Outlay for certain equipment.

The Common Council again approved the use of \$52,500 of Capital Outlay Contingency appropriations at the July 17, 2019 meeting.

The Proposed Ordinance would move the appropriations from Contingency to the Depts and account classifications that reflect the expenditures.

Recommendation

The Director of Finance & Treasurer recommends adoption of the Draft Budget Amendment Ordinance.

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend Ordinance 2018-2345, an Ordinance adopting the 2019 annual budgets for the Capital Outlay fund to reclass contingency appropriations to proper classifications

Roll Call Vote Required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2019 _____

AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING
THE 2019 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO RECLASS
CONTINGENCY APPROPRIATIONS TO PROPER CLASSIFICATIONS

WHEREAS, the Common Council of the City of Franklin adopted the 2019 Annual Budgets for the City of Franklin on November 13, 2018; and

WHEREAS, the Common Council authorized on June 18, 2019 the use of \$30,305 of Contingency Capital Outlay appropriations for certain equipment; and

WHEREAS, the Common Council authorized on July 17, 2019 the use of \$52,500 of Contingency appropriations for the purchase of certain equipment; and

WHEREAS, the State aids are dependent upon certain reporting of expenditures by activities to qualify for future state aids involving some of the approved contingency appropriations.

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

Section 1 That a 2019 Budget for the Capital Outlay Fund be modified as follows:

Capital Outlay Fund

Clerk	Equipment	Increase	325
Info System	Software	Increase	4,200
Info System	Software	Increase	2,225
Muni Bldg	Equipment	Increase	500
Muni Bldg	Equipment	Increase	5,305
Police	Building Improve	Increase	9,000
Police	Equipment	Increase	7,450
Fire	Safety Equipment	Increase	9,900
Engineering	Equipment	Increase	24,500
Highway	Non-Motorized Equip	Increase	17,900
Econ Dev	Computer	Increase	1,500
Contingency		Decrease	82,805

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.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.


APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/2019
REPORTS & RECOMMENDATIONS	Capital Outlay Fund Expenditures coming from the "Planned Spending Pending Additional Consideration" Appropriation	ITEM NUMBER 13.22.

The 2019 Capital Outlay budget has a \$100,000 appropriation labeled "Planned Spending Pending Additional Consideration." The budget document indicated the following "\$100,000 is planned for expenditure but the items will be subject to a future determination and to receipt of anticipated receipt of sufficient landfill siting revenues to the fund". In addition to this planned expenditure, an additional \$50,000 of contingency was set aside for unscheduled and unrestricted purposes, as is done in most years.

To this point, the Common Council has only authorized the purchase of Police Department and Planning Department computers in the amount of \$15,810 to come from the \$100,000 appropriation. The Common Council has not yet authorized anything to come from the regular or annual contingency appropriation of \$50,000.

The intent of the \$100,000 was to have a strategy to help address needs that exceeded our available funding. The thinking was to wait until the mid-point of the year to see what items actually broke or what priorities became critical. The goal was to then use this to resolve some issues prior to departments preparing their 2020 capital outlay requests.

The following requests are made at this time for immediate consideration.

\$500 to replace the TV in the Community Room which no longer functions.

\$5,305 Common Council Sound System (elsewhere on this agenda).

\$24,500 (not-to-exceed) for Engineering Department GPS Unit. The existing machine is now having significant difficulties and is expected to cease working soon or at any point. This survey-grade GPS is vital to our daily work. Some examples including:

- Locating newly constructed infrastructure-currently at Rawson Homes
- Staking out proposed infrastructure for contractors and DPW-currently for Rawson Homes and driveway culvert inverts and locations
- Topo shots for ditches, culvert pipes, trees, wetland flags, etc.
- Locating easements and property corners-most recently for the roundabout.

This is 11-year old equipment, and it cannot be repaired. Rental quotes are as follows: \$200/day, \$600/week, and \$1,800/month.

The budget identified the \$100,000 planned but unspecified expense as reliant upon receipt of Landfill siting fees. The Finance Director just received the most recent monthly report and indicates that the revenue is meeting expectations and is growing monthly.


As such, staff respectfully requests authorization for the capital outlay fund purchase approvals identified above and in the motion below to come from the "Planned Spending Pending Additional Consideration." At the next Common Council meeting, staff will prepare and provide 1) an analysis of the Landfill siting fees

revenues and 2) a request, after consultation with Department Heads, for how to allocate the remaining \$53,885 of such planned appropriations.

COUNCIL ACTION REQUESTED

Motion to authorize Capital Outlay Fund expenditures of not-to-exceed \$500 to replace the TV in the Community Room, \$5,305 to increase the budget for the Common Council Sound System, and not-to-exceed \$24,500 for a new GPS unit for Engineering, with such appropriations coming from the "Planned Spending Pending Additional Consideration" appropriation.

DOA - MWL

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/16/2019
REPORTS & RECOMMENDATIONS	Capital Outlay Fund Expenditures coming from the "Planned Spending Pending Additional Consideration" Appropriation and Reassigning Information Services Capital Outlay Savings	ITEM NUMBER G.H.

At their meeting of 6/18/19, the Common Council was reminded that the 2019 Capital Outlay budget has a \$100,000 appropriation labeled "Planned Spending Pending Additional Consideration." The budget document indicated the following "\$100,000 is planned for expenditure but the items will be subject to a future determination and to receipt of anticipated receipt of sufficient landfill siting revenues to the fund". In addition to this planned expenditure, an additional \$50,000 of contingency was set aside for unscheduled and unrestricted purposes, as is done in most years.

At that same meeting, the Common Council authorized some additional purchases bringing the total authorized to \$47,315, with \$52,685 available. The Council was informed that prior to requesting approval for expenditure of the remaining funds they would be provided an update as to the availability of landfill siting revenues as anticipated in the budget. That review will be provided in detail as part of the 2020 preliminary budget review that is elsewhere on this agenda.

Again, these appropriations are planned expenditures for items that were just not yet itemized in the budget process. This is distinctly different from a contingency appropriation which is an appropriation for an unplanned expenditure. In summary, the approach was applied since there were so many requests for capital outlay items, some money remained unspecified to enable the City to move 8 months along and better target the money toward potential issues that became real issues.

The Mayor and Director of Administration recommend the following items, in priority order, be authorized.

\$325 Time Stamp Machine Clerk's Office: The current, very old time stamp machine in the Clerk's Office is now the old, very dead time stamp machine in the Clerk's Office. It is a vital part of the Office's record keeping requirements. A new unit costs \$325.

\$9,900 Ram Air Turnout Gear Dryer Fire Department: Properly fitted and tested Personal Protective Equipment (PPE), including high-quality structural turnout gear is what allows firefighters to enter conditions and temperatures that would be immediately fatal if not so equipped. Unfortunately, this same turnout gear poses long-term health risks if not properly cleaned and maintained. Carcinogens contained within smoke and products of combustion are absorbed into the turnout gear, and expose firefighters to risks of various forms of cancers that are several times greater than that of the general public. Current industry best practice recommendations include washing of turnout gear after every structure or vehicle fire. The fire department purchased a washing machine/extractor system specifically designed to clean firefighting turnout gear several years ago. However, due to the multiple layers of the gear, it can take several days to air dry and the layers are prone to develop mold and mildew if not dried completely. Despite Department policies and best-practice recommendations, employees may be hesitant to wash their gear knowing that it may not be dry for their next shift, or that they may need to wear a spare or back-up set that may not fit properly. A Ram Air TG-8 Gear Dryer would allow up to 8 sets of gear to be dried thoroughly and simultaneously.

\$9,000 Retaining Wall Replacement Police Department: A retaining wall supporting ground along a rear driveway entrance has failed. A new wall has been designed from existing budgets. This cost is estimated for the contract to replace the wall.

\$4,200 (Net) SQL Virtual Core Software: Information Services (City Hall) and Police Department: Although a software license it is just a one-time cost with no annual cost or per user cost. The total cost is approximately \$14,000, half of which is for the City Hall and the other half is for the Police Department. The Director of Administration recommends reassigning \$9,800 in savings from the Information Services VMWare Server and SAN Disk expansion project which was budgeted for this year and has come in under budget. As such, the net cost is listed here as \$4,200. The current 2008 license in City Hall is no longer supported by the vendor and the City cannot upgrade its ESRI GIS mapping software and functionality without upgrading SQL. Although the PD is running a newer version of SQL, their main software (ProPhoenix) will require the newest version of SQL. The new version of Phoenix is available and scheduled for a fourth quarter 2019 or first quarter 2020 implementation, so upgrading the SQL before then is critical.

\$2,225 Terminal Server Licenses: Information Services: One additional server needs to be upgraded to this terminal server license level. It is technically 25 software licenses at \$89 each. Although termed a license, there is no ongoing cost or additional per user fee. This will enhance the security on this server and enable it to be used for virtual private network (VPN) remote access, which is an important aspect needed for Govern and ongoing Planning Department activity.

\$17,900 Small Mower DPW: The DPW has multiple mowers used for parks and other areas it maintains. In addition to the larger mowers, there are two old smaller riding mowers that are essential to operations. Both are very old, but one has suffered multiple significant breakdowns this year and is currently out of commission. DPW would like to replace this non-functioning mower because continuing to fix it is not efficient.

\$1,500 Laptop Economic Development: The department does not have a laptop and one would be important for use and presentations off site. Given the position is expected to have more offsite visits than the typical department head, a laptop would be very useful.

\$7,450 4 Taser X2 Units Police Department: The Police Chief recommends 7 new matching Tasers for basic operations and officer safety. The department indicates that as electronic equipment goes past warranty it does not pay to fix them if they fail. Funding was sufficient for 4 units.

Some larger or lower priority requests at this time that were not funded are 3 additional Tasers (PD, \$5,550), 2 Speed Display Signs (PD, \$3,500 each), 6 SWAT rifles (PD, \$12,000), 10 sets of Turn out Gear (FD, \$21,500), pick-up truck (DPW, \$35,000), and 2 snow blower attachments (DPW, \$6,000 each).

The recommended items total \$52,500, which is \$185 under the available appropriation, when one includes re-authorization of the \$9,800 in Capital Outlay savings in the Information Services Department. All prices are estimates, and the final purchase price can vary plus or minus.

COUNCIL ACTION REQUESTED

Motion to authorize Capital Outlay Fund expenditures, using appropriations coming from "Planned Spending Pending Additional Consideration," and from reassigning \$9,800 in Information Services Capital Outlay savings, for the following items: \$325 for a time stamp machine for the Clerk's Office, \$9,900 for a Ram Air Turnout Gear Dryer for the Fire Department, \$9,000 for a retaining wall replacement at the Police Department, \$14,000 for SQL Virtual Core Software for Information Services (City Hall) and Police Department, \$2,225 for Terminal Server Licenses for Information Services, \$17,900 for a small mower for DPW, \$1,500 for a laptop for Economic Development, and \$7,450 for 4 Taser X2 Units.

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APPROVAL <i>slw PR</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 6, 2019
REPORTS & RECOMMENDATIONS	June, 2019 Monthly Financial Report	ITEM NUMBER <i>G.24.</i>

Background

The June, 2019 Financial Report is attached.

The Finance Committee reviewed this report and recommends acceptance of the attached statements.

Highlights of the report are contained in the transmittal memo.

The Finance Director will be on hand to answer any questions.

COUNCIL ACTION REQUESTED

Motion to Receive and place on file



Date: July 22, 2019
To: Mayor Olson, Common Council and Finance Committee Members
From: Paul Rotzenberg, Director of Finance & Treasurer
Subject: June, 2019 Financial Report

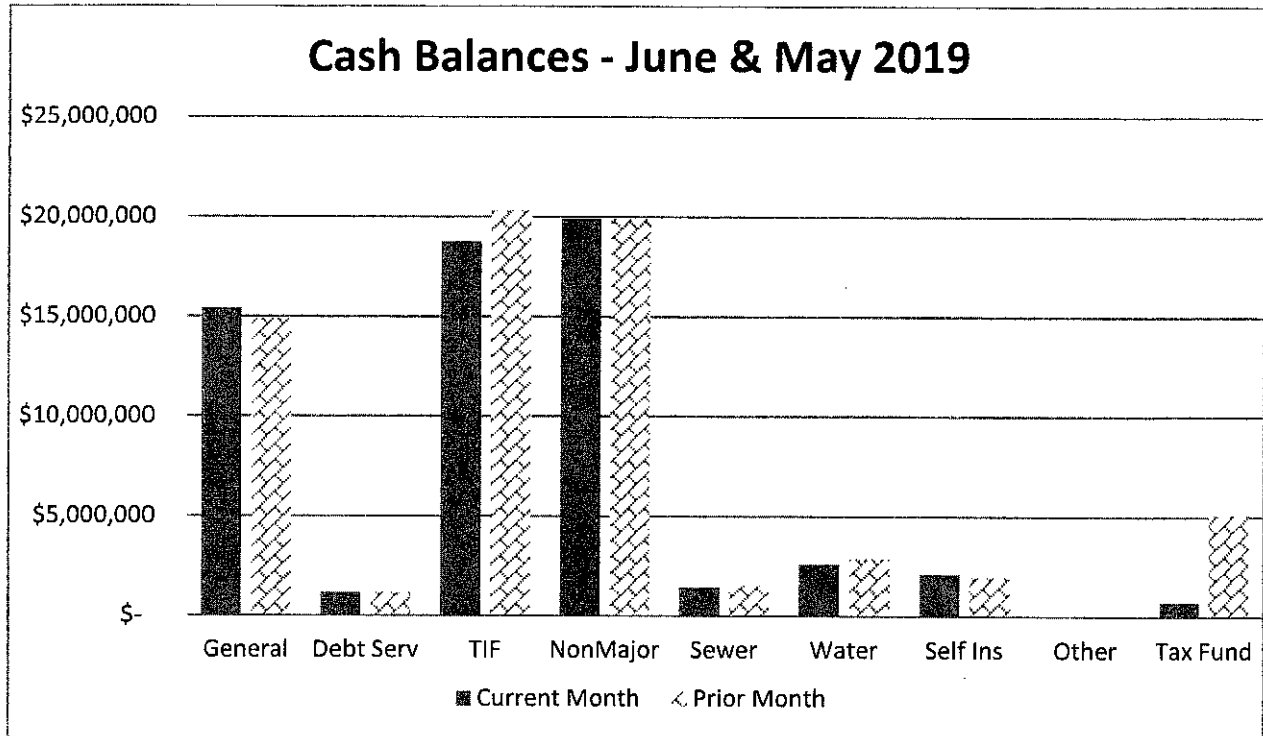
The June, 2019 financial reports for the General Fund, Debt Service Fund, TID Funds, Library Fund, Tourism Commission, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Sanitary Sewer Fund, Water Utility Fund, Self Insurance Fund, Post Employment Insurance Fund and combining statement of other Non-Major Funds are attached.

The budget allocation is completed using an average of the last five years actual spending against the Original Budget, amendments to the 2019 budget are excluded from the Year To Date budget allocation. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid the reader in understanding or explaining current year financial results.

Cash & Investments Summary – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City's Investment policy. Investment returns are secondary in the investment decisions, while return potential is not ignored.

The City borrowed \$20.1 million dollars in February. \$10.6 million was used to refund the TID 5 Note Anticipation Note sold in May 2018. \$3 million provided financing for a Developer's grant in TID 3, and \$6 million will finance project costs in TID 6.

Cash & Investments in the General Governmental Funds totaling \$55.2 million decreased \$1.0 million since last month. The payments from TID funds for infrastructure in TID5 and Grants in TID3 are the principal disbursements. The large decrease in the Tax Fund represents the final installment date collections of Property taxes.



GENERAL FUND revenues of \$19.6 million are \$0.7 million greater than budget. Tax collections are slightly faster and higher than prior years. Collection of Engineering inspection fees have generated \$244,000 more than budget (as the 2019 budget understated expected revenues). Investment income is also \$219,000 over budget related to increased interest rates.

Year to Date April's expenditures of \$12.7 million are \$160,000 less than budget. Expenditure items of note are:

- Police and Fire Personnel costs are exceeding budget, Police related to Overtime and Holiday pay, while Fire is related to holiday pay. There is no reason to believe that the end of the year will be an issue.
- The Public Works Year to date budget includes Engineering Professional fees for inspections. That was not considered when the 2019 budget was adopted. There are offsetting revenues for this \$229,000.
- The contingency expenditure represents the web site design project.

An \$6.90 million surplus is \$548,000 greater than budget. That surplus is nearly all added revenues rather than expense reductions. The tax revenue portion of the excess revenues will disappear by year's end.

DEBT SERVICE – Debt payments were made March 1 as required. The increased development activity of late has permitted more impact fee transfers than expected in the budget.

TIF Districts –

TID 3 – The 2019 increment was collected and the TID borrowed \$3 million in February to finance a Developer Grant. The first three of six buildings have received occupancy permits, and the grant was paid.

TID4 – The 2019 increment was collected and payments are being made on the Engineering contract.

TID5 – The 2019 Increment was collected. The TID borrowed \$10.6 million to make a \$10 million note payment. Developer draws continue to be paid. Total expenditures on the infrastructure are \$19.0 million.

TID6 – The TID borrowed \$6 million to finance developer project costs this summer. A second borrowing, likely in Q4, will be needed to meet commitments to the Developer. No infrastructure expenditures have been made.

LIBRARY FUND – Activity is occurring as budgeted.

TOURISM COMMISSION – Revenues will not occur until Q4, when General Fund has received the first Hotel Tax dollars. The marketing expenditures relate to the branding work.

SOLID WASTE FUND – Activity is occurring as budgeted. Tipping fees tend to run a month late.

LANDFILL SITING REVENUES – These revenues impact the four Capital Funds and the General Fund. The 2019 Budget of \$1.6 million anticipated a 72% increase over the prior year. Due to the uncertainty of that increase, several contingencies were established in the Capital fund expenditures until a clearer picture of landfill siting revenues was known. Receipts thru June 30 total \$950,249, 188% more than 2018 at this time.

CAPITAL OUTLAY FUND – tax revenues are in line with budget. Landfill siting revenue is being allocated differently than in prior years, which accounts for the reduced revenue in 2019 compared to 2018. The Police have ordered several of the planned vehicles. A \$26,000 text 2-911 project initiated in 2016 has numerous technical delays. The Fire Dept has completed the thermal imaging project. Highway has completed the Router replacement.

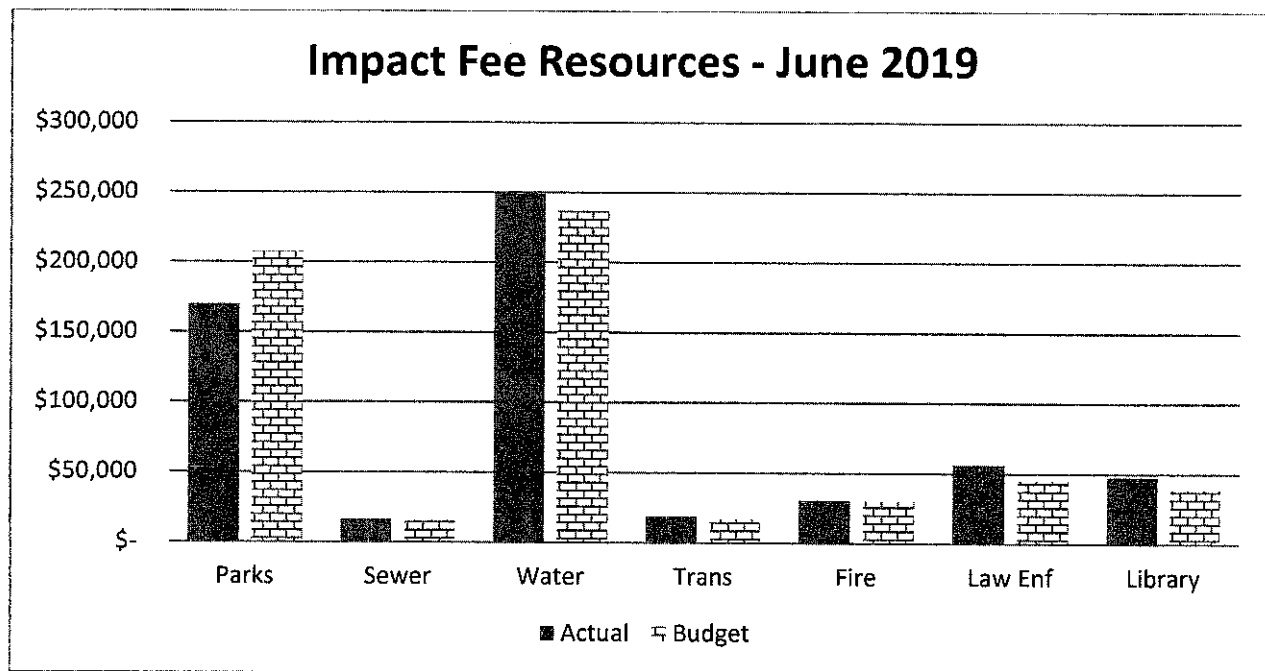
EQUIPMENT REPLACEMENT FUND – Revenues are in line with budget. The last of the 2018 projects were completed. The Fire Dept has placed the \$633,000 Purchase Order for the fire engine replacement.

STREET IMPROVEMENT FUND – State Road Aids were placed in this fund as opposed to 2018 when tax levy was placed here. Landfill siting revenue is being allocated differently than in prior years, which accounts for the reduced revenue in 2019 compared to budget. The 2019 program purchase order has been placed. Costs are expected to be less than budget.

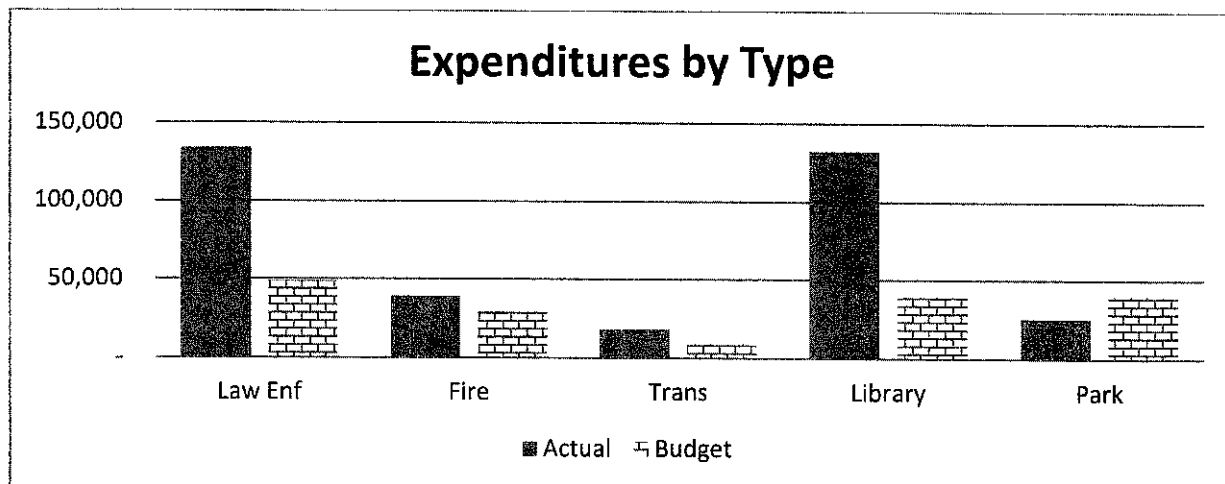
CAPITAL IMPROVEMENT FUND – Landfill siting revenue is being allocated differently than in prior years, which accounts for the reduced revenue in 2019 compared to budget. The

\$1,057,000 of Public Works expenditures represent the commitments made on the Rawson Homes storm sewer project. Some purchase commitments have been made on the City Hall HVAC & roof project.

DEVELOPMENT FUND - The large Water Impact fee was collected on the Ballpark Common's Routine Field permit.



Transfers to the Debt Service fund were made to fund debt service costs. Not all the transfers to the Debt Service Fund are needed there, so approximately \$90,000 of transfers out are being recorded in the Capital Improvement Fund.



The Park Impact fee expenditures represent a commitment for a trail to a developer. The Park Impact fee holding period ends at the end of August 2019, should qualifying park expenditures utilizing fees not occur prior to then, rebates will begin.

Water Impact fees have been held for nearly six years. Oversizing payments to developers will utilize some of the fees but not very soon. A Water tower project is in the planning stage for 2021 or later and will use all of those fees and more.

As of June, 2019, there are \$4.34 million of Park and \$1.8 million of Water Impact fees on hand. All other fee types total \$370,000.

UTILITY DEVELOPMENT FUND – A large deferred assessment was paid in January.

Sanitary Sewer Fund – Revenues are on plan, while expenditures are \$420,000 less than plan. Sewer improvements are occurring slower than expected. Operating income of \$10,800 are \$420,000 better than budget on the slower improvement expenditures.

FRANKLIN WATER UTILITY - Revenues of \$2.9 million are \$162,000 less than budget due to reduced volume in wetter conditions than normal.

Operating expenses are below budget on the reduced volume demand and administrative fees.

Operating profits of \$127,800 are nicely ahead of budget on the reduced expenses.

SELF INSURANCE FUND – Revenues of \$1.634 mil are 11% below budget, as participation in the plan decreased as a result of the revised health insurance program.

Total operating costs including Health Savings Account contributions are \$1.498 million (11% below budget).

A \$135,000 surplus thru June is on budget and better than last year. Generally, current performance of this fund is favorable.

RETIREE HEALTH FUND – Insurance results are much better than 2018. The additional participant contributions are a function of higher participant premium rates and greater participation. Medical claims are off to a much slower start than 2018, generating an insurance surplus. These results can quickly change depending upon group activity.

Investment results are more volatile in 2019 than recent years. Thru June, investment results have generated \$696,000 in gains, with total investments now exceeding \$6 million.

Caution is advised, as equity market returns can be volatile, evidenced by the sharp fourth quarter downturn in 2018.

City of Franklin
Cash & Investments Summary
June 30, 2019

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Fidelity Investments	Total	Prior Month Total
General Fund	\$ (99,682)	\$ 7,197,574	\$ 5,162,198	\$ 3,147,359	\$ -	\$ 15,407,449	\$ 14,857,168
Debt Service Funds	31,655	588,436	533,570	-	-	1,153,661	1,150,373
TIF Districts	(5,416)	15,738,212	3,031,032	-	-	18,763,829	20,314,332
Nonmajor Governmental Funds	724,160	9,971,726	9,201,230	-	-	19,897,116	19,921,427
Total Governmental Funds	650,717	33,495,949	17,928,030	3,147,359	-	55,222,054	56,243,300
Sewer Fund	4,771	1,428,961	-	-	-	1,433,732	1,539,073
Water Utility	20,253	2,171,330	415,480	-	-	2,607,063	2,889,788
Self Insurance Fund	14,821	275,799	1,814,492	-	-	2,105,112	1,966,399
Other Designated Funds	19,330	-	-	-	-	19,330	14,963
Total Other Funds	59,175	3,876,090	2,229,972	-	-	6,165,237	6,410,223
Total Pooled Cash & Investments	709,892	37,372,039	20,158,002	3,147,359	-	61,387,291	62,653,523
Retiree Health Fund	127,026	-	-	-	6,035,480	6,162,506	5,871,774
Property Tax Fund	(503,739)	1,207,798	-	-	-	704,059	5,090,935
Total Trust Funds	(376,713)	1,207,798	-	-	6,035,480	6,866,565	10,962,709
Grand Total Cash & Investments	333,179	38,579,837	20,158,002	3,147,359	6,035,480	68,253,856	73,616,231
Average Rate of Return		2.37%	1.68%	2.42%			
Maturities:							
Demand	333,179	38,579,837	20,729	3,147,359	504,752	42,585,856	48,245,218
Fixed Income & Equities	-	-	-	-	4,066,637	4,066,637	3,938,340
2019 - Q2	-	-	-	-	-	-	-
2019 - Q3	-	-	997,852	-	-	997,852	996,525
2019 - Q4	-	-	1,992,926	-	-	1,992,926	1,989,218
2020 - Q1	-	-	1,037,463	-	-	1,037,463	1,035,212
2020 - Q2	-	-	993,798	-	-	993,798	990,169
2020	-	-	4,508,051	-	173,043	4,681,094	4,671,092
2021	-	-	8,043,055	-	325,703	8,368,758	8,242,395
2022	-	-	2,564,127	-	171,639	2,735,766	2,724,305
2023	-	-	-	-	176,610	176,610	175,210
2024	-	-	-	-	204,551	204,551	202,538
2025	-	-	-	-	207,152	207,152	204,307
2026	-	-	-	-	205,392	205,392	201,703
	333,179	38,579,837	20,158,002	3,147,359	6,035,480	68,253,856	73,616,231

City of Franklin
General Fund
Comparative Statement of Revenue, Expenses and Fund Balance
For the 6 months ended June 30, 2019

Revenue	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 18,139,675	\$ 18,139,675	\$ 15,517,364	\$ 15,736,507	\$ 219,143
Other Taxes	686,800	686,800	180,617	207,589	26,972
Intergovernmental Revenue	1,736,127	1,736,127	417,948	430,743	12,795
Licenses & Permits	1,041,490	1,041,490	594,721	600,589	5,868
Law and Ordinance Violations	546,000	546,000	308,475	223,243	(85,232)
Public Charges for Services	2,056,950	2,056,950	948,385	1,172,583	224,198
Intergovernmental Charges	207,500	207,500	85,154	122,013	36,859
Investment Income	265,000	265,000	132,500	352,131	219,631
Miscellaneous Revenue	159,650	159,650	97,775	120,853	23,078
Transfers from Other Funds	1,109,250	1,139,875 A	588,674	614,125	25,451
Total Revenue	\$ 25,948,442	\$ 25,979,067	\$ 18,871,613	\$ 19,580,376 103.76%	\$ 708,763
Expenditures	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,200,440	\$ 3,239,416 A	\$ 1,728,489	\$ 1,556,344 E	\$ 172,145
Public Safety	17,784,187	17,771,999 A	8,587,410	8,653,500 E	(66,090)
Public Works	3,571,132	3,701,737 A	1,596,360	1,855,706 E	(259,346)
Health & Human Services	750,797	740,862	338,513	283,013	55,500
Culture & Recreation	182,702	184,243 A	81,786	80,576 E	1,210
Conservation and Development	640,776	738,514 A	330,625	304,449 E	26,176
Contingency & Unclassified	2,069,728	1,826,304	3,483	27,396 E	(23,913)
Anticipated Underexpenditures	(375,320)	(317,444)	(158,722)	-	(158,722)
Transfers to Other Funds	274,000	282,100	4,121	8,100	(3,979)
Encumbrances	-	-	-	(96,638)	96,638
Total Expenditures	\$ 28,098,442	\$ 28,167,731	\$ 12,512,065	\$ 12,672,446 101.28%	\$ (160,381)
Excess of revenue over (under) expenditures	(2,150,000)	(2,188,664)	6,359,548	6,907,930	\$ 548,382
Fund Balance, beginning of year	7,336,277	7,336,277		7,336,277	
Fund Balance, end of period	\$ 5,186,277	\$ 5,147,613		\$ 14,244,207	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin
General Fund
Comparative Statement of Revenue
For the 6 months ended June 30, 2019**

Revenue	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 18,139,675	\$ 18,139,675	\$ 15,517,364	\$ 15,736,507	\$ 219,143
Other Taxes:					
Cable television franchise fees	480,000	480,000	120,225	124,099	3,874
Mobile Home	23,500	23,500	11,750	10,899	(851)
Room tax	183,300	183,300	48,642	72,591	23,949
Total Other taxes	686,800	686,800	180,617	207,589	26,972
Intergovernmental Revenue:					
State shared revenue-per capita	418,900	418,900	-	-	-
Expenditure restraint revenue	160,200	160,200	-	-	-
State computer aid	228,350	228,350	-	-	-
State transportation aids	520,000	520,000	260,000	310,423	50,423
Fire insurance dues	155,000	155,000	93,000	-	(93,000)
Other grants & aid	253,677	253,677	64,948	120,320	55,372
Total Intergovernmental Revenue	1,736,127	1,736,127	417,948	430,743	12,795
Licenses & Permits:					
Licenses	162,190	162,190	141,149	151,811	10,662
Permits	879,300	879,300	453,572	448,778	(4,794)
	1,041,490	1,041,490	594,721	600,589	5,868
Law & Ordinance Violations:					
Fines, Forfeitures & Penalties	546,000	546,000	308,475	223,243	(85,232)
Public Charges for Services:					
Planning Related Fees	86,300	86,300	47,748	65,140	17,392
General Government	8,450	8,450	4,605	4,328	(277)
Architectural Board Review	5,200	5,200	2,511	2,580	69
Police & Related	8,000	8,000	2,774	10,242	7,468
Ambulance Services - ALS	1,090,000	1,090,000	527,361	456,087	(71,274)
Ambulance Services - BLS	250,000	250,000	131,868	188,383	56,515
Fire Safety Training	1,000	1,000	321	690	369
Fire Sprinkler Plan Review	50,000	50,000	22,985	50,855	27,870
Fire Inspections	23,000	23,000	11,524	8,500	(3,024)
Quarry Reimbursement	44,000	44,000	7,339	-	(7,339)
Weed Cutting	9,000	9,000	1,027	-	(1,027)
Engineering Fees	33,750	33,750	13,962	258,180	244,218
Public Works Fees	15,000	15,000	7,618	3,704	(3,914)
Weights & Measures	7,600	7,600	36	-	(36)
Landfill Operations - Siting	240,000	240,000	120,000	86,917	(33,083)
Landfill Operations - Emerald Park	67,500	67,500	19,966	30,015	10,049
Health Department	118,150	118,150	26,740	6,962	(19,778)
Total Public Charges for Services	\$ 2,056,950	\$ 2,056,950	\$ 948,385	\$ 1,172,583	\$ 224,198

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

City of Franklin
General Fund
Comparative Statement of Revenue
For the 6 months ended June 30, 2019

Revenue	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Intergovernmental Charges:					
Milwaukee County - Paramedics	\$ 126,700	\$ 126,700	\$ 48,184	\$ 75,113	\$ 26,929
School Liaison Officer	80,800	80,800	36,970	46,900	9,930
Total Intergovernmental Charges	207,500	207,500	85,154	122,013	36,859
Investment Income:					
Interest on Investments	240,000	240,000	120,000	145,710	25,710
Market Value Change on Investments	(60,000)	(60,000)	(30,000)	64,910	94,910
Interest - Tax Roll	85,000	85,000	42,500	139,447	96,947
Other Interest	-	-	-	2,064	2,064
Total Investment Income	265,000	265,000	132,500	352,131	219,631
Sale of Capital Assets	-	-	-	-	-
Miscellaneous Revenue:					
Rental of Property	50,000	50,000	27,447	24,993	(2,454)
Refunds/Reimbursements	37,000	37,000	12,630	8,046	(4,584)
Insurance Dividend	40,000	40,000	40,000	82,047	42,047
Other Revenue	32,650	32,650	17,698	5,767	(11,931)
Total Miscellaneous Revenue	159,650	159,650	97,775	120,853	23,078
Transfer from Other Funds:					
Self-Insurance Fund (75)	59,250	89,875	44,937	89,125	44,188
Water Utility-Tax Equivalent	1,050,000	1,050,000	543,737	525,000	(18,737)
Total Transfers from Other Funds	1,109,250	1,139,875	588,674	614,125	25,451
Total Revenue	\$ 25,948,442	\$ 25,979,067	\$ 18,871,613	\$ 19,580,376	\$ 708,763
				103.76%	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin
General Fund
Comparative Statement of Expenditures
For the 6 months ended June 30, 2019**

Expenditures	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government:					
Mayor & Aldermen - Labor	\$ 65,881	\$ 65,891	\$ 32,945	\$ 32,945	\$ -
Mayor & Aldermen - Non-Personnel	31,541	31,541	22,420	20,180	2,240
Municipal Court - Labor	186,933	189,878 A	95,314	93,712	1,602
Municipal Court - Non-Personnel	58,450	58,450	34,842	13,225	21,617
City Clerk Labor	319,569	313,868 A	156,934	152,387	4,547
City Clerk - Non-Personnel	27,200	27,200	13,448	12,992	456
Elections - Labor	32,525	32,358 A	19,595	13,642	5,953
Elections - Non-Personnel	10,100	10,100	6,323	5,469	854
Information Services - Labor	127,381	129,467 A	62,311	64,444	(2,133)
Information Services - Non-Personnel	392,468	441,213 A	254,728	230,205 E	24,523
Administration - Labor	311,278	317,208 A	151,916	159,650	(7,734)
Administration - Non-Personnel	133,475	138,475 A	67,428	35,060	32,368
Finance - Labor	464,090	437,740 A	209,381	205,544	3,837
Finance - Non-Personnel	122,870	122,992 A	65,496	51,640	13,856
Independent Audit	37,025	37,025	25,215	27,430 E	(2,215)
Assessor - Non-Personnel	229,550	229,550	114,733	54,866	59,867
Legal Services	348,650	348,650	173,393	149,932	23,461
Municipal Buildings - Labor	97,479	103,080 A	46,340	50,201	(3,861)
Municipal Buildings - Non-Personnel	117,015	117,780 A	51,052	55,271 E	(4,219)
Property/liability insurance	86,950	86,950	124,675	127,549	(2,874)
Total General Government	3,200,440	3,239,416	1,728,489	1,556,344	172,145
Public Safety:					
Police Department - Labor	8,887,426	8,742,288 A	4,190,498	4,288,654	(98,156)
Police Department - Non-Personnel	1,197,800	1,217,273 A	625,026	557,323 E	67,703
Fire Department - Labor	6,009,935	6,033,305 A	2,889,960	2,969,964	(80,004)
Fire Department - Non-Personnel	505,860	505,860	260,561	257,970 E	2,591
Public Fire Protection	283,300	283,300	142,059	139,914	2,145
Building Inspection - Labor	860,216	844,837 A	405,704	368,306	37,398
Building Inspection - Non-Personnel	32,050	137,536 A	67,522	63,769	3,753
Weights and Measures	7,600	7,600	6,080	7,600	(1,520)
Total Public Safety	17,784,187	17,771,999	8,587,410	8,653,500	(66,090)
Public Works:					
Engineering - Labor	612,306	611,697 A	254,052	241,679	12,373
Engineering - Non-Personnel	30,860	30,860	14,868	243,973	(229,105)
Highway - Labor	1,736,098	1,700,490	830,409	832,856	(2,447)
Highway - Non-Personnel	833,318	1,000,140 A	348,906	441,308 E	(92,402)
Street Lighting	349,500	349,500	146,515	95,842	50,673
Weed Control	9,050	9,050	1,610	48	1,562
Total Public Works	\$ 3,571,132	\$ 3,701,737	\$ 1,596,360	\$ 1,855,706	\$ (259,346)

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

City of Franklin
General Fund
Comparative Statement of Revenue, Expenses and Fund Balance
For the 6 months ended June 30, 2019

Expenditures	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Health & Human Services:					
Public Health - Labor	\$ 634,447	\$ 624,512 A	\$ 299,740	\$ 250,265	\$ 49,475
Public Health - Non-Personnel	73,250	73,250	14,473	16,765	(2,292)
Animal Control	43,100	43,100	24,300	15,983	8,317
Total Health & Human Services	750,797	740,862	338,513	283,013	55,500
Culture & Recreation:					
Senior Travel & Activities	22,000	23,450 A	10,629	10,244	385
Parks - Labor	112,477	112,568 A	50,254	53,256	(3,002)
Parks - Non-Personnel	48,225	48,225	20,903	17,076	3,827
Total Culture & Recreation	182,702	184,243	81,786	80,576	1,210
Conservation & Development:					
Planning - Labor	375,395	401,896 A	193,027	171,793	21,234
Planning - Non-Personnel	74,450	107,200 A	42,477	12,491 E	29,986
Economic Dev - Labor	103,431	106,043	50,493	62,832	(12,339)
Economic Dev - Non-Personnel	87,500	123,375 A	44,628	57,333 E	(12,705)
Total Conservation & Development	640,776	738,514	330,625	304,449	26,176
Contingency & Unclassified:					
Restricted - other	1,861,000	1,714,174	-	-	-
Unrestricted	206,228	89,630 A	-	12,000	(12,000)
Unclassified	2,500	22,500 A	3,483	15,396	(11,913)
Total Contingency & Unclassified	2,069,728	1,826,304	3,483	27,396	(23,913)
Anticipated Underexpenditures	(375,320)	(317,444) A	(158,722)	-	(158,722)
Transfers to Other Funds:					
Capital Outlay Fund	250,000	258,100 A	4,050	8,100	(4,050)
Other Funds	24,000	24,000	71	-	71
Total Transfers to Other Funds	274,000	282,100	4,121	8,100	(3,979)
Total Expenditures	\$ 28,098,442	\$ 28,167,731	\$ 12,512,065	\$ 12,769,084	\$ (257,019)
Less Encumbrances				(96,638)	
Net Expenditures				\$ 12,672,446	
% of YTD Budget				101.28%	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin
General Fund
Balance Sheet**

ASSETS	6/30/2019
Cash & Investments	\$ 15,384,376
Accounts & Taxes Receivable	2,398,791
Due from/Advances to Other Funds	176,002
Due from Other Governments	112,348
Prepaid Expenditures & Inventories	41,359
Total Assets	\$ 18,112,876
LIABILITIES	
Accounts Payable	\$ 344,734
Accrued Liabilities	837,346
Due to Other Funds & Governments	168,903
Special Deposits	65,440
Unearned Revenue	2,452,246
Total Liabilities	3,868,669
FUND BALANCES	
Nonspendable - Inventories, Prepaids, Advances, Assigned	217,361
Unassigned	14,026,846
Total Fund Balances	14,244,207
Total Liabilities & Fund Balances	\$ 18,112,876

**City of Franklin
Debt Service Funds
Balance Sheet
June 30, 2019 and 2018**

	2019 Special Assessment	2019 Debt Service	2019 Total	2018 Special Assessment	2018 Debt Service	2018 Total
Assets						
Cash and investments	\$ 734,270	\$ 419,391	\$ 1,153,661	\$ 630,976	\$ 60,909	\$ 691,885
Special assessment receivable	58,474	-	58,474	89,463	-	89,463
Total Assets	\$ 792,744	\$ 419,391	\$ 1,212,135	\$ 720,439	\$ 60,909	\$ 781,348
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 58,474	\$ -	\$ 58,474	\$ 89,463	\$ -	\$ 89,463
Unassigned fund balance	734,270	419,391	1,153,661	630,976	60,909	691,885
Total Liabilities and Fund Balance	\$ 792,744	\$ 419,391	\$ 1,212,135	\$ 720,439	\$ 60,909	\$ 781,348

**Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2019 and 2018**

	2019 Special Assessment	2019 Debt Service	2019 Year-to-Date Actual	2019 Amended Budget	2018 Special Assessment	2018 Debt Service	2018 Year-to-Date Actual
Revenue							
Property Taxes	\$ -	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$ -	\$ 1,300,000	\$ 1,300,000
Special Assessments	5,729	-	5,729	-	6,686	-	6,686
Investment Income	14,207	7,643	21,850	-	339	2,481	2,820
GO Debt Issuance	-	-	-	-	-	-	-
Total Revenue	19,936	1,307,643	1,327,579	1,300,000	7,025	1,302,481	1,309,506
Expenditures:							
Debt Service:							
Principal	-	1,405,000	1,405,000	1,405,000	-	1,339,008	1,339,008
Interest	-	74,256	74,256	134,138	-	65,634	65,634
Bank Fees	-	800	800	1,050	-	-	-
Total expenditures	-	1,480,056	1,480,056	1,540,188	-	1,404,642	1,404,642
Transfers in	-	323,419	323,419	240,188	-	111,999	111,999
Transfers out	-	-	-	-	(60,000)	-	(60,000)
Net change in fund balances	19,936	151,006	170,942	-	(52,975)	9,838	(43,137)
Fund balance, beginning of year	714,334	268,385	982,719	982,719	683,951	51,071	735,022
Fund balance, end of period	\$ 734,270	\$ 419,391	\$ 1,153,661	\$ 982,719	\$ 630,976	\$ 60,909	\$ 691,885

**City of Franklin
Consolidating TID Funds
Balance Sheet
June 30, 20189**

	<u>TID 3</u>	<u>TID 4</u>	<u>TID 5</u>	<u>TID 6</u>	<u>Total</u>
<u>Assets</u>					
Cash & investments	\$ 3,645,511	\$ 4,249,155	\$ 4,339,140	\$ 6,537,042	\$ 18,770,848
Total Assets	<u>\$ 3,645,511</u>	<u>\$ 4,249,155</u>	<u>\$ 4,339,140</u>	<u>\$ 6,537,042</u>	<u>\$ 18,770,848</u>
<u>Liabilities and Fund Balance</u>					
Accounts payable	\$ 833,343	\$ 4,661	\$ 9,109	\$ 670	\$ 847,783
Accrued liabilities	865,135	-	-	-	865,135
Due to other funds	-	-	-	-	-
Advances from other funds	-	-	-	13,000	13,000
Total Liabilities	<u>1,698,478</u>	<u>4,661</u>	<u>9,109</u>	<u>13,670</u>	<u>1,725,918</u>
Assigned fund balance	<u>1,947,033</u>	<u>4,244,494</u>	<u>4,330,031</u>	<u>6,523,372</u>	<u>17,044,930</u>
Total Liabilities and Fund Balance	<u>\$ 3,645,511</u>	<u>\$ 4,249,155</u>	<u>\$ 4,339,140</u>	<u>\$ 6,537,042</u>	<u>\$ 18,770,848</u>

**Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2019**

	<u>TID 3</u>	<u>TID 4</u>	<u>TID 5</u>	<u>TID 6</u>	<u>Total</u>
<u>Revenue</u>					
General property tax levy	\$ 1,114,683	\$ 1,011,224	\$ 30,951	\$ -	\$ 2,156,858
Payment in lieu of taxes	-	121,759	-	-	121,759
State exempt aid	6,293	4,827	123	-	11,243
Investment income	75,717	76,147	76,865	12,995	241,724
Bond proceeds	<u>3,001,886</u>	<u>-</u>	<u>10,600,102</u>	<u>6,638,320</u>	<u>20,240,308</u>
Total revenue	<u>4,198,579</u>	<u>1,213,957</u>	<u>10,708,041</u>	<u>6,651,315</u>	<u>22,771,892</u>
<u>Expenditures</u>					
Debt service interest & fees	\$ 16,201	\$ -	\$ 10,428,009	\$ 109,100	\$ 10,553,310
Administrative expenses	96,878	22,167	22,478	2,983	144,506
Professional services	-	137,149	100,627	3,672	241,448
Capital outlays	-	714,802	4,565,517	-	5,280,319
Development incentive & obligation payment	2,791,990	-	-	-	2,791,990
Encumbrances	<u>-</u>	<u>(813,196)</u>	<u>(53,106)</u>	<u>(1,156)</u>	<u>(867,458)</u>
Total expenditures	<u>2,905,069</u>	<u>60,922</u>	<u>15,063,525</u>	<u>114,599</u>	<u>18,144,115</u>
Revenue over (under) expenditures	<u>1,293,510</u>	<u>1,153,035</u>	<u>(4,355,484)</u>	<u>6,536,716</u>	<u>4,627,777</u>
Fund balance, beginning of year	<u>653,523</u>	<u>3,091,459</u>	<u>8,685,515</u>	<u>(13,344)</u>	<u>12,417,153</u>
Fund balance, end of period	<u>\$ 1,947,033</u>	<u>\$ 4,244,494</u>	<u>\$ 4,330,031</u>	<u>\$ 6,523,372</u>	<u>\$ 17,044,930</u>

City of Franklin
Tax Increment Financing District #3
Balance Sheet
June 30, 2019 and 2018

Assets	2019	2018
Cash & investments	\$ 3,645,511	\$ 1,492,914
Total Assets	<u>\$ 3,645,511</u>	<u>\$ 1,492,914</u>
Liabilities and Fund Balance		
Accounts payable	\$ 833,343	\$ -
Accrued liabilities	865,135	1,323,600
Total Liabilities	<u>1,698,478</u>	<u>1,323,600</u>
Assigned fund balance	1,947,033	169,314
Total Liabilities and Fund Balance	<u>\$ 3,645,511</u>	<u>\$ 1,492,914</u>

Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
General property tax levy	\$ 1,180,900	\$ 1,180,900	\$ 1,180,900	\$ 1,114,683	\$ 1,381,191
State exempt aid	479,831	479,831	3,150	6,293	-
Investment income	25,000	25,000	15,209	75,717	12,985
Bond proceeds	3,500,000	3,500,000	3,500,000	3,001,886	-
Total revenue	<u>5,185,731</u>	<u>5,185,731</u>	<u>4,699,259</u>	<u>4,198,579</u>	<u>1,394,176</u>
Expenditures					
Debt service principal	-	-	-	-	985,000
Debt service interest & fees	111,500	111,500	80,750	16,201	15,084
Administrative expenses	113,350	213,350	56,659	96,878	29,583
Interfund interest	-	-	-	-	74
Capital outlays	-	984,323	-	-	998
Development incentive & obligation payments	4,589,265	4,589,265	2,294,633	2,791,990	109,000
Total expenditures	<u>4,814,115</u>	<u>5,898,438</u>	<u>2,432,042</u>	<u>2,905,069</u>	<u>1,139,739</u>
Revenue over (under) expenditures	371,616	(712,707)	<u>\$ 2,267,217</u>	1,293,510	254,437
Fund balance, beginning of year	653,523	653,523		653,523	(85,123)
Fund balance, end of period	<u>\$ 1,025,139</u>	<u>\$ (59,184)</u>		<u>\$ 1,947,033</u>	<u>\$ 169,314</u>

City of Franklin
Tax Increment Financing District #4
Balance Sheet
June 30, 2019 and 2018

<u>Assets</u>	2019	2018
Cash & investments	\$ 4,249,155	\$ 3,593,596
Total Assets	<u>\$ 4,249,155</u>	<u>\$ 3,593,596</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 4,661	\$ -
Total Liabilities	<u>4,661</u>	<u>-</u>
Assigned fund balance	4,244,494	3,593,596
Total Liabilities and Fund Balance	<u>\$ 4,249,155</u>	<u>\$ 3,593,596</u>

Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
General property tax levy	\$ 1,023,600	\$ 1,023,600	\$ 1,023,600	\$ 1,011,224	\$ 1,059,413
Payment in Lieu of Taxes	132,800	132,800	132,800	121,759	132,871
State exempt aid	19,700	19,700	2,400	4,827	-
Investment income	20,000	20,000	10,000	76,147	14,494
Bond proceeds	5,000,000	5,000,000	-	-	-
Total revenue	<u>6,196,100</u>	<u>6,196,100</u>	<u>1,168,800</u>	<u>1,213,957</u>	<u>1,206,778</u>
Expenditures					
Debt service interest & fees	188,750	188,750	56,875	-	-
Administrative expenses	10,350	10,350	5,175	22,167	3,914
Professional services	29,500	161,724	14,750	137,149	66,460
Capital outlay	8,000,000	8,714,802	4,000,000	714,802	1,201,850
Encumbrances	-	-	-	(813,196)	(1,253,043)
Total expenditures	<u>8,228,600</u>	<u>9,075,626</u>	<u>4,076,800</u>	<u>60,922</u>	<u>19,181</u>
Revenue over (under) expenditures	(2,032,500)	(2,879,526)	<u>\$ (2,908,000)</u>	1,153,035	1,187,597
Fund balance, beginning of year	<u>3,091,459</u>	<u>3,091,459</u>	1,358,933	<u>3,091,459</u>	<u>2,405,999</u>
Fund balance, end of period	<u>\$ 1,058,959</u>	<u>\$ 211,933</u>		<u>\$ 4,244,494</u>	<u>\$ 3,593,596</u>

City of Franklin
Tax Increment Financing District #5
Balance Sheet
June 30, 2019 and 2018

Assets

Cash & investments	2019 \$ 4,339,140	2018 \$ 18,728,016
Total Assets	<u>\$ 4,339,140</u>	<u>\$ 18,728,016</u>

Liabilities and Fund Balance

Accounts payable	\$ 9,109	\$ 2,855
Due to other funds	-	29,695
Interfund advance from Development Fund	-	75,000
Total Liabilities	<u>9,109</u>	<u>107,550</u>
Assigned fund balance	4,330,031	18,620,466
Total Liabilities and Fund Balance	<u>\$ 4,339,140</u>	<u>\$ 18,728,016</u>

Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
General property tax levy	\$ 31,500	\$ 31,500	\$ 15,750	\$ 30,951	\$ 30,500
State exempt aid	400	400	200	123	-
Investment income	25,000	25,000	12,500	76,865	24,012
Bond proceeds	10,000,000	10,000,000	5,000,000	10,600,102	23,415,111
Total revenue	<u>10,056,900</u>	<u>10,056,900</u>	<u>5,028,450</u>	<u>10,708,041</u>	<u>23,469,623</u>
Expenditures					
Debt service interest & fees	10,875,810	10,875,810	10,391,030	10,428,009	110,143
Administrative expenses	20,700	20,700	60,350	22,478	22,560
Professional services	10,000	124,279	62,140	100,627	62,473
Capital outlay	-	4,000,000	2,000,000	4,565,517	2,645,136
Development incentive & obligation payments	4,000,000	4,000,000	2,000,000	-	1,937,250
Encumbrances	-	-	-	(53,106)	(27,279)
Total expenditures	<u>14,906,510</u>	<u>19,020,789</u>	<u>14,513,520</u>	<u>15,063,525</u>	<u>4,750,283</u>
Revenue over (under) expenditures	(4,849,610)	(8,963,889)	<u>\$ (9,485,070)</u>	(4,355,484)	18,719,340
Fund balance, beginning of year	<u>8,685,515</u>	<u>8,685,515</u>		<u>8,685,515</u>	<u>(98,874)</u>
Fund balance, end of period	<u>\$ 3,835,905</u>	<u>\$ (278,374)</u>		<u>\$ 4,330,031</u>	<u>\$ 18,620,466</u>

City of Franklin
Ballpark Commons
Thru June 2019 Draw

Dev Agreement	Date Paid	Streets	Storm Sewer	Parking Lot	County Methane	MMSD Main Movement	Topsoil Replacement	Berms	Water	Sanitary Sewer	Trail	Sound & Light	Contingency	Total
Budget		5,157,399	2,564,027	1,930,196	3,887,300	458,000	2,602,500	920,000	1,011,124	782,266	145,000	100,000	2,933,672	22,491,484
Draw # 8			897,491											
Change			457,818						428,197	25,973			(897,491)	-
Draw # 9			693,517				152,516		86,337	136,960			(911,988)	-
Draw # 10									48,680	259,521			(1,069,330)	-
Draw # 13		(699,400)	391,199							140,710				-
Draw # 14		(165,453)	16,263				8,481		57,377	26,531				-
Draw # 15		(451,929)	164,110				203,912		254,505					-
Draw # 16 -	May-19		269,519	(530,323)			6,299							-
			21,500											-
Draw # 17		(205,655)	5,427	(6,285)			16,121		189,252	1,140			(21,500)	(0)
Revised Budget		3,634,962	5,480,870	1,393,587	3,887,300	458,000	2,989,828	920,000	2,075,473	1,373,100	145,000	100,000	33,363	22,491,484
Draw's														
2018 Total		1,617,607	4,201,794	608,567	2,645,529	184,865	2,566,201	247,441	1,397,720	876,912	31,610	49,238	3,285	14,410,769
Draw 11		67,942	147,607	129,144	115,553	3,554	26,460	35,055	294,394	384,347				1,204,055
Draw 12		60,185	428,176	55,904	12,215		191,508	26,465	161,125	111,320				1,046,899
Draw 13		118,699	356,931	15,990	31,758	10,831	44,435		(85,877)	236,790				729,556
Draw 14	4/19/2019	115,240	16,263	2,765	42,544	6,325	8,481		38,226	128,712				358,556
Draw 15	5/14/2019	53,198	148,929	4,729	39,535	5,581	187,633	-	100,991	24,886				565,482
Draw # 16	6/6/2019	32,471	244,266	85,996	22,246	920	5,709		230,742			38,375		660,725
Total 2019		447,734	1,342,172	294,528	263,850	27,211	464,225	61,520	739,602	886,056		38,375	-	4,565,272
Total		2,065,341	5,543,967	903,095	2,909,380	192,076	3,030,426	308,961	2,137,321	1,762,968	31,610	87,613	3,285	18,976,041
Remaining Budget		1,569,620	(63,097)	490,493	977,920	265,924	(40,597)	611,039	(61,848)	(389,867)	113,390	12,387	30,078	3,515,443

City of Franklin
Tax Increment Financing District #6
Balance Sheet
June 30, 2019 and 2018

<u>Assets</u>	2019	2018
Cash & investments	\$ 6,537,042	\$ -
Total Assets	<u>\$ 6,537,042</u>	<u>\$ -</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 670	\$ -
Advances from other funds	13,000	-
Total Liabilities	<u>13,670</u>	<u>-</u>
Assigned fund balance	6,523,372	-
Total Liabilities and Fund Balance	<u>\$ 6,537,042</u>	<u>\$ -</u>

Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
Investment income	\$ -	\$ 132,300	\$ 69,000	\$ 12,995	\$ -
Bond proceeds	-	9,837,382	6,137,000	6,638,320	-
Total revenue	<u>-</u>	<u>9,969,682</u>	<u>6,206,000</u>	<u>6,651,315</u>	<u>-</u>
Expenditures					
Debt service interest & fees	\$ -	\$ 195,375	\$ 52,000	\$ 109,100	\$ -
Administrative expenses	-	8,550	1,800	2,983	-
Professional services	-	26,156	-	3,672	-
Capital outlay	-	9,000,000	3,300,000	-	-
Encumbrances	-	-	-	(1,156)	-
Total expenditures	<u>-</u>	<u>9,230,081</u>	<u>3,353,800</u>	<u>114,599</u>	<u>-</u>
Revenue over (under) expenditures	-	739,601	<u>\$ 2,852,200</u>	6,536,716	-
Fund balance, beginning of year	<u>(13,344)</u>	<u>(13,344)</u>		<u>(13,344)</u>	<u>-</u>
Fund balance, end of period	<u>\$ (13,344)</u>	<u>\$ 726,257</u>		<u>\$ 6,523,372</u>	<u>\$ -</u>

**City of Franklin
Library Fund
Balance Sheet
June 30, 2019 and 2018**

Assets	Operating		Restricted	
	2019	2018	2019	2018
Cash and investments	\$ 1,206,112	\$ 1,130,575	\$ 154,472	\$ 149,482
Total Assets	\$ 1,206,112	\$ 1,130,575	\$ 154,472	\$ 149,482
Liabilities and Fund Balance				
Accounts payable	\$ 17,251	\$ 13,266	\$ 2,533	\$ (708)
Accrued salaries & wages	26,067	22,352	-	-
Assigned fund balance	1,162,794	1,094,957	151,939	150,190
Total Liabilities and Fund Balance	\$ 1,206,112	\$ 1,130,575	\$ 154,472	\$ 149,482

**Statement of Revenue, Expenses and Fund Balance - Operating Fund
For the Six months ended June 30, 2019 and 2018**

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
Property taxes	\$ 1,312,700	\$ 1,312,700	\$ 1,312,700	\$ 1,312,700	\$ 1,303,200
Reciprocal borrowing (restricted)	68,000	68,000	91	671	458
Investment income	8,500	8,500	4,250	18,037	6,383
Transfers in	-	8,100	-	8,100	-
Total Revenue	1,389,200	1,397,300	1,317,041	1,339,508	1,310,041
Expenditures:					
Salaries and benefits	955,268	963,368	458,309	444,397	433,259
Contractual services	12,750	12,750	10,268	9,593	11,371
Supplies	28,900	28,900	13,514	19,715	17,323
Services and charges	63,328	63,328	48,169	48,085	52,729
Contingency	-	6,240	-	6,240	-
Facility charges	230,850	230,850	103,885	98,255	102,980
Capital outlay	91,020	91,020	43,394	46,338	47,722
Capital outlay (restricted)	-	-	-	-	-
Encumbrances	-	-	-	(6,240)	-
Total Library Costs	1,382,116	1,396,456	677,539	666,383	665,384
Total expenditures	1,382,116	1,396,456	677,539	666,383	665,384
Revenue over (under) expenditures	7,084	844	639,502	673,125	644,657
Fund balance, beginning of year	489,669	489,669		489,669	450,300
Fund balance, end of period	\$ 496,753	\$ 490,513		\$ 1,162,794	\$ 1,094,957

**City of Franklin
Tourism Commission
Balance Sheet
June 30, 2019 and 2018**

<u>Assets</u>	2019	2018
Cash and investments	\$ 345,567	\$ 213,300
Total Assets	\$ 345,567	\$ 213,300
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 1,000	\$ -
Assigned fund balance	344,567	213,300
Total Liabilities and Fund Balance	\$ 345,567	\$ 213,300

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Twelve months ended December 31, 2017 (Unaudited) and 2016**

	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual *	2018 Year-to-Date Actual
Revenue:					
Room Taxes	\$ 226,000	\$ 226,000	\$ -	\$ 437	\$ 179
Investment Income	-	-	-	3,744	1,329
Total revenue	226,000	226,000	-	4,181	1,508
Expenditures:					
Sundry Contractors	10,000	10,000	5,000	-	-
Supplies	50,000	50,000	25,000	-	-
Training & Memberships	7,500	7,500	3,750	439	-
Tourism Events	50,000	50,000	25,000	154	-
Marketing	50,000	86,937	25,000	37,938	-
Encumbrances	-	-	-	(3,848)	-
Total expenditures	167,500	204,437	83,750	34,683	-
Revenue over (under) expenditures	58,500	21,563	(83,750)	(30,502)	1,508
Fund balance, beginning of year	376,069	376,069		376,069	211,792
Fund balance, end of period	\$ 434,569	\$ 397,632		\$ 345,567	\$ 213,300

* Amount shown is actual expenditures plus encumbrance

**City of Franklin
Solid Waste Collection Fund
Balance Sheet
June 30, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 1,252,276	\$ 1,206,542
Accrued Receivables	242	170
Total Assets	<u>\$ 1,252,518</u>	<u>\$ 1,206,712</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 139,867	\$ -
Accrued salaries & wages	458	430
Restricted fund balance	1,112,193	1,206,282
Total Liabilities and Fund Balance	<u>\$ 1,252,518</u>	<u>\$ 1,206,712</u>

**Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2019 and 2018**

	<u>2019 Adopted Budget</u>	<u>2019 YTD Budget</u>	<u>2019 Year-to-Date Actual</u>	<u>2018 Year-to-Date Actual</u>
Revenue				
Grants	\$ 69,000	69,000	\$ 68,858	\$ 68,984
User Fees	1,220,400	1,219,580	1,214,694	1,211,200
Landfill Operations-tippage	361,800	138,781	143,091	140,059
Investment Income	9,500	5,677	19,621	6,311
Sale of Recyclables	-	-	-	610
Total Revenue	<u>1,660,700</u>	<u>1,433,038</u>	<u>1,446,264</u>	<u>1,427,164</u>
Expenditures:				
Personal Services	16,931	7,939	6,573	6,755
Refuse Collection	713,750	344,408	355,552	288,843
Recycling Collection	380,720	183,691	197,078	159,372
Leaf & Brush Pickups	63,800	31,900	20,000	20,000
Tippage Fees	469,000	234,500	184,620	138,739
Miscellaneous	3,500	1,750	995	850
Printing	1,800	900	-	-
Total expenditures	<u>1,649,501</u>	<u>805,088</u>	<u>764,818</u>	<u>614,559</u>
Revenue over (under) expenditures	11,199	<u>627,950</u>	681,446	812,605
Fund balance, beginning of year	<u>430,747</u>		<u>430,747</u>	<u>393,677</u>
Fund balance, end of period	<u>\$ 441,946</u>		<u>\$ 1,112,193</u>	<u>\$ 1,206,282</u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
June 30, 2019 and 2018**

<u>Assets</u>	2019	2018
Cash and investments	\$ 695,007	\$ 620,796
Accrued Receivables	1,818	-
Total Assets	\$ 696,825	\$ 620,796
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 29,607	\$ 29,295
Assigned fund balance	667,218	591,501
Total Liabilities and Fund Balance	\$ 696,825	\$ 620,796

**Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2019 and 2018**

Revenue	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Property Taxes	\$ 452,800	\$ 452,800	\$ 452,800	\$ 452,800	\$ 450,500
Grants	5,000	5,000	2,500	1,606	396
Landfill Siting	317,000	317,000	207,792	199,550	76,000
Investment Income	6,000	6,000	3,000	11,470	2,665
Miscellaneous Revenue	25,000	25,000	11,424	4,839	18,693
Transfers from Other Funds	250,000	250,000	125,000	-	101,000
Total Revenue	1,055,800	1,055,800	802,516	670,265	649,254
Expenditures:					
General Government	158,610	234,648	63,271	64,776	77,799
Public Safety	473,795	576,235	325,186	382,589	417,280
Public Works	34,020	42,020	17,451	27,117	31,428
Health and Human Services	1,020	1,020	510	54	-
Culture and Recreation	9,000	11,866	4,500	2,866	9,828
Conservation and Development	1,500	2,010	750	503	-
Contingency	50,000	34,190	34,190	-	-
Contingency - Pending Additional Consideration	100,000	100,000	32,905	-	-
Contingency - Restricted	250,000	250,000	-	-	-
Encumbrances	-	-	-	(49,815)	(125,542)
Transfers to Other Funds	-	-	-	-	-
Total expenditures	1,077,945	1,251,989	478,763	428,090	410,793
Revenue over (under) expenditures	(22,145)	(196,189)	323,753	242,175	238,461
Fund balance, beginning of year	425,043	425,043		425,043	353,040
Fund balance, end of period	\$ 402,898	\$ 228,854		\$ 667,218	\$ 591,501

A Portion of Municipal Building, Police, Highway & Parks appropriations are contingent upon Landfill Siting revenue growth

**City of Franklin
Equipment Replacement Fund
Balance Sheet
June 30, 2019 and 2018**

<u>Assets</u>	2019	2018
Cash and investments	\$ 3,089,451	\$ 2,732,803
Total Assets	\$ 3,089,451	\$ 2,732,803
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Assigned fund balance	3,089,451	2,732,803
Total Liabilities and Fund Balance	\$ 3,089,451	\$ 2,732,803

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2019 and 2018**

	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue:					
Property Taxes	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 350,000
Landfill	376,700	376,700	237,826	228,060	103,300
Investment Income	29,000	29,000	14,500	60,400	(481)
Property Sales	30,000	30,000	11,100	727	7,738
Total revenue	610,700	610,700	438,426	464,187	460,557
Expenditures:					
Public Safety	1,006,670	1,006,670	771,660	633,395	43,569
Public Works	190,000	210,431	86,237	20,431	249,610
Encumbrances	-	-	-	(633,395)	(253,610)
Total expenditures	1,196,670	1,217,101	857,897	20,431	39,569
Revenue over (under) expenditures	(585,970)	(606,401)	(419,471)	443,756	420,988
Fund balance, beginning of year	2,645,695	2,645,695		2,645,695	2,311,815
Fund balance, end of period	\$ 2,059,725	\$ 2,039,294		\$ 3,089,451	\$ 2,732,803

**City of Franklin
Street Improvement Fund
Balance Sheet
June 30, 2019 and 2018**

<u>Assets</u>	2019	2018
Cash and investments	\$ 774,520	\$ 1,055,380
Total Assets	\$ 774,520	\$ 1,055,380
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 13,068	\$ 11,268
Assigned fund balance	761,452	1,044,112
Total Liabilities and Fund Balance	\$ 774,520	\$ 1,055,380

**Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2019 and 2018**

	2019 Original Budget	2019 Year-to-Date Totals	2018 Year-to-Date Totals
Revenue:			
Property Taxes	\$ 18,200	\$ 18,200	\$ 714,700
Landfill Siting	133,000	85,530	60,100
Investment Income	4,000	8,707	4,661
Local Road Improvement Aids	700,000	300,000	-
Refunds and Reimbursements	-	-	-
Total revenue	855,200	412,437	779,461
Expenditures:			
Street Reconstruction Program - Current Year	975,000	954,503	862,915
Encumbrances	-	(904,130)	(841,300)
Total expenditures	975,000	50,373	21,615
Revenue over (under) expenditures	(119,800)	362,064	757,846
Fund balance, beginning of year	399,388	399,388	286,266
Fund balance, end of period	\$ 279,588	\$ 761,452	\$ 1,044,112

**City of Franklin
Capital Improvement Fund
Balance Sheet
June 30, 2019 and 2018**

<u>Assets</u>	2019	2018
Cash and investments	\$ 3,473,365	\$ 3,417,944
Accrued receivables	8,949	847
Total Assets	\$ 3,482,314	\$ 3,418,791
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 37,411	\$ 259
Escrow Balances Due	-	78,915
Assigned fund balance	3,444,903	3,339,617
Total Liabilities and Fund Balance	\$ 3,482,314	\$ 3,418,791

**Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2019 and 2018**

	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Totals	2018 Year-to-Date Totals
Revenue:				
Block Grants	\$ -	\$ -	\$ -	\$ -
Other Grants	1,150,000	1,150,000	-	-
Landfill Siting	560,000	560,000	350,192	54,450
Transfers from Impact Fees	384,511	384,511	-	-
Transfers from Connection Fees	1,000,000	1,000,000	-	-
Bond Proceeds	2,100,000	2,750,000	-	-
Donations	-	-	-	11,085
Investment Income	20,000	20,000	60,599	9,796
Total revenue	5,214,511	5,864,511	410,791	75,331
Expenditures:				
General Government	1,815,000	1,822,940	174,537	259
Public Safety	1,665,000	1,707,696	81,725	106,038
Public Works	2,550,000	3,340,565	1,057,572	559,406
Culture and Recreation	843,109	846,434	3,693	344,387
Sewer & Water	1,000,000	1,000,000	-	-
Contingency	100,000	99,984	10,183	3,084
Bond/Note Issuance Cost	75,000	75,000	-	-
Transfers to Other Funds	-	-	-	101,000
Encumbrances	-	-	(1,038,450)	(582,967)
Total expenditures	8,048,109	8,892,619	289,260	531,207
Revenue over (under) expenditures	(2,833,598)	(3,028,108)	121,531	(455,876)
Fund balance, beginning of year	3,323,372	3,323,372	3,323,372	3,795,493
Fund balance, end of period	\$ 489,774	\$ 295,264	\$ 3,444,903	\$ 3,339,617

**City of Franklin
Development Fund
Balance Sheet
June 30, 2019 and 2018**

<u>Assets</u>	2019	2018
Cash and investments	\$ 6,619,854	\$ 4,747,755
Total Assets	\$ 6,619,854	\$ 4,747,755
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 877	\$ -
Payable to Developers- Oversizing	103,934	59,799
Assigned fund balance	6,515,043	4,687,956
Total Fund Balance	6,515,043	4,687,956
Total Liabilities and Fund Balance	\$ 6,619,854	\$ 4,747,755

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2019 and 2018**

	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue:				
Impact Fee: Parks	\$ 400,000	\$ 207,372	\$ 169,737	\$ 199,347
Southwest Sewer Service Area	35,000	15,556	16,230	-
Administration	7,500	4,499	3,740	4,785
Water	425,000	236,809	249,013	212,699
Transportation	25,000	16,866	18,656	11,796
Fire Protection	50,000	30,051	30,360	30,897
Law Enforcement	75,000	45,009	56,167	56,721
Library	75,000	38,641	47,511	55,201
Total Impact Fees	1,092,500	594,803	591,414	571,446
Investment Income	60,000	30,000	111,700	1,936
Interfund Interest Income	-	-	-	74
Total revenue	1,152,500	624,803	703,114	573,456
Expenditures:				
Other Professional Services	35,253	10,000	15,253	3,321
Transfer to Debt Service:				
Law Enforcement	205,000	48,634	133,800	15,972
Fire	43,100	29,234	39,333	6,440
Transportation	73,250	8,979	18,000	12,216
Library	133,100	39,863	132,286	17,371
Total Transfers to Debt Service	454,450	126,710	323,419	51,999
Transfer to Capital Improvement Fund:				
Park	384,511	40,106	25,285	-
Total Transfers to Capital Improve	384,511	40,106	25,285	-
Sewer Fees	500,000	-	-	-
Water Fees	500,000	166,667	226,590	-
Encumbrances	-	-	(262,280)	(3,321)
Total expenditures	1,874,214	343,483	328,267	51,999
Revenue over (under) expenditures	(721,714)	281,320	374,847	521,457
Fund balance, beginning of year	4,058,562		6,140,196	4,166,499
Fund balance, end of period	\$ 3,336,848		\$ 6,515,043	\$ 4,687,956

Development Fund

Summary of Impact Fee Activity
For the six months ended June 30, 2019

Cash Acct	4292	4293	4294	4295	4296	4297	4299	Net Cash Balance
Revenue Acct								
Expenditure Acct								
	Parks Recreation	SW Sewer	Admin Fee *	Water	Transportation	Fire Protection	Law Enforcement	Library
Beginning Bal, 01/01/19	4,098,570.98	39,277.12	90,530.02	1,522,882.55	23,732.20	94,469.10	129,589.07	141,145.03
1st Quarter								
Impact Fees	56,316.00	8,415.00	990.00	155,958.00	5,721.00	9,831.00	18,182.00	15,945.00
Expenditures			(2,745.50)	²	(18,000.00)	(39,333.13)	(133,800.00)	(132,286.26)
			88,774.52	1,678,840.55	11,453.20	64,966.97	13,971.07	24,803.77
subtotal	4,154,886.98	47,692.12						
Transfers								
Investment Income	35,883.44	378.11	779.56	13,920.09	152.98	693.18	624.15	721.49
Ending balance 3/31/2019	4,190,770.42	48,070.23	89,554.08	1,692,760.64	11,606.18	65,660.15	14,595.22	25,525.26
2nd Quarter								
Impact Fees	113,421.00	7,815.00	2,750.00	93,055.00	12,935.00	20,529.00	37,985.00	31,566.00
Expenditures			(2,102.50)					
			90,201.58	1,785,815.64	24,541.18	86,189.15	52,580.22	57,091.26
subtotal	4,304,191.42	55,885.23						
Transfers								
Investment Income	39,030.07	506.76	817.94	16,193.64	222.54	781.56	476.79	517.70
Ending balance 6/30/2019	4,343,221.49	56,391.99	91,019.52	1,802,009.28	24,763.72	86,970.71	53,057.01	57,608.96
2019 Impact Fees	169,737.00	16,230.00	3,740.00	249,013.00	18,656.00	30,360.00	56,167.00	47,511.00
2018 Impact Fees	869,037.00	4,689.00	20,625.00	938,441.00	55,533.10	136,409.82	250,076.12	243,988.00
2017 Impact Fees	66,591.00	0.00	2,695.00	122,539.00	19,218.00	17,970.00	33,017.00	19,383.00
2016 Impact Fees	209,983.00	0.00	4,950.00	210,581.00	8,570.00	30,198.00	56,096.00	57,725.00
2015 Impact Fees	137,670.00	2,928.00	3,630.00	133,352.00	20,533.00	27,116.00	50,222.00	38,526.00
2014 Impact Fees	184,592.00	17,568.00	5,830.00	235,415.00	51,436.00	48,134.00	88,431.00	51,821.00
2013 Impact Fees	317,206.00	11,712.00	6,160.00	427,429.00	31,829.00	45,110.00	82,280.00	66,179.00
* Funded by an Administrative Fee not an impact fee								
			Scheduled		73,499	42,996	205,004	134,039
¹ Debt service payments			Unpaid Balance @ 12/31/2018		624,550	225,400	466,100	92,230
² Oversizing payments made			Deferred principal & interest		270,444	0	1,449,632	896,953
			59,799.00					
			Oversizing payments due in future periods					

* Funded by an Administrative Fee not an impact fee

¹ Debt service payments

² Oversizing payments made

City of Franklin
Summary of Park Impact Fee Availability
6/30/2019

		Current Impact Fees			
		Impact Fee	Interest	Expenditures	Total
2019					
	1st Qtr	56,316.00	35,883.44	0.00	92,199.44
	2nd Qtr	113,421.00	39,030.00	0.00	152,451.00
	3rd Qtr	0.00	0.00	0.00	-
	4th Qtr	0.00	0.00	0.00	-
	2019	169,737.00	74,913.44	0.00	244,650.44
2018					
	2018	869,037.00	47,964.42	202,038.51	714,962.91
2017					
	2017	66,591.00	33,123.42	661.26	99,053.16
2016					
	Total	209,983.00	28,120.12	212,221.99	25,881.13
2015					
	Total	137,670.00	55,558.15	607,299.51	(414,071.36)
2014					
	Total	184,592.00	133,563.95	626,182.10	(308,026.15)
2013					
	Total	317,206.00	84,950.58	124,912.10	277,244.48
2012					
	Total	263,398.00	102,473.34	-	365,871.34
2011					
	Total	163,106.00	44,506.30	-	207,612.30
2010					
	Total	145,479.00	66,273.18	46.87	211,705.31
2009					
	Total	80,215.00	86,651.98	5,459.02	161,407.96
2008					
	Total	133,074.00	95,987.90	10,913.04	218,148.86
2007					
	Total	220,706.00	172,806.38	823,897.23	(430,384.85)
2006					
	1st Qtr	216,825.00	26,798.63	-	243,623.63
	2nd Qtr	189,847.00	32,334.72	-	222,181.72
	3rd Qtr	112,461.00	47,200.50	-	159,661.50
	4th Qtr	127,774.00	38,616.60	392,618.08	(226,227.48)
	Total	646,907.00	144,950.45	392,618.08	399,239.37
2005					
	Total	1,006,696.00	63,382.62	471,251.40	598,827.22
2004					
	Total	1,028,255.00	17,433.14	28,523.46	1,017,164.68
2003					
	Total	668,917.00	6,283.52	-	675,200.52
2002					
	Total	275,620.00	3,114.10	-	278,734.10
Balance		6,417,452.00	1,187,143.55	3,506,024.57	4,098,570.98
	Spent	(3,506,024.57)			

**City of Franklin
Utility Development Fund
Balance Sheet
June 30, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments - Water	\$ 766,959	\$ 613,453
Cash and investments - Sewer	1,124,775	846,261
Special Assessment - Water Current	101,293	146,187
Special Assessment - Water Deferred	251,036	332,962
Special Assessment - Sewer Current	191,587	241,026
Special Assessment - Sewer Deferred	-	76,728
Reserve for Uncollectible	(16,776)	(40,982)
Total Assets	<u>\$ 2,418,874</u>	<u>\$ 2,215,635</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned Revenue	527,140	755,921
Total Fund Balance	<u>1,891,734</u>	<u>1,459,714</u>
Total Liabilities and Fund Balance	<u>\$ 2,418,874</u>	<u>\$ 2,215,635</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2019 and 2018**

	<u>2019 Original Budget</u>	<u>2019 Year-to-Date Budget</u>	<u>2019 Year-to-Date Actual</u>	<u>2018 Year-to-Date Actual</u>
Revenue:				
Special Assessments				
Water	\$ 28,400	\$ 3,481	\$ 63,551	\$ -
Sewer	29,200	2,422	70,898	-
Connection Fees				
Water	2,000	1,511	-	-
Sewer	35,000	18,958	23,700	36,000
Total Assessments & Connection Fees	<u>94,600</u>	<u>26,372</u>	<u>158,149</u>	<u>36,000</u>
Special Assessment Interest	17,900	51	-	-
Investment Income	10,000	5,000	21,047	10,336
Total revenue	<u>122,500</u>	<u>31,423</u>	<u>179,196</u>	<u>46,336</u>
Transfer to Capital Improvement Fund:				
Water	500,000	-	-	-
Sewer	500,000	-	-	-
Total Transfers to Capital Improven	<u>1,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	(877,500)	31,423	179,196	46,336
Fund balance, beginning of year			<u>1,712,538</u>	<u>1,413,378</u>
Fund balance, end of period			<u>\$ 1,891,734</u>	<u>\$ 1,459,714</u>

City of Franklin
Sanitary Sewer Fund
Statement of Revenue, Expenditures,
and Changes in Net Assets
For the Six months ended June 30, 2019 and 2018

	2019 Amended Budget	2019 Year-to-Date Budget	Current Year-to-Date Totals	Prior Year-to-Date Totals
Operating Revenue				
Residential	\$ 2,044,600	\$ 1,020,735	\$ 1,031,577	\$ 1,008,342
Commercial	557,100	267,989	281,992	281,969
Industrial	460,700	230,224	212,253	212,179
Public Authority	172,000	84,672	82,992	74,914
Penalties/Other	37,000	11,607	10,535	10,792
Multi Family	505,000	252,500	248,078	245,059
Miscellaneous Revenue	6,750	3,375	5,250	-
Total Operating Revenue	3,783,150	1,871,102	1,872,677	1,833,255
Operating Expenditures				
Salaries and benefits	\$ 512,996	\$ 259,873	\$ 264,906	\$ 232,202
Contractual services	146,965	90,495	112,061	72,062
Supplies	73,750	36,875	26,726	24,368
Facility charges	70,450	36,704	21,897	21,722
Shared meter costs	7,000	3,500	-	-
Sewer service - MMSD	2,448,000	1,224,000	1,199,625	1,189,581
Other operating costs	23,800	12,571	9,505	6,573
Allocated expenses	116,500	58,250	64,427	60,203
Sewer improvements	701,049	470,023	76,931	55,396
Depreciation	179,900	89,950	90,000	87,360
Encumbrances	-	-	(4,205)	-
Total operating expenditures	4,280,410	2,282,241	1,861,873	1,749,467
Operating Income (Loss)	(497,260)	(411,139)	10,804	83,788
Non-Operating Revenue (Expenditures)				
Intergovernmental	500,000	250,000	-	-
Miscellaneous income	-	-	1,080	2,075
Investment income	461,500	230,750	251,316	251,723
Interest expense	(447,500)	(223,750)	(231,428)	(246,381)
Retirement - GASB 68	(10,000)	(5,000)	-	-
Capital expenditures	(137,119)	(68,560)	(27,538)	-
Encumbrances	-	-	27,538	-
Total non-operating revenue (expenditures)	366,881	183,440	20,968	7,417
Income (Loss) before Capital Contributions	(130,379)	(227,699)	31,772	91,205
Retained Earnings- Beginning	1,578,345	1,578,345	1,578,345	1,647,847
Transfer (to) from Invested in Capital Assets	116,900	58,450	(24,945)	87,360
Retained Earnings- Ending	1,564,866	1,409,096	1,585,172	1,826,412
Capital Contributions	5,025,000	2,512,500	-	-
Depreciation - CIAC	(2,018,100)	(1,009,050)	(1,009,050)	(1,006,020)
Transfer (to) from Retained Earnings	(116,900)	(58,450)	24,945	(87,360)
Change in Net Investment in Capital Assets	2,890,000	1,445,000	(984,105)	(1,093,380)
Net Investment in Capital Assets-Beginning	61,590,890	61,590,890	61,590,890	63,241,982
Net Investment in Capital Assets-Ending	64,480,890	63,035,890	60,606,785	62,148,602
Total net assets	\$ 66,045,756	\$ 64,444,986	\$ 62,191,957	\$ 63,975,014

**City of Franklin
Sanitary Sewer Fund
Comparative Balance Sheet
June 30, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
<u>Assets</u>		
Current assets:		
Cash and investments	\$ 1,433,732	\$ 1,622,108
Accounts receivable	1,047,180	1,022,194
Miscellaneous receivable	6,980	6,731
Total current assets	<u>2,487,892</u>	<u>2,651,033</u>
Non current assets:		
Due from MMSD	17,555,340	18,799,969
Sanitary Sewer plant in service:		
Land	725,594	725,594
Buildings and improvements	3,308,050	3,298,163
Improvements other than buildings	78,754,451	78,754,451
Machinery and equipment	1,204,359	1,056,095
Construction in progress	95,510	-
	<u>84,087,964</u>	<u>83,834,303</u>
Less accumulated depreciation	<u>(23,481,179)</u>	<u>(21,685,701)</u>
Net sanitary sewer plant in service	<u>60,606,785</u>	<u>62,148,602</u>
Deferred assets:		
Pension assets	<u>89,558</u>	<u>386,276</u>
Total Assets	<u><u>\$ 80,739,575</u></u>	<u><u>\$ 83,985,880</u></u>
<u>Liabilities and Net Assets</u>		
Current liabilities:		
Accounts payable	\$ 650,480	\$ 611,857
Accrued liabilities	29,109	28,084
Due to Franklin Water Utility	-	194
Due to General Fund - non-interest bearing	<u>77,143</u>	<u>82,127</u>
Total current liabilities	756,732	722,262
Non current liabilities:		
Accrued compensated absences	75,360	75,021
Pension liability (GASB 68)	57,415	361,331
General Obligation Notes payable - CWF	<u>17,555,341</u>	<u>18,799,970</u>
Total liabilities	<u>18,444,848</u>	<u>19,958,584</u>
Deferred inflows:		
Pension liabilities	102,770	52,282
Net Assets:		
Invested in capital assets, net of related debt	43,051,445	43,348,633
Restricted balances - LT receivable	17,555,340	18,978,559
Retained earnings	<u>1,585,172</u>	<u>1,647,822</u>
Total net assets	<u>62,191,957</u>	<u>63,975,014</u>
Total Liabilities and Net Assets	<u><u>\$ 80,739,575</u></u>	<u><u>\$ 83,985,880</u></u>

**City of Franklin
Sanitary Sewer Fund
Statement of Cash Flows
For the Six months ended June 30, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
Cash Flows from Operating Activities		
Operating income (loss)	\$ 10,804	\$ 83,788
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	90,000	87,360
(Increase) decrease in assets:		
Accounts receivable	(97,401)	(175,788)
Taxes receivable	108,886	97,015
Due from other funds	-	44,579
Due from MMSD & Other Governments		
Miscellaneous receivable	-	300
Prepaid expenses	2,291	-
Increase (decrease) in liabilities:		
Accounts payable	29,904	(188,631)
Accrued expenses	-	-
Due to other funds	-	(20,714)
GASB 68 pension	-	-
Total Adjustments	<u>133,680</u>	<u>(155,879)</u>
Net Cash Provided by Operating Activities	<u>\$ 144,484</u>	<u>\$ (72,091)</u>
 Cash Flows From Capital & Related Financing Activities		
Due from MMSD & Other Governments	1,244,629	1,214,723
Due to general fund	-	-
Notes payable	(1,244,629)	(1,214,722)
Acquisition of capital assets	(114,945)	-
Investment in deferred assets/liabilities	-	-
Net Cash Provided (Used) in Capital and Financing Activities	<u>(114,945)</u>	<u>1</u>
 Cash Flows from Investing Activities		
Interest and other income	252,396	253,798
Interest expense	<u>(231,428)</u>	<u>(246,381)</u>
 Net Change in Cash and Cash Equivalents	50,507	(64,673)
 Cash and Cash Equivalents, beginning of period	1,383,225	1,686,781
 Cash and Cash Equivalents, end of period	<u>\$ 1,433,732</u>	<u>\$ 1,622,108</u>

Franklin Municipal Water Utility
Detailed Statement of Revenue, Expenditures
and Changes in Net Assets
For the six months ending June 30, 2019 and 2018

<u>Account Description</u>	<u>Annual Budget</u>	<u>Year to Date Budget</u>	<u>Current Year to Date</u>	<u>Prior Year to Date</u>
Operating Revenue				
Metered Sales-Residential	\$ 3,067,900	\$ 1,410,692	\$ 1,331,953	\$ 1,376,485
Metered Sales-Commercial	686,200	321,728	309,748	322,940
Metered Sales-Industrial	494,700	238,087	221,716	238,551
Other Sales to Public Authority	259,000	126,641	130,450	122,400
Metered Sales-Multifamily	765,200	382,600	365,157	370,329
Metered Sales-Irrigation	123,000	61,500	25,991	37,482
Total Metered Sales	5,396,000	2,541,248	2,385,015	2,468,187
Unmetered Sales	7,500	1,718	4,794	6,702
Private Fire Protection	124,100	61,901	54,059	61,548
Public Fire Protection	543,000	271,337	271,830	271,250
Forfeited Discount	53,500	16,155	15,251	17,042
Total Operating Revenue ¹	\$ 6,124,100	\$ 2,892,359	\$ 2,730,949	\$ 2,824,729
Operating Expenditures				
Operation and maintenance expense				
Source of Supply	3,042,800	1,518,618	1,353,026	1,352,740
Pumping	135,850	65,751	80,617	71,889
Water Treatment	18,500	9,111	5,290	1,718
Transmission & Distribution	479,435	207,842	132,272	162,247
Customer Accounts	52,750	24,364	28,547	20,874
Administrative and general	451,220	245,668	181,377	252,658
Total Operation and Maintenance Expenditures	4,180,555	2,071,354	1,781,129	1,862,126
Depreciation	528,715	251,865	264,600	205,800
Taxes-Property Tax Equivalent	1,050,000	545,392	525,000	525,000
Amortization	130,666	65,333	21,030	65,334
GASB Employee Benefit Costs	15,000	7,500	-	-
Loss on Abandoned Property	82,000	-	-	-
Taxes-FICA	28,477	12,582	11,392	12,395
Total Operating Expenditures ²	6,015,413	2,954,026	2,603,151	2,670,655
Operating Income	\$ 108,687	\$ (61,667)	\$ 127,798	\$ 154,074
Non-Operating Revenue (Expenditures)				
Total non-operating revenue	41,619	23,280	58,725	57,665
Income before capital contributions	\$ 150,306	\$ (38,387)	\$ 186,523	\$ 211,739
Retained earnings - beginning	3,294,662	3,294,662	3,294,662	2,538,239
Transfer (to) from invested in capital assets	979,285	489,643	(445,840)	184,965
Retained earnings - ending	\$ 4,424,253	\$ 3,745,918	\$ 3,035,345	\$ 2,934,943
Capital contributions	2,940,000	-	-	-
Depreciation - CIAC	(841,475)	420,737	(420,750)	(389,580)
Transfer (to) from retained earnings	(979,285)	(489,643)	445,840	(184,965)
Change in net investment	9,967,746	7,912,572	25,090	(574,545)
Net investment in capital assets - beginning	42,367,393	42,367,393	42,367,393	43,529,045
Net investment in capital assets - ending	\$ 52,335,139	\$ 50,279,965	\$ 42,392,483	\$ 42,954,500
Total net assets	\$ 56,759,392	\$ 54,025,883	\$ 45,427,828	\$ 45,889,443

Franklin Municipal Water Utility
Comparative Balance Sheet
June 30, 2019 & 2018

Assets	2019	2018
Current Assets:		
Cash and investments	\$ 2,606,876	\$ 2,301,217
Accounts receivable	1,501,417	1,578,931
Due from City of Franklin	-	143
Total current assets	4,108,293	3,880,291
Utility plant in service:		
Land	162,885	162,885
Buildings and improvements	3,394,166	3,392,666
Construction in Progress	597,702	-
Improvements other than buildings	55,613,608	55,651,603
Machinery and equipment	4,588,062	4,553,625
	64,356,423	63,760,779
Less accumulated depreciation	20,924,322	19,799,095
Net utility plant in service	43,432,101	43,961,684
Deferred Assets:		
Pension Assets	102,915	447,267
Deferred Costs	21,029	107,391
Total deferred assets	123,944	554,658
Total Assets	\$ 47,664,338	\$48,396,633
Liabilities and Net Assets		
Liabilities:		
Accounts payable	\$ 156,438	\$ 34,571
Accrued liabilities	677,585	706,518
Due to City of Franklin	139	-
Advance from municipality	139,700	155,700
Pension liability	66,480	418,383
Compensated absences reserve	75,360	75,021
Bond Payable	1,005,647	1,059,575
	2,121,349	2,449,768
Deferred Liabilities:		
Pension & OPEB Liabilities	115,161	57,422
Total liabilities	2,236,510	2,507,190
Net Assets		
Invested in capital assets, net of related debt	42,392,483	42,954,500
Retained earnings	3,035,345	2,934,943
Total net assets	45,427,828	45,889,443
Total Liabilities and Net Assets	\$ 47,664,338	\$48,396,633

Franklin Municipal Water Utility
Comparative Statement of Cash Flows
For the six months ending June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Cash Flows from Operating Activities		
Operating income (loss)	\$ 127,798	\$ 154,074
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation & Amortization	285,630	271,134
(Increase) decrease in assets:		
Accounts receivable	(101,565)	(104,847)
Due from other funds	-	39,117
Taxes receivable	173,499	161,856
Prepaid expenses	2,291	-
Increase (decrease) in liabilities:		
Accounts payable	(604,221)	(676,725)
Accrued expenses	665,700	695,000
Due to other funds	139	(55,014)
Total Adjustments	<u>421,473</u>	<u>330,521</u>
Net Cash Provided (Used) by Operating Activities	<u>549,271</u>	<u>484,595</u>
 Cash Flows From Capital & Related Financing Activities		
Acquisition of capital assets	(679,288)	(88,115)
Interest paid on long term debt	(16,094)	(16,594)
Principal on long term debt	<u>(55,000)</u>	<u>(55,000)</u>
Net Cash Provided (Used) in Capital and Financing Activities	<u>(750,382)</u>	<u>(159,709)</u>
 Cash Flows from Investing Activities		
Interest, property rental & other income	<u>76,565</u>	<u>76,205</u>
 Net Change in Cash and Cash Equivalents	(124,546)	401,091
Cash and Cash Equivalents, beginning of period	<u>2,731,422</u>	<u>1,900,126</u>
Cash and Cash Equivalents, end of period	<u><u>\$ 2,606,876</u></u>	<u><u>\$ 2,301,217</u></u>

City of Franklin
Self Insurance Fund - Actives
Balance Sheet
June 30, 2019 and 2018

Assets	2019	2018
Cash and investments	\$ 2,200,412	\$ 2,148,946
Accounts receivable	309	900
Prepaid expenses	-	1,500
Total Assets	\$ 2,200,721	\$ 2,151,346
Liabilities and Net Assets		
Accounts payable	\$ 14,384	\$ 333
Claims payable	290,700	290,700
Unrestricted net assets	1,895,637	1,860,313
Total Liabilities and Fund Balance	\$ 2,200,721	\$ 2,151,346

City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2019 and 2018

	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
Medical Premiums-City	\$ 2,837,218	\$ 2,837,218	\$ 1,425,119	\$ 1,217,154	\$ 1,238,588
Medical Premiums-Employee	642,507	642,507	321,147	260,853	229,888
Other - Invest Income, Rebates	30,000	30,000	15,000	69,653	31,071
Medical Revenue	3,509,725	3,509,725	1,761,266	1,547,660	1,499,547
Dental Premiums-City	112,550	112,550	47,523	56,018	54,129
Dental Premiums-Retirees	3,675	3,675	2,806	1,854	2,700
Dental Premiums-Employee	56,450	56,450	28,114	28,518	27,852
Dental Revenue	172,675	172,675	78,443	86,390	84,681
Total Revenue	3,682,400	3,682,400	1,839,709	1,634,050	1,584,228
Expenditures:					
Medical					
Medical claims	2,833,650	2,833,650	1,136,257	842,389	997,337
Prescription drug claims	-	-	-	104,654	170,989
Refunds-Stop Loss Coverage	-	-	-	22	(18,130)
Total Claims	2,833,650	2,833,650	1,136,257	947,065	1,150,196
Medical Claim Fees	145,850	145,850	77,763	91,863	72,227
Stop Loss Premiums	667,300	667,300	345,772	275,614	262,339
Other - Miscellaneous	118,250	118,250	19,025	4,634	15,326
Transfer to Other Funds	59,250	98,125	29,625	94,375	-
Total Medical Costs	3,824,300	3,863,175	1,608,442	1,413,551	1,500,088
Dental					
Active Employees & COBRA	189,000	189,000	91,353	82,771	107,000
Retiree	3,675	3,675	2,008	2,259	3,023
Total Dental Costs	192,675	192,675	93,361	85,030	110,023
Claims contingency	-	-	-	-	-
Total Expenditures	4,016,975	4,055,850	1,701,803	1,498,581	1,610,111
Revenue over (under) expenditures	(334,575)	(373,450)	\$ 137,906	135,469	(25,883)
Net assets, beginning of year	1,760,168	1,760,168		1,760,168	1,886,196
Net assets, end of period	\$ 1,425,593	\$ 1,386,718		\$ 1,895,637	\$ 1,860,313

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
June 30, 2018 and 2017

<u>Assets</u>	2019	2018
Cash and investments	\$ 127,026	\$ -
Investments held in trust - Fixed Inc	2,168,756	1,961,587
Investments held in trust - Equities	3,866,724	3,726,998
Accounts receivable	32,442	25,890
Total Assets	\$ 6,194,948	\$ 5,714,475
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 2,227	\$ -
Claims payable	131,100	131,100
Due to City	-	47,717
Net assets held in trust for post emp	6,061,621	5,535,658
Total Liabilities and Fund Balance	\$ 6,194,948	\$ 5,714,475

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2019 and 2018

	2019	2018
	Year-to-Date	Year-to-Date
<u>Revenue</u>	<u>Actual</u>	<u>Actual</u>
ARC Medical Charges - City	\$ 139,764	\$ 153,013
Medical Charges - Retirees	115,116	94,553
Implicit Rate Subsidy	-	69,173
Medical Revenue	254,880	316,739
<u>Expenditures:</u>		
<u>Retirees-Medical</u>		
Medical claims	67,659	288,384
Prescription drug claims	60,911	63,142
Refunds-Stop Loss Coverage	(1,393)	(642)
Total Claims-Retirees	127,177	350,884
Medical Claim Fees	31,471	9,066
Stop Loss Premiums	40,193	38,809
Miscellaneous Expense	345	330
ACA Fees	172	160
Total Medical Costs-Retirees	199,358	399,249
Revenue over (under) expenditures	55,522	(82,510)
Annual Required Contribution-Net	80,346	-
Other - Investment Income, etc.	696,349	44,405
Total Revenues	776,695	44,405
Net Revenues (Expenditures)	832,217	(38,105)
Net assets, beginning of year	5,229,404	5,573,763
Net assets, end of period	\$ 6,061,621	\$ 5,535,658

**COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS FOR CITY OF FRANKLIN
Period Ending 06/30/2019**

GL Number	LIBRARY- RESTRICTED FUND	TOURISM COMMISSION FUND	FIRE DEPT GRANT FUND	ST MARTINS FAIR FUND	HEALTH DEPT GRANT FUND	OTHER GRANTS	DONATIONS FUND	CIVIC CELEBRATIONS FUND	TOTAL
REVENUES									
TAXES	-	437	-	-	-	-	-	-	437
INTERGOVERNMENTAL	-	-	(100)	-	51,131	-	-	-	51,031
LICENSES & PERMITS	-	-	-	1,785	-	-	-	300	2,085
CHARGES FOR SERVICES	6,659	-	-	-	-	-	-	-	6,659
MISCELLANEOUS REVENUE	29,677	-	-	-	12,085	-	18,665	19,250	79,657
INVESTMENT EARNINGS	51	3,744	-	-	5,083	-	-	-	8,878
Total Revenues	36,386	4,181	(100)	1,785	68,279	-	18,665	19,550	148,746
EXPENDITURES									
PERSONAL SERVICES	-	-	-	143	29,913	-	-	-	30,057
EMPLOYEE BENEFITS	-	-	-	54	15,293	-	-	-	15,348
CONTRACTUAL SERVICES	5,209	-	-	-	12,908	-	-	33,119	51,236
SUPPLIES	12,405	-	4,661	675	21,445	-	9,482	3,543	52,211
SERVICES & CHARGES	4,594	35,683	-	200	19,818	-	-	28	60,324
FACILITY CHARGES	362	-	529	-	-	-	-	-	892
CLAIMS, CONTRIB. AND AWARDS	326	-	-	-	-	-	-	-	326
CONTINGENCY	-	-	-	-	-	-	-	-	-
Total Expenditures	22,897	35,683	5,190	1,073	99,378	-	9,482	36,690	210,392
Excess (deficiency) of Revenues vs. Expenditures	13,489	(31,502)	(5,290)	712	(31,099)	-	9,183	(17,140)	(61,646)
OTHER FINANCING SOURCES									
FUND TRANSFERS	-	-	-	-	-	-	-	-	-
OTHER FINANCING USES									
CAPITAL OUTLAY	2,172	-	3,251	-	10,016	5,000	13,500	-	33,939
Net Change in Fund Balance	11,318	(31,502)	(8,542)	712	(41,115)	(5,000)	(4,317)	(17,140)	(95,585)
Fund Balance - Beginning:	140,621	376,069	22,572	5,604	169,623	315	150,606	70,139	935,549
Fund Balance - Ending:	151,939	344,567	14,031	6,317	128,508	(4,685)	146,290	52,999	839,964

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE August 6, 2019
Reports & Recommendations	MONITORING OF DEPARTMENT OF PUBLIC WORKS 2019 BUDGET	ITEM NO. 6.25.

BACKGROUND

DPW has been extremely taxed this year on winter weather events and projects that have adversely affected the 2019 budget. While some issues could not have been helped (such as winter weather events), other issues are a result of significant overall savings to the City (such as providing millings for the Rawson Homes project).

ANALYSIS

Staff will continue to monitor and minimize budget shortfalls as much as possible, but there are expected to be budget issues to finish the year.

+ \$16,000. Equipment Rentals. Approved budget for this item is \$22,000, \$38,000 anticipated total expenditures. Overages are mostly caused at the recycling center. There have been an excessive number of trees dropped off by patrons primarily caused by the emerald ash borer. Staff has caught some non-Franklin persons and contractors using the facility. Note that this facility is un-manned and on the honor system.

+ \$20,000. Vehicle Support. Approved budget for this item is \$135,000, \$155,000 anticipated total expenditures. Not replacing vehicles and equipment has been especially noticed this year causing additional unbudgeted repairs.

+ \$10,000. Fuel/Lubricants. Approved budget for this item is \$109,700, \$119,700 anticipated total expenditures. Hauling millings and excess fill stored at the DPW yard has kept several trucks per day continuously operating. Some significant storms in the spring also contributed to more plowing than normal.

+ \$15,000. Salaries- Overtime. Approved budget for this item is \$48,800, \$63,800 anticipated total expenditures. Almost all of this overage is due to the winter weather events this past spring. Only \$3,500 is left in the budget and the additional \$11,500 estimated to cover winter events through December.

FISCAL NOTE

The amounts listed above are possible overages. Any cost savings in other Highway line items have not been quantified as yet. Some of these amounts could be charged to projects, such as Rawson Homes stormwater management project, however, those budgets do not currently have resources to absorb them.

The General Fund Contingency currently has \$77,000 available, and there is Restricted Contingency also available if need be.

As the picture becomes clearer in Quarter 4, staff will request a budget modification to address these issues.

OPTIONS


For discussion purposes. Staff welcomes suggestions for alternatives.

COUNCIL ACTION REQUESTED

For discussion purposes only. Place on file.

Engineering: GEM

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APPROVAL 	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE AUG 6, 2019
REPORTS & RECOMMENDATIONS	Resolution to Amend the Debt Policy Statement for the City of Franklin	ITEM NUMBER <i>G.26.</i>

Background

The City adopted a Debt Policy in 2008 with Resolution 2008-6481. The Policy was last reviewed in September 2012. No changes were made at that time. No new debt was issued until two years later.

The Policy establishes guidelines with respect to amount of debt outstanding, types of Debt and Structural Features, debt repayment schedules, types of debt issued, credit rating objectives, debt service levy as percent of total levy, defeasance objectives, flexibility for future expenditures, methods of sale, refunding considerations, financial disclosure objectives and Financial Advisor and Bond Counsel reviews.

As the City considers near term (2-4 years) debt issuance plans, how those plans impact the current debt policy is warranted.

Analysis

Here is a look at some of the Debt Policy objectives considering the issuance plan:

The Debt Policy sets a goal of total debt to equalized value at 40% of the state limit. This goal achieves multiple objectives, it keeps debt levels down, strengthens credit ratings, reduced debt service costs in multiple ways (less interest cost on lower total debt outstanding, stronger credit ratings results in lower interest rates, shorter term debt has lower interest rates and tax exempt General Obligation Debt has lower rates compared to other forms of debt.) The debt issuance plans will cause this goal to be tripped for some period of time depending on the City growth in equated values and interest costs related to the debt outstanding.

The policy directs that equipment should be financed with Notes (less than 10 year terms) and major projects with Bonds (10-20 year term). When major projects are limited, keeping 70% of the outstanding debt due within 10 years or less is not difficult to achieve. However, when infrastructure projects come back to back (i.e. TID 5 & 6 and Water & Sewer projects), it will be very difficult to keep more than 30% of outstanding balances within 10 years.

At the end of 2018, 89% of the outstanding debt was due & payable within ten years. (See page 67 of the 2018 Comprehensive Annual Financial Report). The Debt Policy has a goal that at least 70% of the outstanding debt will be payable within ten years. As the 2018 NAN's get refunded and the 2021 issues come on line, it is likely that the City will violate this goal for some period of time. Staff has requested Ehlers to help with this forecast using a tool Ehlers has.

The City currently has an Aa2 bond rating, last reaffirmed in February 2019. Moody's scorecard on the City indicated that we were very near the Aa3 rating than improving to Aa1. With the amount of debt being considered, maintaining that rating will be increasingly difficult. As the rating falls, the cost of new debt rises. This should be considered when evaluating debt issuance.

The Debt Policy has as an objective that “the levy for debt service [be] no greater than 20% of the total tax levy ...” There is no mention of the TID tax levy. Since General Obligation debt (typically issued for TID’s) falls back to the City levy should the TID close without retiring all the GO debt, one might consider including all or a portion of the TID tax levy in the 20% calculation. Using the

December 2018 tax levy as an example:

	Total Levy	Debt Service	Pct
2018 Tax Levy			
City Levy	21,928,317	1,300,000	5.9
TID’s	2,156,858	2,156,858	
Total	24,085,175	3,456,858	14.3
Future			
City	23,000,000	1,100,000	4.7
TID 3	1,100,000	1,100,000	
TID 5	2,900,000	2,900,000	
TID 6	1,000,000	1,000,000	
TID 7	1,100,000	450,000	MRO debt
Total TID’s	6,100,000	5,450,000	
City Total	29,100,000	6,550,000	22.5

While it is highly unlikely that, most or all, of the TID levy would fall back to the City tax levy, to include a portion of the TID levy in the Debt Service calculation would recognize that GO TID debt is a risk to the City.

A look at the 20% of total Tax Levy goal compares across the state with cities of 30-150,000 in population for 2018 reveals that of the 24 cities, half have TID tax levies below 13% and half are above that. One has no TID levy. Five cities (Beloit, Kenosha, LaCrosse, Menomonee Falls and Wausau) have TID levies in excess of 20% of the total levy. This does not include any debt service levy. The bottom five all have TID levies below 8% of total levy. In 2017, Franklin’s TID levy was 10.5% of the total levy.

Lower outstanding debt to equated value also provides financial flexibility when needed to address unforeseen events, such as a natural disaster or public emergency. When debt issuance stacks up, the ability to take advantage of the next opportunity declines.

The current Debt Policy addresses ‘responsible defeasance’. While interest rates stay at these artificially low levels, the defeasance opportunities become more rare. Our Financial Advisor, Ehlers, does stay close to this issue and did recommend a refunding of a 2007 issue in 2016. In that case, the relatively short term remaining on the 2007 issue and low market rates made that refunding possible.

Method of sale. Staff would not recommend any changes to that portion of the policy.

The policy related to refundings – staff would not recommend any changes to that portion of the policy.

The Disclosure elements of the Policy are sound. Staff recently filed a summary of the 2019 Budget on EMMA (Electronic Municipal Market Access) to get information on the 2019 City Budget available to the secondary market. The 2019 Budget book has not been issued as yet, and the lack of that information to the market may be detrimental to the City's perceived position compared to other investment opportunities.

The Finance Committee wanted to look at the Moody's Debt scores and how the debt policy addressed those measures.

Moody's looks at two debt measures, debt to Full Value and Debt to Revenues. The 2018 measures result in the following.

Full Value \$4,022,941,400
Debt \$48,809,970
Operating Revenues -\$30,682,987

Debt to Value = 1.2 – was 0.7 in 2017 – in the middle of the Aa range ($0.75 \leq \# < 1.75$)
Debt to Operating Rev = 1.59 – was 1.02 – in the upper end of the A range ($0.67 \leq \# < 3$)

The 10 year forecast for debt has the Debt to Value rising to 2.7 – which is in the A range and Debt to Operating Rev moving to 3.71 – in the Baa range.

Adjusting for Water debt which is self supporting – the Debt to Value drops to 2.2, still in the A range. Adjusting for the added TID tax revenue of \$2 million – would move the Debt to Operating revenue to 2.88 – at the low end of the Single A range. .

Debt downgrades from Aa2 into the single A group would meaningfully raise debt costs, and further pressure the City's ability to construct projects.

If the City wanted to stay in the Moody's Aa rating range, the Debt Policy should be adjusted to have total debt be less than 1.75% of the State Limit. That would limit GO Debt (excluding self funding Sewer & Water GO Debt) to 35% of the state limit. Likewise, with Moody's Debt to Revenue ratio capped at 0.67, GO Debt (again excluding self-funding Sewer & Water GO Debt) to 1.48 x Revenues in the General, Debt Service and TID Funds.

Recommendation

The 40% of State GO Debt limit was likely set as a bumper to know when the amount of debt outstanding was getting too high. There are times when exceeding that limit may be acceptable. But there will then be a cost to doing so. The Finance Committee recommended a change to the Policy statement by adding:

Current projections indicate that exceedance of the 40% limit is likely, which should cause Common Council to review the situation or modify the policy.

Regarding the credit rating – should the City decide to proceed with the various proposed projects, then there is likely little that can be done to preserve the Aa2 rating. Both the increased size and lengthened maturity of outstanding debt will most likely result in a down grade. This will raise the cost of the new debt issued.

If Debt were held to 1.75% of Equated Value and less than 1.48 x Operating Revenues, then a limit on the percentage of total tax levy may not be needed. There is likely a favorable political element to

having a maximum debt service levy as to total tax levy, but the other ratios that Moody's uses accomplishes a reasonable goal without this added parameter.

Limiting debt service levy to 20% of total tax levy seems very generous if TID and Utility debt service is excluded. In 2002, just after the Library and Police buildings were constructed, and debt service levy was highest, debt service levy was 10.48% of total tax levy. Staff prepared a summary of comparably sized WI cities as to the percentage debt service and TID tax levies were to the total tax levy. The Finance Committee recommended that the Debt Policy explicitly state that TID Debt Service Levy be excluded from the 20% limit.

COMMON COUNCIL ACTION REQUESTED

Motion adopting a Resolution 2019-_____ to amend the Debt Policy Statement for the City of Franklin

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019-_____

A RESOLUTION TO AMEND THE DEBT POLICY STATEMENT FOR THE CITY OF
FRANKLIN

WHEREAS, the City of Franklin has issued debt for many years; and

WHEREAS, the Common Council adopted Resolution 2008-6481 defining a Debt Policy
; and

WHEREAS, the Finance Committee reviewed a Debt Policy Statement Dated September
8, 2008 at the July 23, 2019 Committee meeting recommending certain changes to the Policy
clarifying the definition of Debt Service Levy; and

WHEREAS, the Finance Committee noted that projections of future debt levels will
likely exceed the 40% of State Debt limits with the need to balance that limit with capturing
opportunities for economic development.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the
City of Franklin that the Debt Policy Statement dated August 6, 2019 is approved.

Introduced at a regular meeting of the Common Council of the City of Franklin this ____
day of August, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this ____ day of August, 2019.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2008- 6481

A RESOLUTION TO ESTABLISH A DEBT POLICY STATEMENT FOR THE CITY OF
FRANKLIN

WHEREAS, the City of Franklin has issued debt for many years; and

WHEREAS, it is desirable to have a policy in place as a guide to management of debt
issuances; and

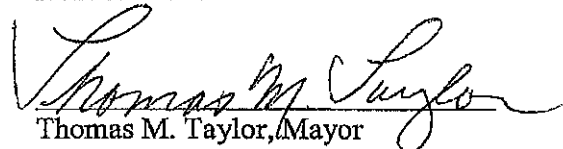
WHEREAS, the Common Council has reviewed a Debt Policy Statement Dated
September 8, 2008 reviewed by the Finance Committee and presented by the Director of Finance
& Treasurer.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the
City of Franklin that the Debt Policy Statement dated September 8, 2008 is approved.

Introduced at a regular meeting of the Common Council of the City of Franklin this 8th
day of September, 2008.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this 8th day of September, 2008.

APPROVED:


Thomas M. Taylor, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 4 NOES 0 ABSENT 2

Ald. Sohns

Ald. Skowronski

City of Franklin
Finance Department Policy/Procedure

Subject: Debt Policy

Issue Date: September 8, 2008

Source: Director of Finance & Treasurer

Affected

Departments: All

Purpose: Issue debt and manage debt portfolio to ensure that the City maintains a sound debt position and that its credit quality is protected. Recognizing that access to capital markets over the long term is dependent upon the City's unwavering commitment to full and timely repayment of debt.

Policy: The City may issue bonds and notes for purposes of financing its capital improvements program, to refund existing debt and to provide financing for its Tax Incremental Financing Districts. The capital improvements program includes projects to acquire, plan, design, construct, improve and equip all or any part of its facilities or systems, promote economic development or to secure quality of life issues. Tax Incremental Financing Districts are limited areas that have been created to provide infrastructure to promote economic development.

The City will strive to continue to maintain a balanced relationship for financing its capital improvements through using pay as you go financing for its local street repaving program and for major equipment replacement purchases.

The Finance Committee will review each debt offering for compliance with this policy.

Debt Limitations:

Section 67.03 of Wisconsin Statutes requires that general obligation debt outstanding shall not exceed 5% of the equalized valuation of the taxable property within the City. Revenue bonds and notes are not considered debt for purposes of determining compliance with constitutional debt limitations. The City intends to keep outstanding general obligation debt within 40% of the limit prescribed by law and at levels consistent with its credit objectives and long-term financial plan.

2019 projections indicate that exceedance of the 40% limit is likely – which should cause Common Council to review the situation or modify the policy.

Types of Debt and Structural Features:

The City has statutory authority to finance capital improvements through the issuance of debt instruments, including:

- General Obligation Notes
- General Obligation Bonds
- Bond Anticipation Notes
- Revenue Bonds
- State of Wisconsin Capital Financing Programs
- Leases and Land Contracts

The City shall issue General Obligation Notes (maximum ten year maturity) for general capital improvements and shall use General Obligation or Revenue Bonds (maximum twenty year maturity) for Major capital projects, Buildings, Water, Wastewater and Stormwater utility capital financing unless staff demonstrates other authorized debt instruments provide a financial advantage. Staff will consider the useful life of the project assets being financed and the long-range financial and credit objectives when determining the final maturity structure of any debt issue. The City will issue debt on a fixed rate basis and intends to maintain 70% of the debt due within ten years.

The City may also issue debt on behalf of for-profit or non-profit corporations when doing so would promote economic development or secure quality of life issues. Prior to issuing such debt, the corporation shall provide substantive proof acceptable to the City that no budget appropriation shall be required to repay the debt. The City shall not issue debt on behalf of a non-profit corporation if doing so would prevent the City from issuing “bank qualified” debt for its own purposes without compensation from the non-profit corporation to cover the additional debt service cost.

Capital lease financing shall be considered only if verifiable operating savings when properly discounted outweigh the lease financing costs. Written justification detailing the explanation of factors considered including a cash flow analysis reviewed by Staff and submitted to the Finance Committee for consideration and approval before any lease is entered into.

Credit Objectives:

The City will seek to maintain or improve its current credit rating with Moody's: General (Aa2). The City will strive to maintain good relations with the rating agency and keep them informed of significant developments that could affect the City's credit rating.

In order to achieve its credit rating objective, the City recognizes the need to integrate the debt policy with its capital improvement program and long-range financial plans. The following objectives will be used to maintain debt service requirements at an affordable level and enhance the credit quality of the City:

- Levy for debt service no greater than 20% of the total tax levy with an effort to maintain the levy at a proportionate even level for tax rate stabilization.(Excluding TID Debt Service Levy).
- Responsible defeasance of general debt or reduction of current year borrowing package in conjunction with the General Fund Balance Policy.
- Flexibility to fund future expenditures necessary to provide essential City services and economic viability.

Method of Sale

The City will normally issue general obligation debt through a competitive bidding process with the exception of Council authorized negotiated sales or State of Wisconsin Capital Financing Programs. Bids will be awarded on a true interest cost (TIC), providing other bidding requirements are satisfied. In the instances in which staff believes competitive bidding produced unsatisfactory bids, the Council may authorize staff to negotiate the sale of the securities.

Negotiated sales of general obligation debt will be considered in circumstances when the complexity of the issue requires specialized expertise (such as advanced refunding to restructure debt service), when time to complete a sale is critical or when a negotiated sale would result in substantial cost savings. Negotiated sales of debt will also be considered for revenue bonds, bond anticipation notes, leases and land contracts when the complexity of the project, revenue source for debt service, or security for the debt makes it likely that a negotiated sale would result in a financial advantage to the City.

Debt sold directly to the State of Wisconsin will be used when the City undertakes capital projects to maintain permit compliance, pollution control, or stormwater control or other issues that are eligible to receive below market rate loans.

Refundings

Periodic reviews of outstanding debt will be undertaken to determine any refunding opportunities. Refunding will be considered (within federal tax law constraints) if and when there is a net economic benefit of the refunding.

In general, advance refundings for economic savings will be considered when net present value savings of at least 2% of the refunded debt can be

achieved. Current refundings that produce net present value savings of less than 2% savings may be considered when there is a compelling public policy or long-range financing policy objective.

Disclosure

The City is committed to full and complete financial disclosure, and to cooperating fully with rating agencies, institutional investors, bond insurers, other units of government, and the general public to share clear, comprehensible, and accurate financial information.

The Finance Department will provide continuing disclosure in compliance with continuing disclosure certifications made at the time of each debt issuance.

Financial Advisor and Bond Counsel

Selection of bond counsel and financial advisor will undergo periodic review.

Policy Established: September 8, 2008 Resolution 2008-6481

Policy Review Date: September 2012

\\finance\\finance policies\\151-06-001 Debt Policy

MOODY'S

INVESTORS SERVICE

ISSUER COMMENT

12 July 2019

RATING

General Obligation (or GO Related) ¹

Aa2

No Outlook

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Asia Pacific 852-3551-3077
Japan 81-3-5408-4100
EMEA 44-20-7772-5454

City of Franklin, WI

Annual Comment on Franklin

Issuer Profile

The City of Franklin is located along the western shore of Lake Michigan in Milwaukee County in southeastern Wisconsin, approximately 10 miles southwest of Milwaukee. The county has a population of 956,586 and a high population density of 3,960 people per square mile. The county's median family income is \$59,763 (3rd quartile) and the May 2019 unemployment rate was 3.3% (2nd quartile) ². The largest industry sectors that drive the local economy are health services, manufacturing, and retail trade.

Credit Overview

Franklin has a very good credit position, and its Aa2 rating is slightly higher than the median rating of Aa3 for cities nationwide. The key credit factors include a healthy financial position, a strong wealth and income profile and a healthy tax base. It also reflects a small debt burden and a moderate pension liability.

Finances: The financial position of Franklin is healthy and is relatively favorable with respect to the assigned rating of Aa2. The cash balance as a percent of operating revenues (73.6%) is far above the US median, and saw an impressive increase between 2014 and 2018. Moreover, the city's fund balance as a percent of operating revenues (26.5%) is slightly beneath the US median.

Economy and Tax Base: Overall, Franklin has a strong economy and tax base, which are comparable to its Aa2 rating. The median family income equals an excellent 144.3% of the US level. Additionally, the full value per capita (\$112,439) is roughly equivalent to other Moody's-rated cities nationwide, and grew materially from 2014 to 2018. Lastly, the total full value (\$4 billion) is considerable compared to the US median.

Debt and Pensions: Overall, the debt and pension liabilities of Franklin are low, though they are slightly unfavorable in comparison to the assigned rating of Aa2. The net direct debt to full value (1.2%) is on par with the US median, and remained stable between 2014 and 2018. Furthermore, the Moody's-adjusted net pension liability to operating revenues (1.2x) favorably is slightly under the US median.

Management and Governance: Wisconsin cities have an institutional framework score ³ of "A", which is moderate. The sector's major revenue source, property tax revenue, is subject to a cap that restricts cities from increasing their operating property tax levies except to capture amounts represented by net new construction growth. Revenues and expenditures tend to be predictable. Across the sector, fixed and mandated costs are generally high. Expenditures are somewhat flexible, as collective bargaining is allowed for public safety employees but is curbed for non-public safety employees. Many cities utilize tax increment districts to attract

economic development, often issuing debt to fund initial infrastructure in undeveloped areas. While tax increment districts are ultimately expected to generate revenues sufficient to cover initial city outlay, cities are exposed to economic downturns which could halt development.

Sector Trends - Wisconsin Cities

Wisconsin cities will continue to benefit from an improving state economy. The overall economy continues to experience steady growth but remains dependent on manufacturing. Property tax revenues will remain stable or will slightly improve due to increased construction activity and development within tax increment districts. Most Wisconsin cities participate in the Wisconsin Retirement System, which continues to be relatively well-funded. Overall, fixed costs are manageable and not a pressure for cities.

EXHIBIT 1

Key Indicators \pm \leq Franklin

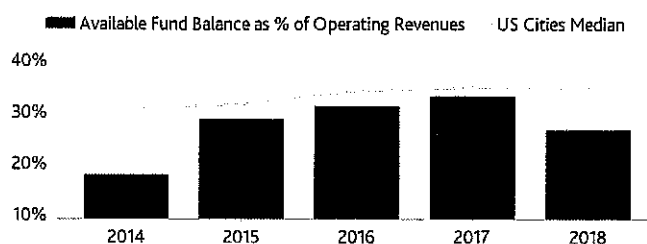
	2014	2015	2016	2017	2018	US Median	Credit Trend
Economy / Tax Base							
Total Full Value	\$3,589M	\$3,649M	\$3,729M	\$3,888M	\$4,022M	\$1,904M	Improved
Full Value Per Capita	\$99,936	\$101,077	\$103,139	\$107,148	\$112,439	\$94,106	Improved
Median Family Income (% of US Median)	140%	140%	140%	144%	144%	111%	Stable
Finances							
Available Fund Balance as % of Operating Revenues	17.6%	28.4%	31.0%	33.0%	26.5%	34.6%	Improved
Net Cash Balance as % of Operating Revenues	39.3%	36.9%	35.1%	40.8%	73.6%	39.6%	Improved
Debt / Pensions							
Net Direct Debt / Full Value	1.1%	1.0%	0.8%	0.7%	1.2%	1.1%	Stable
Net Direct Debt / Operating Revenues	1.31x	1.21x	1.13x	1.02x	1.59x	0.84x	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Full Value	0.4%	0.6%	0.8%	0.8%	0.9%	1.9%	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Operating Revenues	0.51x	0.73x	1.04x	1.15x	1.15x	1.56x	Weakened
	2014	2015	2016	2017	2018	US Median	
Debt and Financial Data							
Population	35,920	36,103	36,155	36,295	35,779	N/A	
Available Fund Balance (\$000s)	\$5,065	\$8,176	\$8,579	\$9,298	\$8,125	\$8,028	
Net Cash Balance (\$000s)	\$11,281	\$10,613	\$9,722	\$11,498	\$22,598	\$9,530	
Operating Revenues (\$000s)	\$28,721	\$28,760	\$27,713	\$28,198	\$30,683	\$23,172	
Net Direct Debt (\$000s)	\$37,712	\$34,677	\$31,445	\$28,860	\$48,810	\$19,139	
Moody's Adjusted Net Pension Liability (3-yr average) (\$000s)	\$14,779	\$21,100	\$28,765	\$32,398	\$35,191	\$35,448	

Source: Moody's Investors Service

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moodys.com for the most updated credit rating action information and rating history.

EXHIBIT 2

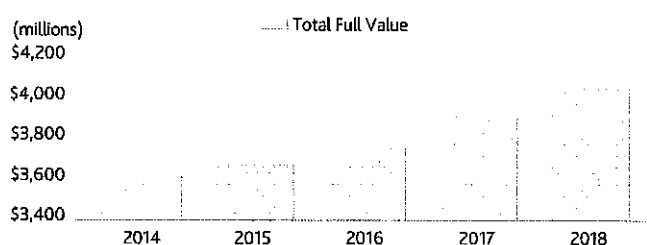
Available fund balance as a percent of operating revenues increased from 2014 to 2018



Source: Issuer financial statements; Moody's Investors Service

EXHIBIT 3

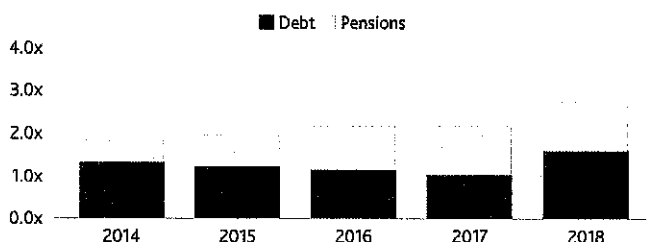
Full value of the property tax base increased from 2014 to 2018



Source: Issuer financial statements; Government data sources; Offering statements; Moody's Investors Service

EXHIBIT 4

Moody's-adjusted net pension liability to operating revenues increased from 2014 to 2018



Source: Issuer financial statements; Government data sources; Offering statements; Moody's Investors Service

Endnotes

- 1 The rating referenced in this report is the issuer's General Obligation (GO) rating or its highest public rating that is GO-related. A GO bond is generally backed by the full faith and credit pledge and total taxing power of the issuer. GO-related securities include general obligation limited tax, annual appropriation, lease revenue, non-ad valorem, and moral obligation debt. The referenced ratings reflect the government's underlying credit quality without regard to state guarantees, enhancement programs or bond insurance.
- 2 The demographic data presented, including population, population density, per capita personal income and unemployment rate are derived from the most recently available US government databases. Population, population density and per capita personal income come from the American Community Survey while the unemployment rate comes from the Bureau of Labor Statistics.

The largest industry sectors are derived from the Bureau of Economic Analysis. Moody's allocated the per capita personal income data and unemployment data for all counties in the US census into quartiles. The quartiles are ordered from strongest-to-weakest from a credit perspective: the highest per capita personal income quartile is first quartile, and the lowest unemployment rate is first quartile.

- 3 The institutional framework score assesses a municipality's legal ability to match revenues with expenditures based on its constitutionally and legislatively conferred powers and responsibilities. See [US Local Government General Obligation Debt \(December 2016\) methodology report](#) for more details.
- 4 For definitions of the metrics in the Key Indicators Table, [US Local Government General Obligation Methodology and Scorecard User Guide \(July 2014\)](#). Metrics represented as N/A indicate the data were not available at the time of publication.
- 5 The medians come from our most recently published local government medians report, [Medians - Tax base growth underpins sector strength, while pension challenges remain \(May 2019\)](#) which is available on [Moody's.com](#). The medians presented here are based on the key metrics outlined in Moody's GO methodology and the associated scorecard.

City of Franklin WI
General Obligation Debt Summary

Fund	Borrowed	Balance Dec-19	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Total Government												
New Loans			2,055,000	25,000,000	-	11,660,000	-	2,000,000	-	10,000,000	-	-
Principal Payments			665,000	985,000	1,655,000	10,985,000	2,645,000	3,220,000	3,760,000	4,175,000	4,390,000	7,480,000
Interest Payments			2,877,127	3,645,498	3,582,898	3,699,968	3,708,569	3,559,046	3,407,368	3,176,374	2,905,717	2,959,349
Total		\$ 52,365,000	3,542,127	4,610,498	5,237,898	14,664,968	6,353,569	6,779,046	7,167,368	7,351,374	7,295,717	10,439,349
Total City Loan Balance	\$	52,365,000	53,755,000	77,790,000	76,135,000	76,810,000	74,165,000	72,945,000	69,185,000	75,010,000	70,620,000	63,140,000
Water												
New Loans				18,500,000								
Principal Payments			71,750	77,250	777,750	793,200	828,600	869,100	900,550	930,000	960,000	1,010,000
Interest Payments			32,818	30,950	816,750	784,913	751,950	717,413	681,300	643,388	603,900	562,725
Total			104,568	108,200	1,594,500	1,578,113	1,580,550	1,586,513	1,581,850	1,573,388	1,563,900	1,572,725
Water Loan Balance	\$	1,138,200	1,066,450	19,489,200	18,711,450	17,918,250	17,089,650	16,220,550	15,320,000	14,390,000	13,430,000	12,420,000
Sewer												
New Loans				3,000,000								
Principal Payments			1,275,272	1,306,669	1,438,839	1,471,802	1,505,575	1,550,181	1,590,638	1,631,968	1,679,193	1,717,334
Interest Payments			416,514	384,730	484,914	447,046	408,357	368,600	327,644	285,579	242,271	197,811
Total			1,691,786	1,691,399	1,923,753	1,918,848	1,913,932	1,918,781	1,918,282	1,917,547	1,921,464	1,915,145
Sewer Loan Balance	\$	17,555,341	16,280,069	17,973,400	16,534,561	15,062,759	13,557,184	12,007,003	10,416,365	8,784,397	7,105,204	5,387,870
Total City												
New Loans			2,055,000	46,500,000	-	11,660,000	-	2,000,000	-	10,000,000	-	-
Principal Payments			2,012,022	2,348,919	3,871,589	13,250,002	4,979,175	5,639,281	6,251,188	6,736,968	7,029,193	10,207,334
Interest Payments			3,326,459	4,061,178	4,884,562	4,931,927	4,868,876	4,645,059	4,416,332	4,105,341	3,751,888	3,719,885
Total			5,338,481	6,410,097	8,756,151	18,181,929	9,848,051	10,284,340	10,667,520	10,842,309	10,781,081	13,927,219
Total Loan Balance	\$	71,058,541	71,101,519	115,252,600	111,381,011	109,791,009	104,811,834	101,172,553	94,921,365	98,184,397	91,155,204	80,947,870
Debt Limit Review												
Growth			130,826,000	89,834,000	68,723,000	58,128,000	47,084,000	47,555,000	48,030,000	48,510,000	48,996,000	49,486,000
Equalized Value	\$	4,360,868,000	4,491,694,000	4,581,528,000	4,650,251,000	4,708,379,000	4,755,463,000	4,803,018,000	4,851,048,000	4,899,558,000	4,948,554,000	4,998,040,000
State Debt Limit			218,043,400	224,584,700	229,076,400	232,512,550	235,418,950	237,773,150	240,150,900	242,552,400	244,977,900	247,427,700
Internal Debt Limit			87,217,360	89,833,880	91,630,560	93,005,020	94,167,580	95,109,260	96,060,360	97,020,960	97,991,160	98,971,080
*** Exceeds City Policy Debt Limit				***	***	***	***	***	***	***	***	***
Includes Interfund Advances												
L:\41803 VOL1 Finance\Debt Service\GO Debt Summary.xlsx\2020												

**City of Franklin WI
General Obligation Debt Summary**

Fund	Borrowed	Balance Dec-19	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
City												
New Loans												
Principal Payments			-	5,000,000	-	-	2,000,000	-	-	10,000,000	-	-
Interest Payments			1,387,500	1,570,000	1,097,500	1,152,500	1,125,000	1,090,000	1,075,000	1,002,500	905,000	1,190,000
Total payments			199,131	300,013	351,788	313,019	393,051	321,788	368,851	328,906	739,788	692,725
			1,586,631	1,870,013	1,449,288	1,465,519	1,488,051	1,411,788	1,443,851	1,331,406	1,644,788	1,882,725
Loan Balance			5,837,500	9,267,500	8,170,000	9,017,500	7,892,500	8,802,500	7,727,500	16,725,000	15,820,000	14,630,000
TID 3 North End of S 27th St												
New Loans												
Principal Payments			685,000	985,000	985,000	390,000						
Interest Payments			80,175	55,725	26,475	5,850						
Total			745,175	1,020,725	1,011,475	395,850						
TID3 Loan Balance			\$ 3,005,000	2,340,000	1,375,000	390,000	-	-	-	-	-	-
TID 5 Ballpark Commons												
New Loans												
Principal Payments			2,055,000		510,000	10,030,000	1,525,000	1,550,000	1,730,000	1,920,000	2,030,000	2,140,000
Interest Payments			830,201	929,022	921,372	1,019,442	1,097,843	1,042,495	981,984	912,678	835,230	750,918
Total			830,201	929,022	1,431,372	11,049,442	2,622,843	2,592,495	2,711,984	2,832,678	2,865,230	2,890,918
TID5 Loan Balance			\$ 24,255,000	26,310,000	25,800,000	25,430,000	23,905,000	22,355,000	20,625,000	18,705,000	16,675,000	14,535,000
TID 6 Bear Development												
New Loans												
Principal Payments			-	-	160,000	215,000	370,000	570,000	765,000	885,000	985,000	1,125,000
Interest Payments			280,950	342,450	339,250	331,750	320,050	300,250	276,450	244,925	209,463	172,575
Total			280,950	342,450	499,250	546,750	690,050	870,250	1,041,450	1,129,925	1,194,463	1,297,575
TID4 Loan Balance			\$ 9,865,000	9,865,000	9,705,000	9,490,000	9,120,000	8,550,000	7,785,000	6,900,000	5,915,000	4,790,000
TID 7 Veno Village - including Interfund Advance												
New Loans												
Principal Payments			-	-	-	-	-	100,000	265,000	270,000	275,000	3,015,000
Interest Payments			298,301	298,301	298,301	298,301	298,301	298,301	290,954	280,521	269,774	211,358
Total			298,301	298,301	298,301	298,301	298,301	398,301	555,954	550,521	544,774	3,226,356
TID4 Loan Balance			\$ 8,015,000	8,015,000	8,015,000	8,015,000	8,015,000	7,915,000	7,650,000	7,380,000	7,105,000	4,090,000
TID 8												
New Loans												
Principal Payments			-	20,000,000	-	350,000	750,000	1,000,000	1,000,000	1,100,000	1,100,000	1,200,000
Interest Payments			-	450,000	900,000	892,125	867,375	828,000	783,000	735,750	686,250	634,500
Total			-	450,000	900,000	1,242,125	1,617,375	1,828,000	1,783,000	1,835,750	1,786,250	1,834,500
TID6 Loan Balance			-	20,000,000	20,000,000	19,650,000	18,900,000	17,900,000	16,900,000	15,800,000	14,700,000	13,500,000

**Debt Service Tax Levy to Total Tax Levy
Budget Year 2018**

2018 TAX LEVY						
CITY	DEBT SERVICE	TOTAL	% DEBT SVC TO TOTAL	TID Tax Levy	Total Tax Levy	PCT Debt Service & TID to Total Levy
APPLETON	5,241,380	42,425,098	12.4%	4,376,517	46,801,615	20.6%
BELOIT	4,850,000	15,043,527	32.2%	8,299,896	23,343,423	56.3%
BROOKFIELD	4,100,000	38,001,000	10.8%	2,882,403	40,883,403	17.1%
EAU CLAIRE	4,074,060	40,061,181	10.2%	4,074,060	44,135,241	18.5%
FOND DU LAC	7,705,067	26,164,517	29.4%	2,573,160	28,737,677	35.8%
FRANKLIN	1,300,000	21,027,849	6.2%	2,471,104	23,498,953	16.0%
GREEN BAY	9,174,100	53,734,186	17.1%	8,084,172	61,818,358	27.9%
GREENFIELD	4,316,095	24,173,612	17.9%	1,788,243	25,961,855	23.5%
JANESVILLE	8,993,651	35,489,610	25.3%	6,126,582	41,616,192	36.3%
KENOSHA	11,885,544	64,647,831	18.4%	20,447,798	85,095,629	38.0%
LA CROSSE	7,000,000	34,447,486	20.3%	12,140,298	46,587,784	41.1%
MANITOWOC	6,086,014	15,327,782	39.7%	2,735,353	18,063,135	48.8%
MENOMONEE FALLS	2,357,000	23,513,000	10.0%	6,412,929	29,925,929	29.3%
NEW BERLIN	7,090,100	25,550,392	27.7%	-	25,550,392	27.7%
OAK CREEK	850,000	20,261,131	4.2%	3,297,056	23,558,187	17.6%
OSHKOSH	11,166,600	37,861,700	29.5%	7,294,767	45,156,467	40.9%
RACINE	17,404,776	54,322,250	32.0%	2,897,461	57,219,711	35.5%
SHEBOYGAN	3,196,889	23,324,477	13.7%	3,388,756	26,713,233	24.7%
SUN PRAIRIE	6,460,924	22,173,272	29.1%	3,240,566	25,413,838	38.2%
WAUKESHA	14,110,288	61,419,460	23.0%	5,485,490	66,904,950	29.3%
WAUSAU	4,123,000	24,462,367	16.9%	6,939,977	31,402,344	35.2%
WAUWATOSA	4,783,725	41,946,785	11.4%	6,512,213	48,458,998	23.3%
WEST ALLIS	3,920,432	41,173,414	9.5%	2,777,255	43,950,669	15.2%
WEST BEND	2,971,253	19,294,911	15.4%	4,100,089	23,395,000	30.2%
Total	153,160,898	805,846,838		128,346,145		
Average	6,381,704		19.3%			30.3%
Median	5,045,690		17.5%			29.3%
Lowest	850,000		4.2%			15.2%
Highest	17,404,776		39.7%			56.3%

Total Levy and TID Levy from 2017 Statement of Taxes on WI DOR web site

Debt Service levy pulled from Budget Book on City web site

L:\41803 VOL1 Finance\MISC\2018 Municipality Tax Levy Comparisons.xlsx]Sheet1

**Debt Service Tax Levy to Total Tax Levy
Budget Year 2018**

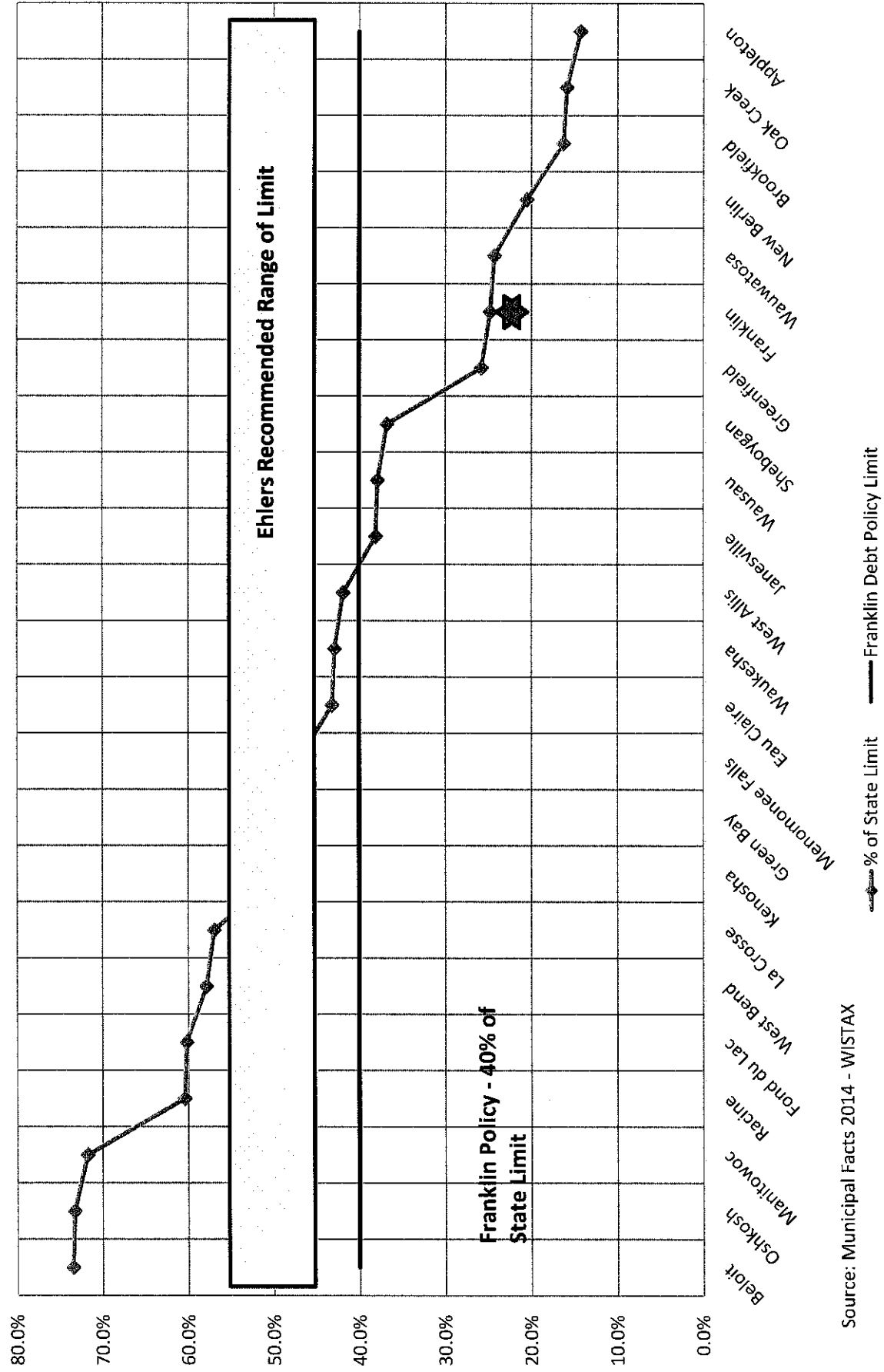
2018 TAX LEVY						
CITY	DEBT SERVICE	TOTAL	% DEBT SVC TO TOTAL	TID Tax Levy	Total Tax Levy	PCT Debt Service & TID to Total Levy
OAK CREEK	850,000	20,261,131	4.2%	3,297,056	23,558,187	17.6%
FRANKLIN	1,300,000	21,027,849	6.2%	2,471,104	23,498,953	16.0%
WEST ALLIS	3,920,432	41,173,414	9.5%	2,777,255	43,950,669	15.2%
MENOMONEE FALLS	2,357,000	23,513,000	10.0%	6,412,929	29,925,929	29.3%
EAU CLAIRE	4,074,060	40,061,181	10.2%	4,074,060	44,135,241	18.5%
BROOKFIELD	4,100,000	38,001,000	10.8%	2,882,403	40,883,403	17.1%
WAUWATOSA	4,783,725	41,946,785	11.4%	6,512,213	48,458,998	23.3%
APPLETON	5,241,380	42,425,098	12.4%	4,376,517	46,801,615	20.6%
SHEBOYGAN	3,196,889	23,324,477	13.7%	3,388,756	26,713,233	24.7%
WEST BEND	2,971,253	19,294,911	15.4%	4,100,089	23,395,000	30.2%
WAUSAU	4,123,000	24,462,367	16.9%	6,939,977	31,402,344	35.2%
GREEN BAY	9,174,100	53,734,186	17.1%	8,084,172	61,818,358	27.9%
GREENFIELD	4,316,095	24,173,612	17.9%	1,788,243	25,961,855	23.5%
KENOSHA	11,885,544	64,647,831	18.4%	20,447,798	85,095,629	38.0%
LA CROSSE	7,000,000	34,447,486	20.3%	12,140,298	46,587,784	41.1%
WAUKESHA	14,110,288	61,419,460	23.0%	5,485,490	66,904,950	29.3%
JANESVILLE	8,993,651	35,489,610	25.3%	6,126,582	41,616,192	36.3%
NEW BERLIN	7,090,100	25,550,392	27.7%	-	25,550,392	27.7%
SUN PRAIRIE	6,460,924	22,173,272	29.1%	3,240,566	25,413,838	38.2%
FOND DU LAC	7,705,067	26,164,517	29.4%	2,573,160	28,737,677	35.8%
OSHKOSH	11,166,600	37,861,700	29.5%	7,294,767	45,156,467	40.9%
RACINE	17,404,776	54,322,250	32.0%	2,897,461	57,219,711	35.5%
BELOIT	4,850,000	15,043,527	32.2%	8,299,896	23,343,423	56.3%
MANITOWOC	6,086,014	15,327,782	39.7%	2,735,353	18,063,135	48.8%
Total	153,160,898	805,846,838		128,346,145		
Average	6,381,704		19.3%			30.3%
Median	5,045,690		17.5%			29.3%
Lowest	850,000		4.2%			15.2%
Highest	17,404,776		39.7%			56.3%

Total Levy and TID Levy from 2017 Statement of Taxes on WI DOR web site

Debt Service levy pulled from Budget Book on City web site

L:\41803 VOL1 Finance\MISC\2018 Municipality Tax Levy Comparisons.xlsx]Sheet1

General Obligation Debt % of State Limit - 2012



Source: Municipal Facts 2014 - WISTAX

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 6, 2019
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute a Second Amendment to Tax Incremental District No. 5 Development Agreement Between the City of Franklin and BPC Master Developer, LLC (Developer), Ballpark Commons – Franklin, Wisconsin (Project). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Second Amendment to Tax Incremental District No. 5 Development Agreement Between the City of Franklin and BPC Master Developer, LLC (Developer), the negotiation of the Amendment to Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER <i>G. 27.</i>

Attached is a draft amendment to development agreement which at the time of this writing remains under review and negotiation by the developer and consultants and City staff and consultants. Also attached is a draft Resolution.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Second Amendment to Tax Incremental District No. 5 Development Agreement Between the City of Franklin and BPC Master Developer, LLC (Developer), the negotiation of the Amendment to Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

**SECOND AMENDMENT TO TAX INCREMENTAL DISTRICT NO. 5
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
BPC MASTER DEVELOPER, LLC (Developer)**

BALLPARK COMMONS – FRANKLIN, WISCONSIN (Project)

THIS SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT (the “Amendment”) is entered into as of August ____, 2019, by and between **BPC MASTER DEVELOPER, LLC**, a Wisconsin limited liability company (“Developer”) and the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation (“City”).

RECITALS

City and Developer acknowledge the following:

A. Pursuant to Wis. Stat. § 66.1105 (the “Tax Increment Law”), the City adopted a plan for redevelopment (the “Project Plan”) within Tax Increment District No. 5 in the City of Franklin, Wisconsin (the “District”).

B. The Project Plan and District were approved in September, 2016, and the Planned Development District was approved in April, 2016 (collectively, and as amended from time to time, the “Master Development Plan”).

C. The City and Developer executed a Development Agreement dated February 19, 2018 with regard to the District, which was amended by that certain First Amendment dated [December __, 2018] (collectively, the “Agreement”).

D. Developer has begun constructing a mixed-use development consisting of a stadium, sports village, senior housing, restaurants, retail buildings, a hotel and offices.

E. The City and the Developer desire to amend the Agreement to, among other things, expand the Project to include senior housing, but to exclude apartments from the District and the Project.

F. The District’s boundaries have been expanded to include additional real property depicted as “TIF 5 Amendment” on the attached **Exhibit A**.

G. The City and the Developer desire to amend the Agreement to, among other things, acknowledge the inclusion of certain real property depicted as “TIF 7” on **Exhibit A** attached hereto (the “Apartment Land”), formally located within the District, into a new Tax Increment District No. 7 (the “Blight District”). The Tax Increment associated with the Apartment Land as of January 1, 2019 will stay within the District, but thereafter the Apartment Land’s Tax Increment within the District shall be fixed at its January 1, 2019 value. All new Tax Increment related to the Apartment Land created after January 1, 2019 will be included in the Blight District.

H. The City and the Developer desire to amend the Agreement to, among other things, provide the Developer with Additional Funds (as hereinafter defined) for the completion of the TIF Improvements associated with the Project and associated with improvements within the Blight District.

I. The development of the Project would not occur without the financial participation of the City as set forth in this Amendment.

J. The City, pursuant to Common Council action dated [____], 2019, has approved this Amendment and authorized its execution by the proper City officials on the City's behalf.

K. Developer has approved this Amendment and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

1. Recitals. The terms and provisions of the above recitals are hereby incorporated by reference. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.

2. Excess Costs. Attached hereto as **Exhibit B** is a breakdown of the remaining TIF Improvements that are underway and the TIF Improvement Budget and are subject to lien rights under state law or by contract, including the lienable hard costs and soft items to complete each line item. The cost of the TIF Improvements associated with the Project have exceeded the initial TIF Improvement Budget. As provided in the Agreement, the Developer is responsible for funding all the costs of the TIF Improvements over and above the TIF Improvement Budget (including hard and soft costs, and referred to herein as the "Excess Costs"). However, the City has agreed to provide additional funding for the TIF Improvements not to exceed Five Million Two Hundred Thousand and No/100 Dollars in accordance with this Amendment in exchange for Developer's covenants contained herein and in exchange for the covenants contained in the District 7 Agreement, as hereinafter defined. As used herein, the term "Remaining TIF Improvements" means those certain TIF Improvements which are listed in the attached **Exhibit B**, which Developer represents and warrants is a true and complete list of the TIF Improvements which are not yet complete as of June 6, 2019, including but not limited to TIF Improvements which will be located within the Blight District. Developer also represents and warrants that the information contained in **Exhibit B** is true and correct as of July 31, 2019 and that **Exhibit B** includes, to the best of Borrower's knowledge, all of the lienable work associated with TIF Improvements.

3. Remaining TIF Improvements. The Remaining TIF Improvements are "TIF Improvements," as defined by the Agreement. The Developer hereby agrees to promptly undertake the completion of the Remaining TIF Improvements. As is more fully provided for below, the City agrees to make up to a maximum amount of Five Million Two Hundred Thousand and NO/100 Dollars (\$5,200,000) available to the Developer to complete the Remaining TIF

Improvements, which may include construction, labor and materials, design, architect, construction/project management and engineering fees and costs ("Additional Funds"). Additional Funds may not be used to pay development fees (whether paid to Developer, its affiliates or other third parties) or legal fees. The obligation of the City to pay Additional Funds associated with completion of the Remaining TIF Improvements, requires that Developer satisfy the conditions in Section 8. Notwithstanding anything contained herein to the contrary and subject to the City's obligations hereunder, the Developer remains solely responsible for the completion of the TIF Improvements and the Excess Costs.

4. Updated Project Phases. The Developer and the City hereby agree to the updated Project phases and schedule with Exhibit A-1 attached hereto which hereby replaces Exhibit A-1 to the Agreement in its entirety. Notwithstanding anything contained in the Agreement to the contrary, Developer agrees to promptly notify the City in writing in the event that Developer reasonably anticipates that it will be unable to satisfy the Commencement Dates and Completion Dates set forth in Exhibit A-1.

5. Updated Project Increment. The Developer hereby re-affirms the commitment to create the new assessed value in the District. In light of the creation of the Blight District and the updated Project phases in Exhibit A-1, the first sentence of Article I.B. of the Agreement shall be replaced in its entirety with: "Developer agrees to create at least (i) Twenty Million Dollars (\$20,000,000) of new assessed value as the result of the construction of the Project on or before January 1, 2019, (ii) Fifty Million Dollars (\$50,000,000.00) of new assessed value as a result of the construction of the Project on or before January 1, 2020, (iii) Ninety-Four Million (\$94,000,000.00) of new assessed value as a result of construction of the Project on or before January 1, 2021, (iv) One Hundred Twelve Million Dollars (\$112,000,000.00) of new assessed value as a result of the Project on or before January 1, 2023, and to maintain such assessed values until the GO Bonds have been paid in full or defeased." [By signing below, Guarantor acknowledges and agrees that in the event of a violation of the foregoing covenant, the City may demand that Developer or Michael E. Zimmerman pay any shortfall on the regularly scheduled principal and interest payments on the GO Bonds caused by such violation in accordance with the terms of the Agreement and the Guaranty.

6. Removal of Certain Apartment Increment from the District. Developer agrees that the Tax Increment created on the Apartment Land after January 1, 2019 shall be removed from the District and transferred to the Blight District. Therefore, the contemplated apartments to be built on the Apartment Land in the Blight District and their associated Tax Increment created after January 1, 2019 shall no longer be a part of the Project nor the District. The City and Developer agree that, however, that the senior housing built within the District is considered part of the Project. Attached hereto as Exhibit C is an undated Schedule showing the anticipated revenue and expenses from the Project which hereby replaces Exhibit C to the Agreement in its entirety.

7. Additional GO Bonds. The City agrees that, upon satisfaction of the conditions in Section 8 below, the City will provide the Developer with an additional Five Million Two Hundred Thousand and No/100 Dollars (\$5,200,000.00) in Additional Funds for completion of the Remaining TIF Improvements. The Developer acknowledges and agrees that Three Million Two Hundred Thousand and No/100 US Dollars (\$3,200,000.00) of the Additional Funds are being provided on the basis of Tax Increment from TID 5 (the "TID 5 Additional Funds") and the

remaining Two Million and No/100 US Dollars (\$2,000,000.00) (the "TID 7 Additional Funds") of the Additional Funds are being provided on the basis of Tax Increment in District 7 pursuant to a separate Development Agreement by and between the City and Mandel Group, Inc. (the "District 7 Agreement"). The TID 5 Additional Funds will be raised using general obligation bonds and the definition of "GO Bonds" as contained in this Amendment and the Agreement shall include any and all bonds issued, re-issued or refinanced by the City as part of the TID 5 Additional Funds. The Additional Funds may only be spent on eligible Project costs that comply with the Tax Increment Law and this Agreement. In particular, Developer hereby covenants and agrees to spend TID 7 Additional Funds on Remaining TIF Improvements either within District 7 or within ½ mile of District 7 as required by Wis. Stat. §66.1105(2)(f)(1)(m) ("Eligible TID 7 Project Costs"). Subject to Developer's satisfaction or the City's waiver of the conditions set forth in Section 8 below, the Additional Funds will be made available to Developer no later than November 1, 2019. The Additional Funds are considered part of the Project Costs.

8. Disbursement. The City and Developer agree that as of August 1, 2019, [\$600,000] of the City's original GO Bonds (not counting the Additional Funds) remain to be disbursed. The Additional Funds shall be disbursed to Developer through the Disbursing Agreement established under the Agreement. The City's obligation to provide the Developer with the Additional Funds to pay Excess Costs are conditioned upon all of the following:

A. *GMP Contract.* The Developer shall have provided the City with Guaranteed maximum price contract(s) ("GMPs") (with final engineering drawings for the Remaining TIF Improvements, to the reasonable satisfaction of the City. Except for City requested changes to the Approved Plans, any change orders or costs resulting in GMPs in excess of the amounts set forth in Exhibit B shall be considered additional Excess Costs that shall be solely the responsibility of the Developer to fund.

B. *Proof of Funds to Complete.* The Developer shall, in support of a request for Additional Funds provide:

(i) evidence, to the City's reasonable satisfaction, that all the TIF Improvements have been substantially completed; and

(ii) reasonable evidence of the lien free completion of all the TIF Improvements to be paid with the Additional Funds including final lien waivers from all contractors working on the TIF Improvements, including but not limited to those receiving the Additional Funds other than street lights and shared parking associated with the performance village.

C. *Proof of Project Ready Incremental Development.* With respect to the TID 5 Additional Funds only, the Developer shall have provided the City with evidence that a golf driving range facility (the "LUXE") (and an approximately 11,000 square foot medical office and outpatient building (the "MOSH") (are ready for development, meaning Developer has been issued building permits for such projects to evidence that that these projects are proceeding.

D. The City's inspecting engineer or architects shall have reasonably approved the disbursements. There shall be no event of default under the District 7 Agreement.

The City's obligation to provide the Developer with the TID 5 Additional Funds is

conditioned upon satisfaction of all of the items 8A, 8B, 8C and 8D above.

The City's obligation to provide the Developer with the TID 7 Additional Funds is conditioned upon satisfaction of all of the items 8A, 8B and 8D above and a building permit shall have been pulled for the construction of the apartments on the Apartment Land; provided, however, that in no event shall the TID 7 Additional Funds be disbursed to Developer prior to September 1, 2019.

The Developer shall be solely responsible for the payment of any amounts in excess of original GO Bond amounts and Additional Funds to be disbursed necessary to complete the TIF Improvements. Furthermore, in the event Developer fails to satisfy the conditions set forth in this Section 8, then Developer shall be solely responsible for the costs of the Remaining TIF Improvements until such conditions are satisfied.

9. Developer Guaranty and Collateral. Attached hereto as Exhibit C shows the anticipated schedule showing all principal and interest payments due on the GO Bonds (excluding the GO Bonds associated with the Additional Funds) as of the date of this Amendment (the "Current Payment Schedule"). Exhibit C shows the underwriting for this Amendment, including the anticipated schedule showing all principal and interest payments due on the GO Bonds (including the TID 5 Additional Funds). In the event the Project does not generate sufficient Tax Increment to reimburse the City for required payments due under GO Bonds (the "Shortfall"), the Developer and Michael E. Zimmerman's (the "Guarantor") hereby re-affirm their covenants in the Agreement and the Continuing Guaranty (Unlimited) dated February 17, 2019 (the "Guaranty") respectively, to pay a Shortfall on the regularly scheduled principal and interest payments on the GO Bonds shown on Exhibit C to the extent required under such Guaranty. In the event that Developer or Guarantor make any Shortfall payments, then notwithstanding anything to the contrary contained in the Development Agreement, as long as there is a reserve of at least One million seven hundred thousand dollars (\$1,700,000), Tax Increments after payment of the City's GO Bonds be agreed to, shall be used to reimburse Developer and/or Guarantor for such Shortfall pays in the following order, until such Shortfall has been fully reimbursed: immediately after payment of the TIF Administrative Fee and immediately before any payment toward the Reserve.

10. Second Mortgage. The City Mortgage provided for in Article I.F. of the Agreement shall be released upon execution of the District 7 Agreement.

11. PILOT. The City has determined that the real property listed in Exhibit E (the "Stadium Property")¹ and/or its associated buildings and improvements, are exempt from ad valorem property taxes. The Developer will be requesting that the real property listed in Exhibit E-1 (the "Landfill Property")² and/or its associated buildings and improvements, also be exempt from ad valorem property taxes. Developer agrees to enter into a PILOT agreement making any exempt property in the District, but not in the Blight District, whether determined as exempt currently or in the future, subject to a PILOT agreement. The PILOT agreement shall specify a payment in lieu of taxes based on a value of \$840,000 for the Landfill Property and \$3,800,000 for

¹ Exhibit needed

² Exhibit needed but \$9,700.00 per acre is agreed.

the Stadium Property, subject to annual increases equal to the annual **[percentage increase in the City's ad valorem taxes]**[percentage value increase in revalued assessed property] during such calendar year. The PILOT agreement shall continue in perpetuity as long as the subject properties remain exempt but shall provide that at the end of the District's life, as may be extended, then all taxing jurisdictions, including but not limited to Milwaukee County, shall commence receiving their legal share of ad valorem taxes which would have been levied upon and received from such property in the event the property was not exempt. Notwithstanding anything in the Tax Increment Law to the contrary, Developer, its successors and assigns agrees that any PILOT payments made in the District shall be considered "Tax Increment" as defined herein and in the Tax Increment Law for purposes of this Agreement. Therefore, all PILOT payments in the District shall be deposited by the City into the TID No. 5 fund used by the City to pay for Project Costs in the District. The Developer may contest, in good faith, the assessed value of any portion of the Property in accordance with Article III of the Development with the Shortfall based on the new the values set forth in Section 5 above.

12. Claims. Upon completion of the Remaining TIF Improvements, the Developer agrees to investigate any claims it may have against its contractors, engineers, architects or subcontractors for the cost overruns associated with the TIF Improvements, over and above the TIF Improvement Budget, be they claims in contract or tort (for negligence or otherwise) ("Claims"). Developer agrees to use commercially reasonable efforts to recover any of the Additional Funds advanced by the City to pay for the Remaining TIF Improvements directly attributable to such Claims and hereby agrees to assign to the City any moneys directly attributable to such Claims recovered from its contractors, engineers, architects or subcontractors, less the costs of collection, in accordance with this Section 12. City agrees to provide its full cooperation, or upon the written request of the City, the Developer agrees to assign any such Claims, to the extent assignable, to the City, in which case the City may pursue such claim on the Developer's behalf and with the full cooperation of the Developer.

13. Miscellaneous.

A. Exhibit F to the Agreement is hereby replaced with the attached Exhibit A.

B. A Memorandum of this Amendment shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin in a form in substantial conformance with the attached Exhibit D.

C. Exhibit H to the Agreement is attached hereto as Exhibit H.

D. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, pdf. or faxed form and the parties adopt any signatures received by electronic delivery or a receiving fax machine as original signatures of the parties.

E. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

F. Except as specifically modified or amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

G. The parties represent that the execution of this Amendment has been properly authorized and that the persons signing this Amendment have been properly authorized to sign this Amendment on behalf of the parties.

H. All exhibits referenced herein are incorporated herein by reference.

I. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor employed by Developer, its successors and/or assigns and/or owners of the Property, in the construction of the Project.

J. Initially capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, this Amendment is executed as of the date first above written.

DEVELOPER:

BPC Master Developer, LLC

By: BPC Master Developer Manager, LLC,
Its Manager

By: _____
Michael E. Zimmerman, Manager

Date: _____

The undersigned hereby executes this Agreement in his individual capacity as Guarantor under that certain Continuing Guaranty (Unlimited) dated February 17, 2018, and hereby affirms that said Guaranty applies to the Agreement as modified by this Amendment and affirms is his obligations under said guaranty are being incurred in the in the interest of his marriage and family.

Michael E. Zimmerman

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2019, the above-named Michael E. Zimmerman, the Manager of BPC Master Developer Manager, LLC, the Manager of BPC Master Developer, LLC, to me known to be the persons who executed the foregoing agreement both individually and on behalf of the BPC Master Developer, LLC and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

City of Franklin, Wisconsin

By: _____
Stephen R. Olson, Mayor

Attest: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2018, the
above-named Stephen R. Olson, Paul Rotzenberg and Sandra L. Wesolowski, Mayor, Director of
Finance and Treasurer, and City Clerk, respectively, of the City of Franklin, Wisconsin, to me
known to be the persons who executed the foregoing agreement on behalf of the City and by its
authority.

Notary Public State of Wisconsin
My commission expires: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

Approved as to appropriations:

By: _____
Paul Rotzenberg, Director of Finance and Treasurer

This instrument was drafted by:
Matthew K. Impola, Esq., Bruce A. Keyes, Esq.,
Douglas S. Buck, Esq. and Jesse A. Wesolowski, Esq.

EXHIBIT A

EXHIBIT A-1

Updated Project Schedule

EXHIBIT B

UPDATED BUDGET

DRAFT NEED VERIFICATION

EXHIBIT C

TID 5 UPDATED CASH FLOW

EXHIBIT D

MEMORANDUM OF AMENDMENT

EXHIBIT E

LIST OF EXEMPT PROPERTIES

The Baseball Stadium Property
Part of Tax Key 744-1003-000

EXHIBIT E-1

LIST OF PROPERTIES TO BE REQUESTED TO BE EXEMPT

The Rock (Landfill)
Part of Tax Key 744-1003-000

EXHIBIT H
CONTINGENT PAYMENT

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 8/2/19

RESOLUTION NO. 2019-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SECOND
AMENDMENT TO TAX INCREMENTAL DISTRICT NO. 5 DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF FRANKLIN AND BPC MASTER
DEVELOPER, LLC (DEVELOPER)
BALLPARK COMMONS – FRANKLIN, WISCONSIN (PROJECT)

WHEREAS, Developer has begun constructing a mixed-use development consisting of a stadium, sports village, senior housing, restaurants, retail buildings, a hotel and offices, and consistent with the Project Plan for the Territory & Project Plan Amendment of Tax Incremental District No. 5 previously approved by the Common Council and the Joint Review Board, the Developer plans within the expanded boundaries to include senior housing, but to exclude apartments and the increment upon such apartments development land shall be fixed at its January 1, 2019 value and thereafter accrue to a new Tax Incremental District No. 7 (the “Blight District”); and

WHEREAS, the City desires to encourage economic development, eliminate blight, expand its tax base and create new jobs within the City, the District and upon the Property, and the City finds that the development of the Project and the fulfillment of the terms and conditions of the Development Agreement and a Second Amendment to the Development Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Second Amendment to Tax Incremental District No. 5 Development Agreement Between the City of Franklin and BPC Master Developer, LLC, [in such form and content as annexed hereto] [in such form and content as directed by the Common Council at its meeting on August 6, 2019] [in such form and content as annexed hereto, with the changes as directed by the Common Council at its meeting on August 6, 2019], [subject to technical and/or minor changes which may be approved by the Economic Development Director, the Director of Finance and Treasurer, Special Counsel and the City Attorney], be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, the Director of Finance and Treasurer and the City Clerk be and the same are hereby authorized to execute and deliver the Second Amendment to Tax Incremental District No. 5 Development Agreement.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a Memorandum of Amendment in a form in substantial conformance with [Exhibit D] of the Second Amendment to Tax Incremental District No. 5 Development Agreement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

RESOLUTION NO. 2019-_____

Page 2

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>slw PR</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/6/19
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>H.</i>

Attached are vouchers dated July 12, 2019 through August 1, 2019 Nos. 174464 through Nos. 174924 in the amount of \$ 5,479,873.71. Included in this listing are EFT's Nos. 4069 through Nos. 4083, Library vouchers totaling \$ 22,398.62, Tourism vouchers totaling \$ 11,047.65 and Water Utility vouchers totaling \$ 122,882.25. Voided check in the amount of \$ (924.00) are separately listed.

Vouchers approved at the Council meeting dated July 16, 2019 that are included in this distribution.

Dorner Inc	Rawson Drainage	\$378,158.56
General Fire Equip	Squad Equip Installation	\$7,079.65
Geographic Mkting	Jun'19 GIS	\$9,776.87
The Hartford	LTD Premium	\$8,522.64
Lakeside Eng	S 68 th -Loomis-Puetz	\$15,404.45
MADACC	3QTR19 Operating Exp	\$6,866.77
Paragon Dev System	Computers	\$7,140.00
Quarles & Brady	Ballpark Commons Prof'l Svcs	\$5,617.50
Quorum Architects	Roof, HVAC & Fascia	\$21,701.50
R&R Insurance	LWMMI / Workers Comp	\$57,686.00
Tyler Technologies	Assessor Maintenance / Services	\$16,160.00
TOTAL		\$534,113.94

Early release disbursements dated July 12, 2019 through July 31, 2019 in the amount of \$ 1,891,371.93 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated July 19, 2019 is \$ 405,646.19 previously estimated at \$ 417,000.00. Payroll deductions dated July 9, 2019 are \$ 420,320.74 previously estimated at \$ 416,000.00.

The net payroll dated August 2, 2019 is \$ 377,885.15 previously estimated at \$ 384,000.00. Payroll deductions dated August 2, 2019 are \$ 203,045.43 previously estimated at \$ 210,000.00.

The estimated payroll for August 16, 2019 is \$ 384,000.00 with estimated deductions and matching payments of \$ 410,000.00.

Attached is a list of property tax investments EFT Nos. 274 dated July 12, 2019 through August 1, 2019 in the amount of \$9,000,000.00. These payments have been released as authorized under Resolution 2013-6920.

Approval to release payment to Wrayburn Consulting for various project consulting for the Planning Department in the amount of \$ 2,520.00 once it has been approved for payment.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of August 1, 2019 in the amount of \$ 5,479,873.71 and
- Payroll dated July 19, 2019 in the amount of \$ 405,646.19 and payments of the various payroll deductions in the amount of \$ 420,320.74 plus City matching payments and
- Payroll dated August 2, 2019 in the amount of \$ 377,885.15 and payments of the various payroll deductions in the amount of \$ 203,045.43 plus City matching payments and
- Estimated payroll dated August 16, 2019 in the amount of \$ 384,000.00 and payments of the various payroll deductions in the amount of \$ 410,000.00, plus City matching payments and
- Property Tax investments with an ending date of July 31, 2019 in the amount of \$9,000,000.00 and
- Approval to release payment to Wrayburn Consulting in the amount of \$ 2,520.00.

ROLL CALL VOTE NEEDED

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/6/19
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER L1.

See attached listing from meeting of August 6, 2019.

COUNCIL ACTION REQUESTED



414-425-7500

**License Committee
Agenda*
Aldermen's Room
August 6, 2019 5:40 p.m.**

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2018-2019 New 5:45 p.m.	Waraxa, Aimee E 2835 S 130 th St New Berlin, WI 53151 Hideaway Pub & Eatery			
Operator 2019-2020 Renewal	Waraxa, Aimee E 2835 S 130 th St New Berlin, WI 53151 Hideaway Pub & Eatery			
Review of Class B Combination and Restaurant License 5:50 p.m.	QT Pizza LLC dba Rounding Third Pizzeria 7119 S 76 th St Susan Toetz, Agent			
Operator 2019-2020 New 5:55 p.m.	Dauenhauer, Megan E 411 W Swan Cercle #2914 Oak Creek, WI 53154 Bowery Bar & Grill			
Operator 2019-2020 New	Cullen, Heather M 4332 N 94 th St Apt 204 Wauwatosa, WI 53222 Chili's Grill & Bar			
Operator 2019-2020 New	Damask, Angela M 3260 S 7 th St Milwaukee, WI 53215 Mulligan's Irish Pub & Grill			
Operator 2019-2020 New	Elsharef, Rajab R 8906 S Pond View Dr Oak Creek, WI 53154 Walgreens #05884			
Operator 2019-2020 New	Escamilla, Justice D 3163 W Briarwood Dr Franklin, WI 53132 Pick 'n Save #6360			
Operator 2019-2020 New	Fay, Alan D 2855 S Herman St Milwaukee, WI 53207 Franklin Lions Club/St Martins Fair			
Operator 2019-2020 New	Gernhauser, Madeline A 1124 Sundance Lane Racine, WI 53402 Milwaukee Burger Company			

Operator 2019-2020 New	Grabarczyk, Gloria J 7467 S 69 th St Franklin, WI 53132 Franklin Lioness Club/St Martins Fair			
Operator 2019-2020 New	Klafka, Taylor I 4785 S 82 nd St Greenfield, WI 53220 Rawson Pub			
Operator 2019-2020 New	Kukla Lewis, Tracy 7640 S Mission Ct Franklin, WI 53132 Franklin Lioness Club/St Martins Fair			
Operator 2019-2020 New	Kuklinski, Kim T 7555 Parkview Rd #26 Greendale, WI 53129 Kwik Trip #287			
Operator 2019-2020 New	Pamela J LeHouillier 6456 W River Pointe Dr Franklin, WI 53132 Franklin Lioness Club			
Operator 2019-2020 New	Linder, David P 4007 W Acre Ave Franklin, WI 53132 Franklin Lions Club/St Martins Fair			
Operator 2019-2020 New	Nelson, Benjamin L N51W16426 Fair Oak Parkway Menomonee Falls, WI 53051 Polish Center of Wisconsin			
Temporary Class B Beer	Franklin Little League Person in Charge: Heather Herling Location: 8900 S 76 th St Date of Event: 08/10/2019			
Temporary Class B Beer	Franklin Lions Club Person in Charge: David Lindner Location: St Martin's Fair Dates of Event: 9/1/2019 to 9/2/2019			
Temporary Class B Beer	Franklin Lioness Club Person in Charge: Gloria Grabarczyk Location: St Martin's Fair Dates of Event: 9/1/2019 to 9/2/2019			
3.	Adjournment			

*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.