

<p style="text-align: center;"><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">09/17/19</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A FINAL PLAT FOR RYAN MEADOWS DEVELOPMENT (GENERALLY AT 11433 WEST RYAN ROAD) (MILLS HOTEL WYOMING, LLC, APPLICANT)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G. 9.</i></p>

City Development staff recommends approval of a resolution authorizing certain officials to accept a conservation easement for and as part of the review and approval of a Final Plat for Ryan Meadows development (generally at 11433 West Ryan Road) (Mills Hotel Wyoming, LLC, applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2019-\_\_\_\_\_, a resolution authorizing certain officials to accept a conservation easement for and as part of the review and approval of a Final Plat for Ryan Meadows development (generally at 11433 West Ryan Road) (Mills Hotel Wyoming, LLC, applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2019-\_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A  
CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND  
APPROVAL OF A FINAL PLAT FOR RYAN MEADOWS DEVELOPMENT  
(GENERALLY AT 11433 WEST RYAN ROAD)  
(MILLS HOTEL WYOMING, LLC, APPLICANT)

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WHEREAS, the Plan Commission having approved a Final Plat upon the application of Mills Hotel Wyoming, LLC, on September 5, 2019, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the wetland buffers, wetlands and mature woodlands on the site; and

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

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

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

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

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

Passed and adopted 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  
MILLS HOTEL WYOMING, LLC  
RESOLUTION NO. 2019-\_\_\_\_\_

Page 2

APPROVED:

\_\_\_\_\_  
STEPHEN R. OLSON, Mayor

ATTEST:

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

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

**CONSERVATION EASEMENT**

Ryan Meadows  
Wetland 1- Lot 84

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

WITNESSETH

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

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

WHEREAS, Grantee is a "holder", as contemplated by §700.41(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62.23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

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

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

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

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

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

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

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

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

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

To Grantor:  
Mills Hotel Wyoming, LLC  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142

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

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

Mills Hotel Wyoming, LLC

By: Mills Enterprises, LLC its Manager

\_\_\_\_\_  
Stephen C. Mills, Member

\_\_\_\_\_  
Martha L. Mills, Member

STATE OF WISCONSIN     )  
  ) ss  
COUNTY OF MILWAUKEE    )

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

Stephen C. Mills. Member, Mills Enterprises, LLC

To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said Mills Hotel Wyoming, LLC.

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

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

STATE OF WISCONSIN     )  
  ) ss  
COUNTY OF MILWAUKEE    )

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

Martha L. Mills. Member, Mills Enterprises, LLC

To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said Mills Hotel Wyoming, LLC.

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

My commission expires \_\_\_\_\_  
Company Name

**Acceptance**

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

In witness whereof, the undersigned has executed and delivered this acceptance on the \_\_\_\_\_ day of \_\_\_\_\_, A.D.20\_\_.

CITY OF FRANKLIN

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

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

STATE OF WISCONSIN     )  
  ) ss  
COUNTY OF MILWAUKEE    )

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

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

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

This instrument was drafted by the City of Franklin.

Approved as to contents:

\_\_\_\_\_  
Joel Dietl, Planning Manager  
Department of City Development

\_\_\_\_\_  
Date

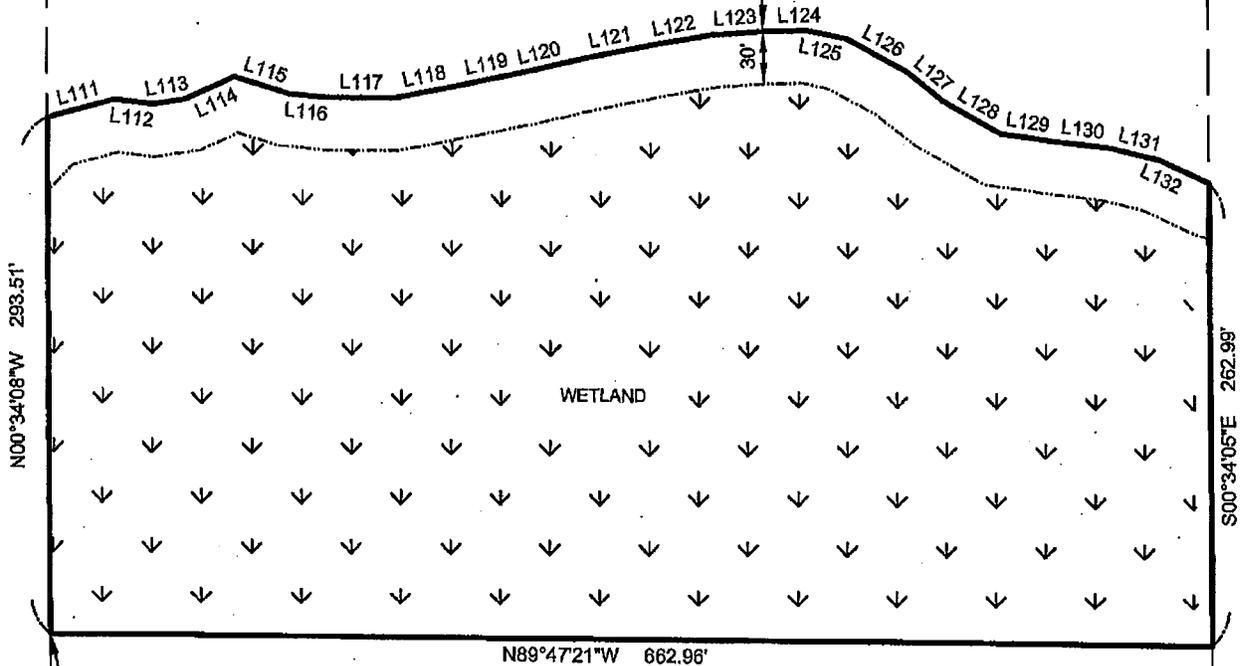
Approved as to form only:

\_\_\_\_\_  
Jesse A. Wesolowski  
City Attorney

\_\_\_\_\_  
Date

84  
1,047,796 SF

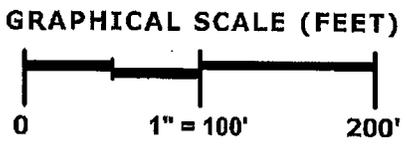
CONSERVATION EASEMENT  
207250 SQ. FT.  
4.7578 ACRES



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

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L111	N75°22'21"E	40.40'
L112	S83°24'58"E	21.93'
L113	N81°01'31"E	18.61'
L114	N64°22'19"E	30.43'
L115	S72°48'48"E	32.35'
L116	S84°45'14"E	22.54'
L117	N89°55'05"E	38.26'
L118	N78°42'05"E	37.30'
L119	N78°13'06"E	35.29'
L120	N76°36'18"E	38.39'
L121	N78°25'24"E	41.52'
L122	N80°05'35"E	31.34'
L123	N86°06'12"E	29.02'
L124	N88°33'35"E	25.66'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L125	S78°35'50"E	23.05'
L126	S61°51'16"E	38.77'
L127	S51°40'09"E	26.52'
L128	S60°48'43"E	38.20'
L129	S82°18'03"E	29.41'
L130	S83°46'43"E	33.83'
L131	S76°59'19"E	29.21'
L132	S65°37'25"E	30.93'



SHEET 1 OF 2

**LEGAL DESCRIPTION:**

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

Beginning at the southwest corner of said Lot 84; thence North 00°34'08" West along the west line of said Lot 84, 293.51 feet; thence North 75°22'21" East, 40.40 feet; thence South 83°24'58" East, 21.93 feet; thence North 81°01'31" East, 18.61 feet; thence North 64°22'19" East, 30.43 feet; thence South 72°46'48" East, 32.35 feet; thence South 84°45'14" East, 22.54 feet; thence North 89°55'05" East, 38.26 feet; thence North 78°42'05" East, 37.30 feet; thence North 78°13'06" East, 35.29 feet; thence North 76°36'18" East, 38.39 feet; thence North 78°25'24" East, 41.52 feet; thence North 80°05'35" East, 31.34 feet; thence North 86°06'12" East, 29.02 feet; thence North 88°33'35" East, 25.66 feet; thence South 78°35'50" East, 23.05 feet; thence South 61°51'16" East, 38.77 feet; thence South 51°40'09" East, 26.52 feet; thence South 60°48'43" East, 38.20 feet; thence South 82°18'03" East, 29.41 feet; thence South 83°46'43" East, 33.83 feet; thence South 76°59'19" East, 29.21 feet; thence South 65°37'25" East, 30.93 feet to the east line of said Lot 84; thence South 00°34'05" East, 262.99 feet to the south line of said Lot 84; thence North 89°47'21" West, 662.96 feet to the Point of Beginning.

SHEET 2 OF 2

**CONSERVATION EASEMENT**

**PINNACLE ENGINEERING GROUP**

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

WWW.PINNACLE-ENGR.COM

08/22/19

PLAN | DESIGN | DELIVER

PEG JOB#809.20

CONSERVATION EASEMENT

Ryan Meadows  
Wetland 1- Lot 84 & Outlot 3

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

WITNESSETH

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

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

WHEREAS, Grantee is a "holder", as contemplated by §700.41(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62.23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

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

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

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

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

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

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

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

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

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

To Grantor:  
Mills Hotel Wyoming, LLC  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142

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

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

Mills Hotel Wyoming, LLC

By: Mills Enterprises, LLC its Manager

\_\_\_\_\_  
Stephen C. Mills, Member

\_\_\_\_\_  
Martha L. Mills, Member

STATE OF WISCONSIN        )  
  ) ss  
COUNTY OF MILWAUKEE    )

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

Stephen C. Mills. Member, Mills Enterprises, LLC

To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said Mills Hotel Wyoming, LLC.

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

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

STATE OF WISCONSIN        )  
  ) ss  
COUNTY OF MILWAUKEE    )

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

Martha L. Mills. Member, Mills Enterprises, LLC

To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said Mills Hotel Wyoming, LLC.

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

My commission expires \_\_\_\_\_  
Company Name

**Acceptance**

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

In witness whereof, the undersigned has executed and delivered this acceptance on the \_\_\_\_ day of \_\_\_\_\_, A.D.20\_\_.

CITY OF FRANKLIN

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

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

STATE OF WISCONSIN        )  
  ) ss  
COUNTY OF MILWAUKEE    )

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

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

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

This instrument was drafted by the City of Franklin.

Approved as to contents:

\_\_\_\_\_  
Joel Dietsl, Planning Manager  
Department of City Development

\_\_\_\_\_  
Date

Approved as to form only:

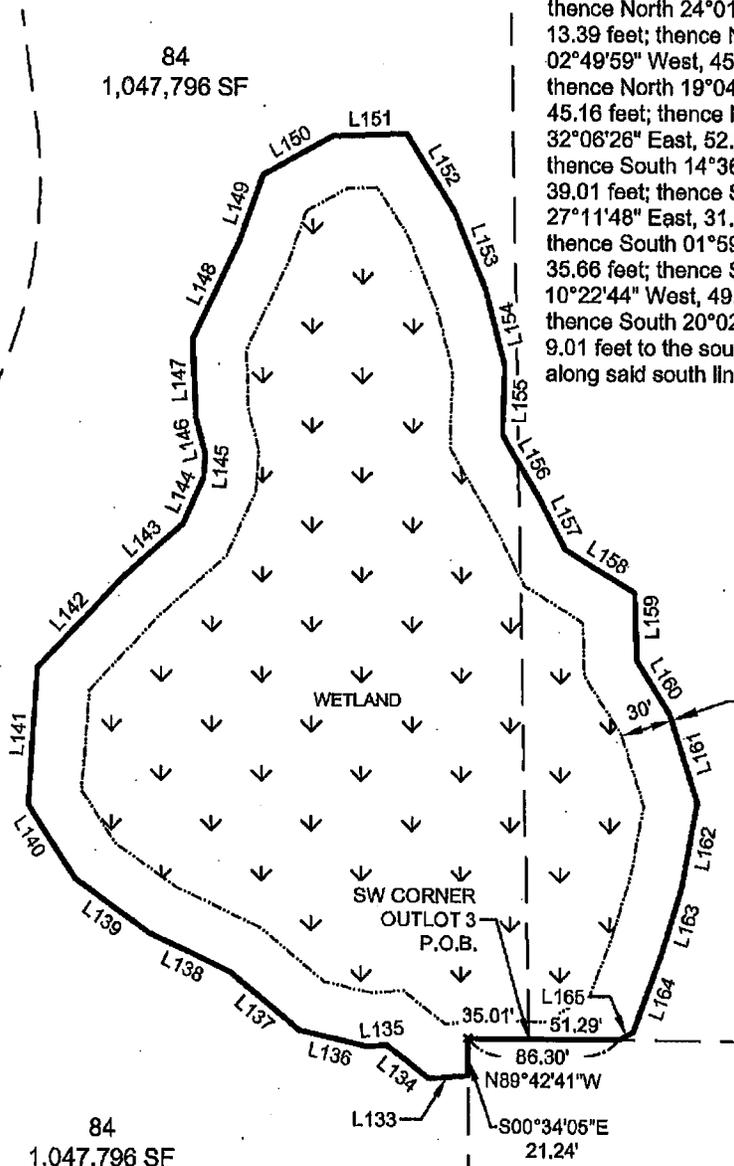
\_\_\_\_\_  
Jesse A. Wesolowski  
City Attorney

\_\_\_\_\_  
Date

**LEGAL DESCRIPTION:**

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

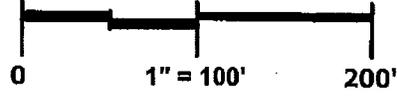
Beginning at the southwest corner of said Outlot 3; thence North 89°42'41" West along the south line of said Lot 84, 35.01 feet; thence South 00°34'05" East along the east line of said Lot 84, 21.24 feet; thence South 85°51'26" West, 22.70 feet; thence North 52°02'25" West, 30.32 feet; thence South 85°12'42" West, 10.31 feet; thence North 76°55'48" West, 39.91 feet; thence North 49°54'31" West, 50.79 feet; thence North 64°32'14" West, 51.54 feet; thence North 54°16'58" West, 51.58 feet; thence North 32°49'08" West, 50.00 feet; thence North 03°52'01" East, 77.90 feet; thence North 43°11'30" East, 71.13 feet; thence North 47°54'45" East, 45.57 feet; thence North 24°01'30" East, 28.62 feet; thence North 03°26'47" East, 13.39 feet; thence North 14°43'41" West, 20.77 feet; thence North 02°49'59" West, 45.18 feet; thence North 25°21'49" East, 61.79 feet; thence North 19°04'30" East, 40.49 feet; thence North 60°46'28" East, 45.16 feet; thence North 88°06'54" East, 41.26 feet; thence South 32°06'26" East, 52.93 feet; thence South 21°57'55" East, 46.84 feet; thence South 14°36'57" East, 44.77 feet; thence South 01°56'25" West, 39.01 feet; thence South 30°20'37" East, 42.52 feet; thence South 27°11'48" East, 31.77 feet; thence South 58°14'57" East, 46.72 feet; thence South 01°59'46" East, 38.25 feet; thence South 31°43'54" East, 35.66 feet; thence South 17°35'47" East, 53.07 feet; thence South 10°22'44" West, 49.03 feet; thence South 17°08'13" West, 38.83 feet; thence South 20°02'47" West, 47.54 feet; thence South 60°15'57" West, 9.01 feet to the south line of Outlot 3; thence North 89°42'41" West along said south line, 51.29 feet to the Point of Beginning.



OUTLOT 3  
965,123 SF

CONSERVATION EASEMENT  
124,867 SQ. FT.  
2.8666 ACRES

GRAPHICAL SCALE (FEET)



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

PARCEL 1  
C.S.M. NO. 975

SHEET 1 OF 2

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L133	S85°51'26"W	22.70'
L134	N52°02'25"W	30.32'
L135	S85°12'42"W	10.31'
L136	N76°55'48"W	39.91'
L137	N49°54'31"W	50.79'
L138	N64°32'14"W	51.54'
L139	N54°16'58"W	51.58'
L140	N32°49'08"W	50.00'
L141	N03°52'01"E	77.90'
L142	N43°11'30"E	71.13'
L143	N47°54'45"E	45.57'
L144	N24°01'30"E	28.62'
L145	N03°28'47"E	13.39'
L146	N14°43'41"W	20.77'
L147	N02°49'59"W	45.18'
L148	N25°21'49"E	61.79'
L149	N19°04'30"E	40.49'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L150	N60°46'28"E	45.16'
L151	N88°06'54"E	41.26'
L152	S32°06'26"E	52.93'
L153	S21°57'55"E	46.84'
L154	S14°36'57"E	44.77'
L155	S01°56'25"W	39.01'
L156	S30°20'37"E	42.52'
L157	S27°11'48"E	31.77'
L158	S68°14'57"E	46.72'
L159	S01°59'46"E	38.25'
L160	S31°43'54"E	35.66'
L161	S17°35'47"E	53.07'
L162	S10°22'44"W	49.03'
L163	S17°08'13"W	38.83'
L164	S20°02'47"W	47.54'
L165	S60°15'57"W	9.01'

SHEET 2 OF 2

# CONSERVATION EASEMENT

**PINNACLE ENGINEERING GROUP**

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

WWW.PINNACLE-ENGR.COM

08/22/19

PLAN | DESIGN | DELIVER

PEG JOB#809.20

CONSERVATION EASEMENT

Ryan Meadows  
Mature Woodlands

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

WITNESSETH

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

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

WHEREAS, Grantee is a "holder", as contemplated by §700.41(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62.23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

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

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

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

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

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

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

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

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

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

To Grantor:  
Mills Hotel Wyoming, LLC  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142

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

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

Mills Hotel Wyoming, LLC

By: Mills Enterprises, LLC its Manager

\_\_\_\_\_  
Stephen C. Mills, Member

\_\_\_\_\_  
Martha L. Mills, Member

STATE OF WISCONSIN     )  
  ) ss  
COUNTY OF MILWAUKEE    )

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

Stephen C. Mills. Member, Mills Enterprises, LLC

To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said Mills Hotel Wyoming, LLC.

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

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

STATE OF WISCONSIN        )  
  ) ss  
COUNTY OF MILWAUKEE    )

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

Martha L. Mills. Member, Mills Enterprises, LLC

To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said Mills Hotel Wyoming, LLC.

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

My commission expires \_\_\_\_\_  
Company Name

**Acceptance**

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

In witness whereof, the undersigned has executed and delivered this acceptance on the \_\_\_\_ day of \_\_\_\_\_, A.D.20\_\_.

CITY OF FRANKLIN

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

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

STATE OF WISCONSIN        )  
  ) ss  
COUNTY OF MILWAUKEE    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_, the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me

known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. \_\_\_\_\_, adopted by its Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

This instrument was drafted by the City of Franklin.

Approved as to contents:

\_\_\_\_\_  
Joel Dietl, Planning Manager  
Department of City Development

\_\_\_\_\_  
Date

Approved as to form only:

\_\_\_\_\_  
Jesse A. Wesolowski  
City Attorney

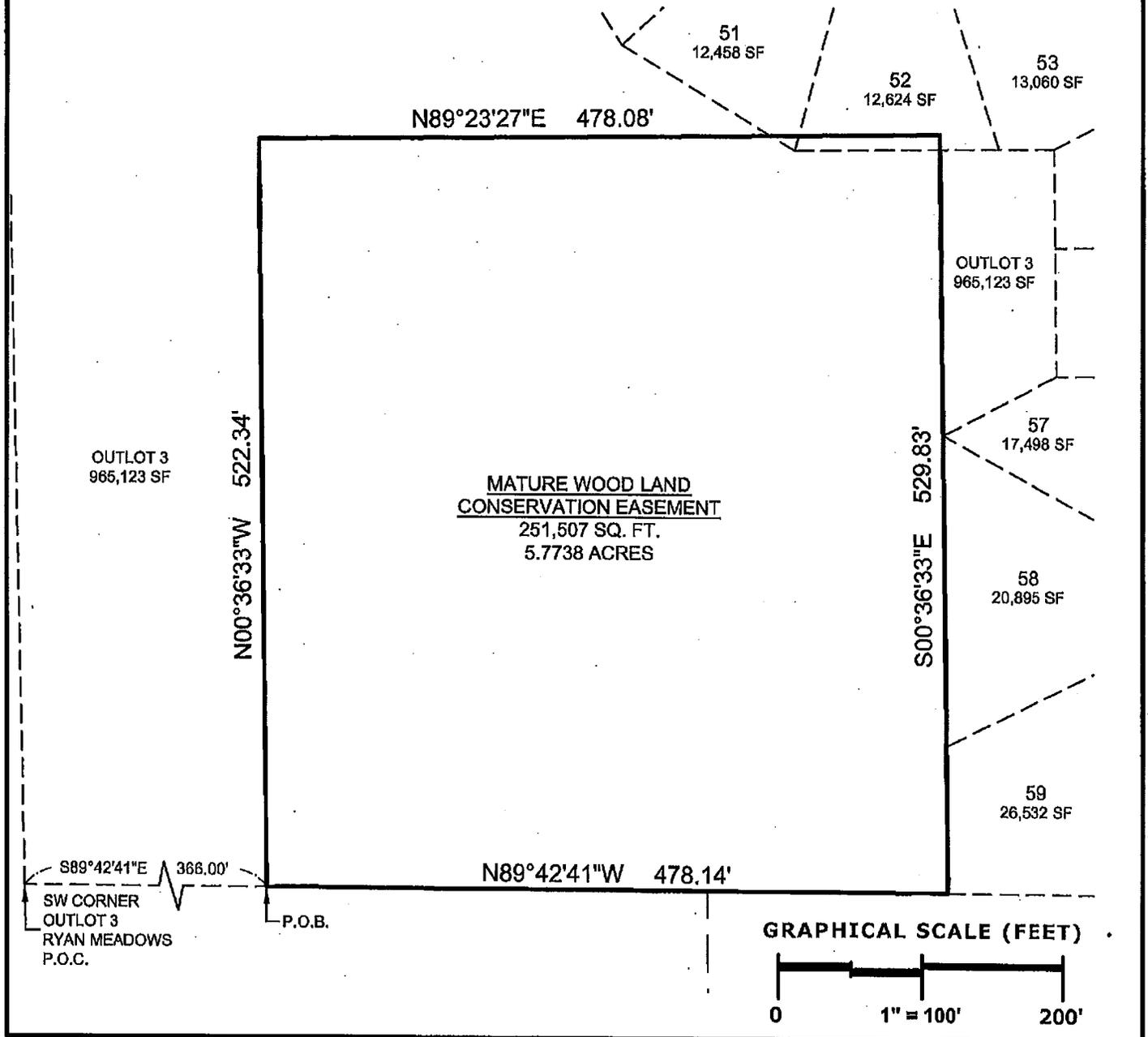
\_\_\_\_\_  
Date

**LEGAL DESCRIPTION:**

Being a part of Lot 51, Lot 52 and Outlot 3 in Ryan Meadows, located in the Southwest 1/4 of the Northeast 1/4, Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin, described as follows:

Commencing at the southwest corner of said Outlot 3; thence South 89°42'41" East along the south line of said Outlot 3, 366.00 feet to the Point of Beginning;

Thence North 00°36'33" West, 522.34 feet; thence North 89°23'27" East, 478.08 feet; thence South 00°36'33" East, 529.83 feet to the aforesaid south line of Outlot 3; thence North 89°42'41" West along said south line, 478.14 feet to the Point of Beginning.



<p style="text-align: center;"><b>APPROVAL</b></p> <p style="font-size: 1.5em;"><i>slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>9/17/2019</b></p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;">“Move Forward MKE” Sales Tax Initiative Update and Direction (Mayor Olson)</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><b>G.10.</b></p>

Last fall County Executive Abele asked the Intergovernmental Cooperation Council for support to put a working group together to present options to find a funding mechanism to reduce the various deficits in the County Budget. The ICC unanimously endorsed the formation of the working group and added Glendale Mayor Kennedy as our (ICC) representative.

On August 26th, County staff presented some South Side Mayors with the results of the work group that outlined a 1% Milwaukee County only sales tax increase, with the proceeds split with a majority to the County and the balance to the communities and with a designated percentage to be applied to property tax relief. They requested support to take their request to the Legislature for a Milwaukee County only binding referendum to approve the increase.

On September 9, 2019, the ICC met at their monthly meeting with only this item on the agenda and a request for action supporting the legislative effort. The presentation from County Executive Abele and County Board Chair Lipscomb included the work groups proposed division of funds, with the County receiving a large portion to be divided between operations budget and direct taxpayer relief; a large portion to be distributed to the municipalities (based on population) to be divided between direct tax relief and operations; and a confusing proposal for a \$10M “shared infrastructure pool” and \$10M for lead abatement in the City of Milwaukee. The request was to act such that the Legislature could act so that the referendum would be held at the April, 2020 election.

The Mayors and Presidents (including Mayor Olson) asked a significant number of detailed questions regarding the distribution formula, impact on our budgets, uses of the funds, alternatives discussed by the group and other issues.

The request by Mayor Kennedy was for a motion of support for the legislative effort. The motion died due to lack of a second.

The ICC will meet again on 9/23 at St. Francis City Hall to continue the discussion and passage of a potential motion in support.

Annexed hereto are documents and articles related to this subject matter.

This is a major policy decision that Mayor Olson will not make without input from the Common Council and with this item asks for such direction.

**COUNCIL ACTION REQUESTED**

Provide the Mayor Common Council issues and direction.

(Olson)

**1% Sales Tax Increase (Municipal Support \$55M)**

<b>City</b>	<b>Pop %</b>	<b>Municipal Support</b>	<b>Property Tax Relief</b>
Bayside	0.5%	\$ 255,463	\$ 92,896
Brown Deer	1.3%	\$ 696,717	\$ 253,352
Fox Point	0.7%	\$ 389,000	\$ 141,455
Greendale	1.5%	\$ 812,836	\$ 295,577
Hales Corners	0.8%	\$ 447,060	\$ 162,567
River Hills	0.2%	\$ 92,895	\$ 33,780
Shorewood	1.4%	\$ 760,583	\$ 276,576
West Milwaukee	0.4%	\$ 243,851	\$ 88,673
Whitefish Bay	1.5%	\$ 818,643	\$ 297,688
Cudahy	1.9%	\$ 1,056,687	\$ 384,250
Franklin	3.7%	\$ 2,055,315	\$ 747,387
Glendale	1.4%	\$ 743,165	\$ 270,242
Greenfield	3.9%	\$ 2,130,793	\$ 774,834
Milwaukee	62.8%	\$ 34,533,938	\$ 12,557,796
Oak Creek	3.6%	\$ 1,997,255	\$ 726,275
Saint Francis	1.0%	\$ 539,955	\$ 196,348
South Milwaukee	2.2%	\$ 1,225,061	\$ 445,477
Wauwatosa	4.9%	\$ 2,693,915	\$ 979,626
West Allis	6.4%	\$ 3,506,809	\$ 1,275,203
<b>Total</b>	<b>100.0%</b>	<b>\$ 55,000,000</b>	<b>\$ 20,000,000</b>



State of Wisconsin  
2019 - 2020 LEGISLATURE

LRB-3312/1  
EKL:cjs

## 2019 BILL

1     **AN ACT** *to renumber and amend* 77.70; *to amend* 74.09 (3) (b) 7., 77.76 (3) and  
2             79.05 (2) (c); and *to create* 74.09 (3) (b) 6p. and 77.70 (2) of the statutes;  
3             **relating to:** additional local sales and use tax for Milwaukee County.

---

### *Analysis by the Legislative Reference Bureau*

Under current law, a county may impose a sales and use tax at the rate of 0.5 percent of the sales price of tangible personal property, goods, and services sold or used in the county. The tax may be imposed only for the purpose of reducing the property tax levy.

Under this bill, with the approval of the electors in the county at a referendum, Milwaukee County may impose an additional sales and use tax at the rate of 1 percent of the sales price of tangible personal property, goods, and services sold or used in the county. The bill requires that 25 percent of the revenue from the additional tax be used to provide residential property tax relief, divided evenly between county and municipal property tax relief, and that 7 percent of the revenue be used for public health infrastructure projects. For the remaining 68 percent of tax revenue, the bill requires that the county use half for its operational and capital expenses and distribute the other half to the cities, villages, and towns in the county for their operational and capital expenses. Distributions of revenue to the cities, villages, and towns are based on their population. Under the bill, the expenditure by a municipality of the distributed tax revenue will not affect the municipality's payment under the expenditure restraint program. The bill also provides that the revenue and expenditures will not impact any local government funding formula.

**BILL**

For further information see the *local* fiscal estimate, which will be printed as an appendix to this bill.

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*The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:*

1           **SECTION 1.** 74.09 (3) (b) 6p. of the statutes is created to read:

2           74.09 (3) (b) 6p. The amount of credits under s. 77.70 (2) (b) 1. and 2. allocable  
3 to the property for the previous year and the current year, and the percentage change  
4 between those years.

5           **SECTION 2.** 74.09 (3) (b) 7. of the statutes is amended to read:

6           74.09 (3) (b) 7. The amount obtained by subtracting the amounts under subds.  
7 6. ~~and~~, 6m., ~~and~~ 6p. from the amount under subd. 5., for the previous year and the  
8 current year, and the percentage change in that amount between those years.

9           **SECTION 3.** 77.70 of the statutes is renumbered 77.70 (1) and amended to read:

10          77.70 (1) Any county ~~desiring to~~ may impose county sales and use taxes under  
11 this subchapter ~~may do so~~ by the adoption of an ordinance, stating its purpose and  
12 referring to this subchapter. The rate of the tax imposed under this section  
13 subsection is 0.5 percent of the sales price or purchase price. Except as provided in  
14 sub. (2) (b) and s. 66.0621 (3m), the county sales and use taxes may be imposed only  
15 for the purpose of directly reducing the property tax levy and only in their entirety  
16 as provided in this subchapter. That ordinance shall be effective on ~~the first day of~~  
17 ~~January, the first day of April, the first day of July or the first day of October~~ January  
18 1, April 1, July 1, or October 1. A certified copy of that ordinance shall be delivered  
19 to the secretary of revenue at least 120 days prior to its effective date. The repeal  
20 of any such ordinance shall be effective on December 31. A certified copy of a repeal  
21 ordinance shall be delivered to the secretary of revenue at least 120 days before the

**BILL**

1 effective date of the repeal. Except as provided under s. 77.60 (9), the department  
2 of revenue may not issue any assessment ~~nor~~ or act on any claim for a refund or any  
3 claim for an adjustment under s. 77.585 after the end of the calendar year that is 4  
4 years after the year in which the county has enacted a repeal ordinance under this  
5 ~~section~~ subsection.

6 **SECTION 4.** 77.70 (2) of the statutes is created to read:

7 77.70 (2) (a) In addition to the taxes imposed under sub. (1), Milwaukee County  
8 may adopt an ordinance to impose sales and use taxes under this subchapter at the  
9 rate of 1 percent of the sales price or purchase price. The ordinance may not become  
10 effective until approved by the electors of the county at a referendum at the spring  
11 election or general election. An ordinance adopted under this paragraph shall be  
12 effective on January 1, April 1, July 1, or October 1, and a certified copy of the  
13 ordinance shall be delivered to the secretary of revenue at least 120 days prior to its  
14 effective date. The repeal of an ordinance shall be effective on December 31, and a  
15 certified copy of a repeal ordinance shall be delivered to the secretary of revenue at  
16 least 120 days prior to its effective date. Except as provided under s. 77.60 (9), the  
17 department of revenue may not issue an assessment or act on a claim for a refund  
18 or for an adjustment under s. 77.585 after the end of the calendar year that is 4 years  
19 after the year in which the county has enacted a repeal ordinance under this  
20 paragraph.

21 (b) The revenue from the taxes imposed by Milwaukee County under par. (a)  
22 shall be used as follows:

23 1. The county shall use 12.5 percent of the revenue to provide a credit against  
24 the property tax liability of each residential property owner in the county.

**BILL****SECTION 4**

1           2. The county shall distribute 12.5 percent of the revenue to the cities, villages,  
2 and towns in the county, and the cities, villages, and towns shall use the revenue to  
3 provide a credit against the property tax liability of each residential property owner  
4 in the city, village, or town. The county shall distribute to each city, village, and town  
5 an amount that bears the same ratio to the total amount distributed under this  
6 subdivision as the ratio of the population of the city, village, or town to the county's  
7 population, using the population estimates under s. 16.96.

8           3. Seven percent of the revenue shall be used for public health infrastructure  
9 projects.

10           4. From the revenue remaining after the application of subds. 1. to 3., the  
11 county shall use 50 percent to pay the county's operational and capital expenses and  
12 shall distribute 50 percent to the cities, villages, and towns in the county, and the  
13 cities, villages, and towns shall use the revenue to pay their operational and capital  
14 expenses. The county shall distribute to each city, village, and town an amount that  
15 bears the same ratio to the total amount distributed under this subdivision as the  
16 ratio of the population of the city, village, or town to the county's population, using  
17 the population estimates under s. 16.96.

18           **SECTION 5.** 77.76 (3) of the statutes is amended to read:

19           77.76 (3) From the appropriation under s. 20.835 (4) (g) the department of  
20 revenue shall distribute 98.25 percent of the county taxes reported for each enacting  
21 county, minus the county portion of the retailers' discounts, to the county and shall  
22 indicate the taxes reported by each taxpayer, no later than 75 days following the last  
23 day of the calendar quarter in which such amounts were reported. In this subsection,  
24 the "county portion of the retailers' discount" is the amount determined by  
25 multiplying the total retailers' discount by a fraction the numerator of which is the

**BILL**

1 gross county sales and use taxes payable and the denominator of which is the sum  
2 of the gross state and county sales and use taxes payable. The county taxes  
3 distributed shall be increased or decreased to reflect subsequent refunds, audit  
4 adjustments, and all other adjustments of the county taxes previously distributed.  
5 Interest paid on refunds of county sales and use taxes shall be paid from the  
6 appropriation under s. 20.835 (4) (g) at the rate paid by this state under s. 77.60 (1)  
7 (a). The Except as provided in s. 77.70 (2) (b), a county may retain the amount it  
8 receives or it may distribute all or a portion of the amount it receives to the towns,  
9 villages, cities, and school districts in the county. After receiving notice from the  
10 department of revenue, a county shall reimburse the department for the amount by  
11 which any refunds, including interest, of the county's sales and use taxes that the  
12 department pays or allows in a reporting period exceeds the amount of the county's  
13 sales and use taxes otherwise payable to the county under this subsection for the  
14 same or subsequent reporting period. Any county receiving a report under this  
15 subsection is subject to the duties of confidentiality to which the department of  
16 revenue is subject under s. 77.61 (5) and (6).

17 **SECTION 6.** 79.05 (2) (c) of the statutes is amended to read:

18 79.05 (2) (c) Its municipal budget; exclusive of principal and interest on  
19 long-term debt and exclusive of revenue sharing payments under s. 66.0305,  
20 recycling fee payments under s. 289.645, expenditures of grant payments under s.  
21 16.297 (1m), unreimbursed expenses related to an emergency declared under s.  
22 323.10, expenditures from moneys received pursuant to P.L. 111-5, expenditures  
23 from moneys received pursuant to s. 77.70 (2) (b) 2. to 4., and expenditures made  
24 pursuant to a purchasing agreement with a school district whereby the municipality  
25 makes purchases on behalf of the school district; for the year of the statement under

**BILL****SECTION 6**

1 s. 79.015 increased over its municipal budget as adjusted under sub. (6); exclusive  
2 of principal and interest on long-term debt and exclusive of revenue sharing  
3 payments under s. 66.0305, recycling fee payments under s. 289.645, expenditures  
4 of grant payments under s. 16.297 (1m), unreimbursed expenses related to an  
5 emergency declared under s. 323.10, expenditures from moneys received pursuant  
6 to P.L. 111-5, expenditures from moneys received pursuant to s. 77.70 (2) (b) 2. to 4.,  
7 and expenditures made pursuant to a purchasing agreement with a school district  
8 whereby the municipality makes purchases on behalf of the school district; for the  
9 year before that year by less than the sum of the inflation factor and the valuation  
10 factor, rounded to the nearest 0.10 percent.

**SECTION 7. Nonstatutory provisions.**

11 (1) Revenue collected from a sales and use tax imposed under s. 77.70 (2) (a)  
12 and expenditures made pursuant to s. 77.70 (2) (b) shall have no effect on any local  
13 government funding formula.  
14

15 (END)

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From the Milwaukee Business Journal:

<https://www.bizjournals.com/milwaukee/news/2019/09/09/business-group-joins-milwaukee-county.html>

## Business group joins Milwaukee County, municipalities in seeking sales tax increase in 2020

Sep 9, 2019, 1:55pm CDT Updated: Sep 9, 2019, 2:22pm CDT

Supporters of an increase in the Milwaukee County sales tax — including the area's largest business-lobbying group — are seeking approval from the Wisconsin Legislature to hold a referendum in April on implementing a 1-percentage-point tax increase to support local government capital projects and reduce property taxes.

"We would like to get it on the spring (2020) ballot," Metropolitan Milwaukee Association of Commerce president Tim Sheehy told the Milwaukee Business Journal.

The MMAC as well as the influential Greater Milwaukee Committee and leaders of Milwaukee County and all 19 municipalities in the county announced Monday they would seek legislative approval to the city of Milwaukee and other municipalities to pursue a binding referendum for a 1 percent local option sales tax.

The proceeds estimated at \$160 million the first year would be reinvested into the community through property tax relief, and countywide priorities, supporters said. The money would be applied to local priorities including reducing property taxes; investing in municipal facilities, community assets and services; and addressing capital projects and deferred maintenance of local government facilities.

Both winning support from the Republican-controlled state legislature for a referendum and convincing voters to approve a higher sales tax will be difficult at best, Sheehy told the Milwaukee Business Journal. However, Sheehy believes chances are good due to the support announced Monday by his business group, the Greater Milwaukee Committee, Milwaukee County and all 19 municipalities in the county.

"This is a really great first step," Sheehy said of the joint announcement of a campaign called Move Forward MKE. "No question this is a difficult lift in Madison. We made (legislative) leaders aware of what we're doing. Nobody shot us out of the water to start."

An increase of 1% in the Milwaukee County sales tax would bring to 6.6% the total sales tax paid for purchases in the county. Supporters estimate that about one-quarter of the tax would be paid by non-Milwaukee County residents buying things in the county.

If the coalition is going to win support in the Wisconsin Legislature, it will vie for votes during what is expected to be a very brief session the balance of this year and early 2020.

"Even easy stuff will have a difficult time" winning legislative support, said one prominent Madison lobbyist.

The Milwaukee County sales-tax referendum could be a trial balloon this session in advance of a more extensive discussion in the future, the lobbyist said.



SARI LESK  
Metropolitan Milwaukee Association of Commerce  
president Tim Sheehy

Sheehy said his organization doesn't take lightly a proposal for tax-increase legislation. He said it's happened only twice in the past 35 years: in 1993 for a Milwaukee Public Schools building-construction referendum and late in the 1990s for the Miller Park sales tax.

"Step one was to make sure when we get to Madison we get out of the car as a coalition, not as a group that had a food fight," Sheehy said.

The proposed 1 percent local option sales tax will not be added to purchases of essential items including groceries, pharmaceuticals and medical equipment, supporters said. The existing sales tax in Milwaukee County consists of a 5% state sales tax, 0.5% county sales tax and 0.1% Miller Park tax, which is expected to end by 2020.

The state of Wisconsin gives local governments the fewest alternatives in the country to levy local taxes alternative to a property tax. Supporters cited Wisconsin Policy Forum research that found Wisconsin ranks seventh in the nation and first in the Midwest for its reliance on property taxes for funding municipalities.

Monday's announcement followed a unanimous vote supporting the proposal by the Intergovernmental Cooperation Council, which includes the elected executive from each of Milwaukee County's 19 municipalities.

"For years we have been doing more with less as state aids continue to decline, and having the option to generate local revenue represents a watershed moment for us to not only sustain ourselves, but to thrive for generations to come," Milwaukee County Executive Chris Abele said in a press release. "This plan is the best way forward for us to give Milwaukee County taxpayers the services and programs they deserve."

**Rich Kirchen**  
Senior Reporter  
*Milwaukee Business Journal*



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From the Milwaukee Business Journal:

<https://www.bizjournals.com/milwaukee/news/2019/09/11/milwaukee-county-sales-tax-proposal-still-needs.html>

## Milwaukee County sales tax proposal still needs endorsement from municipalities

Sep 11, 2019, 2:50pm CDT Updated: Sep 11, 2019, 4:16pm CDT

A proposal to increase the sales tax in Milwaukee County by 1 percentage point has yet to win the endorsement of all 19 municipalities in the county, as touted in Monday's announcement.

The "Move Forward MKE" coalition said its proposal received the unanimous support of the Intergovernmental Cooperation Council, which includes the mayor, village president or administrator from each of the 19 municipalities inside Milwaukee County and Milwaukee County Executive Chris Abele.

However, the council hasn't voted on a resolution endorsing a referendum on the sales tax increase to fund the local needs of Milwaukee County government and cities and villages in the county while providing property tax relief.

Supporters presented a coalition of Abele, the Milwaukee County Board, Milwaukee Mayor Tom Barrett, leaders of the 18 other municipalities, the Metropolitan Milwaukee Association of Commerce and the Greater Milwaukee Committee.

The Intergovernmental Cooperation Council (ICC) did meet before Monday's Move Forward MKE press conference, but did not vote on an endorsement. ICC members had "a ton of questions" about the proposal, Franklin Mayor Steve Olson told the Milwaukee Business Journal.

The committee has scheduled another meeting for Sept. 23 at St. Francis City Hall to consider an endorsement.

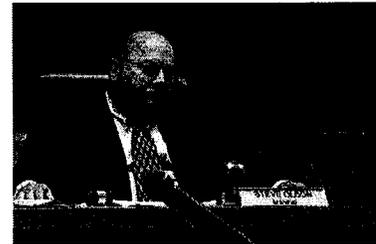
"It may get unanimous support," Olson said. "You never can predict in politics."

Although the ICC has yet to endorse the specific sales tax proposal, the council's chairman, Glendale Mayor Bryan Kennedy, said a sales tax increase was one of a slate of recommendations the council unanimously approved in February. At the time, the council endorsed proposals included in the Milwaukee County's "Fair Deal For Milwaukee County" work group seeking new revenue sources for the cash-strapped county government.

"I was on the working group and the sales tax was one of several recommendations from that," Kennedy said. "The ICC unanimously approved findings of the study."

The ICC in February encouraged Abele and the Milwaukee County Board "to pursue options and see what would be the best fit," Kennedy said.

At Monday's ICC meeting, mayors and village presidents asked questions on the impact of a new local sales tax on municipal property tax levy limits, tax incremental districts, the state's expenditure restraint program and shared or state aid formulas, Kennedy said.



Franklin Mayor Steve Olson... "It may get unanimous support. You never can predict in politics."

Kennedy said Wednesday he supplied a copy of the sales tax proposal to ICC members. The questions that arose at Monday's ICC meeting will be addressed before the Sept. 23 meeting, he said.

Milwaukee County Board chairman, Supervisor [Theo Lipscomb](#), said the ICC discussion "raised technical questions that need to be clarified," and he suggested another meeting in two weeks.

"ICC members asked for reasonable assurances about the local impact of potential legislation, and we're confident that we'll have good answers to all those questions by their next meeting," Lipscomb told the Business Journal via email.

Lipscomb said the sales tax proposal "benefits every community in the county, and the growing coalition that has come forward to support it."

The Move Forward MKE coalition will seek approval from the Wisconsin Legislature to hold a referendum — possibly by April 2020 — on whether voters support the sales tax increase.

**Rich Kirchen**  
Senior Reporter  
*Milwaukee Business Journal*



## Shirley Roberts

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**From:** Steve Olson <steve-olson@wi.rr.com>  
**Sent:** Thursday, September 12, 2019 1:23 PM  
**To:** Sandi Wesolowski; Shirley Roberts  
**Subject:** last attachment for the Sales Tax item

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**From:** Bryan Kennedy [mailto:bryan.kennedy@glendale-wi.gov]  
**Sent:** Thursday, September 12, 2019 11:09 AM  
**To:** Steve Olson  
**Subject:** Re: One more thing

That's the \$10 million to infrastructure. The funds will also be available to other munis that need it because they have older housing stock—Wauwatosa, West Allis, Shorewood, West Milwaukee...

In community,  
Bryan Kennedy, Ph.D.  
Mayor, City of Glendale  
Chair/Secretary, Milwaukee County Intergovernmental Cooperation Council  
Commissioner, Milwaukee Metropolitan Sewerage District  
Cell 414-517-3864

On Sep 12, 2019, at 11:03 AM, Steve Olson <[steve-olson@wi.rr.com](mailto:steve-olson@wi.rr.com)> wrote:

Where's the 7% for MKE's lead problem referenced in the legislation?

---

**From:** Bryan Kennedy [mailto:bryan.kennedy@glendale-wi.gov]  
**Sent:** Thursday, September 12, 2019 10:49 AM  
**To:** Steve Olson  
**Subject:** Re: One more thing

\$160 million:

\$40 million to property tax relief  
-\$20 million as tax credits to county portion of tax bill  
-\$20 million as tax credits to muni portion of tax bill  
\$10 million to capital infrastructure projects  
\$55 million to county for operations, debt service and capital needs  
\$55 million to munis for operations and other needs (chart distributed at meeting breaks down per capita share per muni)

I hope that this helps.

In community,  
Bryan Kennedy, Ph.D.  
Mayor, City of Glendale  
Chair/Secretary, Milwaukee County Intergovernmental Cooperation Council

Commissioner, Milwaukee Metropolitan Sewerage District  
Cell 414-517-3864

On Sep 12, 2019, at 10:43 AM, Steve Olson <[steve-olson@wi.rr.com](mailto:steve-olson@wi.rr.com)> wrote:

Mayor:

My notes from the meeting are terrible.

Could you provide me the proposed breakdown of the tax distribution from the \$160m please? I'm good with the \$75m for the municipalities but unclear on where the balance goes.

Thanks.

Steve

Steve Olson  
Mayor  
City of Franklin  
9229 W. Loomis Rd.  
Franklin, Wi. 53132  
O: 414-427-7529

<image001.jpg>

<p style="text-align: center;"><b>APPROVAL</b></p> <p><i>slw</i> </p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">9/17/2019</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Presentation of the Mayor's 2020 Recommended Budget and Review of the Budget Preparation Timetable</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.11.</i></p>

The Mayor's 2020 Recommended Budget will be presented to the Common Council for it to forward to the Committee of the Whole in accordance with Section 13-2, "Preparation of Budget" of the City of Franklin Municipal Code.

The Director of Administration will present an "overview of [the] budget and major budget initiatives" as set forth in the 2020 Budget Preparation Timetable as adopted by the Common Council. The presentation will primarily consist of a PowerPoint presentation on the budget and review of the budget timetable.

Note that the budget timetable indicates that following the presentation, Aldermen will "determine or identify additional materials or information needed for 9/30 budget discussions." This will enable staff to prepare advance information as may be requested and also inform department heads as to who is expected to be in attendance. A copy of the budget timetable is attached for your convenience.

A copy of the Mayor's 2020 Recommended Budget document will be provided at the meeting.

**COUNCIL ACTION REQUESTED**

Motion to forward consideration of the Mayor's 2020 Recommended Budget to the Committee of the Whole.

Provide other direction to staff, as appropriate, relative to additional materials or information needed for the September 30th budget discussions.

**City of Franklin**  
**2020 Annual Budget**  
**BUDGET PREPARATION TIMETABLE**  
**February 15, 2019**

**Schedule**

Tuesday, September 17	Common Council Meeting Agenda Item: Presentation on overview of budget and major budget initiatives. Aldermen determine or identify additional materials or information needed for 9/30 budget discussions.
Wednesday September 18 To Monday, September 30	Aldermen may contact department heads with budget questions.
Monday, September 30	Committee of the Whole Agenda Item: Review of Mayor’s Recommended Budget.
Tuesday, October 1 & 15	Alternate days for an additional Committee of the Whole meeting and budget discussion in conjunction with regular Common Council meeting.
Wednesday, October 16	Last regular work day for budget changes to be included in the Public Hearing notice.
Wednesday, October 16 To Wednesday, October 23	Preparation and Submission of Public Hearing Notice.
Wednesday, October 30	Publication of Proposed Budget and Hearing Notice.
Monday, November 4 & Tuesday, November 5	Regular Committee of the Whole & Common Council meetings available for discussion of any budget topics as may be needed.
Tuesday, November 19	<b><u>Regular Common Council Meeting:</u></b> Public Hearing on the Proposed Annual Budget AND Adoption of Annual Budget. [Note: The late date does not provide opportunity for delay of adoption without a special meeting soon thereafter.]

**Note:** Subsequent actions that may affect the Common Council’s regular meeting schedule may impact this calendar.

<b>APPROVAL</b>  <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  September 17, 2019
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<b>REPORTS AND RECOMMENDATIONS</b>	<p>Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses (of an approximate 164-acre site generally located north and south of West Loomis Road, south of West Ryan Road, west of South 112th Street, east of South 124th Street and north of West Oakwood Road) Project Development; Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc.; Acknowledgement of Development Agreement by Strauss Investments, LLC; Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, the Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc., the Acknowledgement of Development Agreement by Strauss Investments, LLC, and the Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC terms and status, the negotiation of provisions and 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</p>	<b>ITEM NUMBER</b>  <i>G, 12.</i>
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**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, the Tax Incremental District No. 6 Development Agreement Between the City of Franklin and Loomis and Ryan, Inc., the Acknowledgement of Development Agreement by Strauss Investments, LLC, and the Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC terms and status, the negotiation of provisions and 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.

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<b>APPROVAL</b> <i>slw JB</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 9/17/19
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <i>H.1.</i>

Attached are vouchers dated September 2, 2019 through September 12, 2019 Nos. 175274 through Nos. 175414 in the amount of \$ 1,541,643.60. Included in this listing are EFT's Nos. 4101 through Nos. 4107, Library vouchers totaling \$ 6,871.45 and Water Utility vouchers totaling \$ 12,184.41. Voided checks in the amount of \$ (848.53) are separately listed.

Early release disbursements dated September 2, 2019 through September 11, 2019 in the amount of \$ 377,034.50 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 September 13, 2019 is \$ 379,617.39 previously estimated at \$ 391,000.00. Payroll deductions dated September 13, 2019 are \$ 199,638.19 previously estimated at \$ 215,000.00.

The estimated payroll for September 27, 2019 is \$ 400,000.00 with estimated deductions and matching payments of \$ 473,000.00.

Approval to release the below vouchers once they have been approved for payment.

Badger Coaches	Senior Bus Trip	\$ 1,940.00
Lakeside Engineering	68 <sup>th</sup> -Loomis-Puetz Design	\$ 8,891.85
R&R Insurance	Workers Comp Insurance	\$ 35,469.00
R&R Insurance	LWMMI Insurance	\$ 22,217.00
Ruekert & Mielke	RCI Odor Reduction Study	\$ 9,596.35
<b>TOTAL</b>		<b>\$78,114.20</b>

There were no Property Tax refunds.

**COUNCIL ACTION REQUESTED**

Motion approving the following:

- City vouchers with an ending date of September 12, 2019 in the amount of \$ 1,541,643.60 and
- Payroll dated September 13, 2019 in the amount of \$ 379,617.39 and payments of the various payroll deductions in the amount of \$ 199,638.19 plus City matching payments and
- Estimated payroll dated September 27, 2019 in the amount of \$ 400,000.00 and payments of the various payroll deductions in the amount of \$ 473,000.00, plus City matching payments and
- Approval to release payments to miscellaneous vendors in the amount of \$ 78,114.20.

**ROLL CALL VOTE NEEDED**

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<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>09/17/19</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM NUMBER</b> <b>1.1.</b>

See attached listing from meeting of September 17, 2019.

**COUNCIL ACTION REQUESTED**

