APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
slw		August 4, 2020
REPORTS AND RECOMMENDATIONS	Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec Buildings Mixed Use Development at the south side of West Elm Road in the approximately South 3500 Street block area to the west, to be bounded on the north by West Elm Road to be extended to the west, and South Hickory Street on the east, and to straddle South Birch Street and West Aspen Way, all to be developed; and Development Agreement for JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec Buildings Mixed Use Development (Public Improvements). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec Buildings Mixed Use Development and a Development Agreement for JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec Buildings Mixed Use Development (Public Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the development agreements for the development of property located on the south side of West Elm Road in the approximately 3500 block area were West Elm Road to be extended to the west, consisting of approximately 79.79 acres, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER G.21.

Annexed hereto are drafts of the above-entitled agreements. The Tax Incremental District No. 8 Development Agreement redraft attached was provided by the developer's Attorney on July 31, 2020. Same remain a work in process and under negotiation among City staff and developer representatives at the time of this writing. Department of City Development and Engineering, Finance and Legal Services departments staff will be present at the meeting.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec Buildings Mixed Use Development and a Development Agreement for JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec Buildings Mixed Use Development (Public Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the development agreements for the development of property located on the south side of West Elm Road in the approximately 3500 block area were West Elm Road to be extended to the west, consisting of approximately 79.79 acres, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Engineering Dept.: GEM; Economic Development Dept.: CB; Finance Dept.: Paul; Legal Services Dept.: jw

TAX INCREMENTAL DISTRICT NO. 8
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FRANKLIN,
JHB PROPERTIES, LLC AND ZS ENTERPRISES, LLC

rough ~~redraft~~ 7/30~~27~~/20 draft/partial redline 7/23/20

Industrial Spec Buildings Mixed Use Development at the south side of West Elm Road in the approximately South 3500 Street block area to the west, to be bounded on the north by West Elm Road to be extended to the west, and South Hickory Street on the east, and to straddle South Birch Street and West Aspen Way, to be developed and as depicted upon Certified Survey Map No. ____, as recorded in the Office of the Register of Deeds for Milwaukee County as Document No. 6286497, consisting of approximately 79.79 acres

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of _____, 2020 by and between **JHB Properties, LLC**, a Wisconsin limited liability company, its successors and/or assigns, and **ZS Enterprises, LLC**, a Wisconsin limited liability company, its successors and/or assigns, (together and individually, "Developer"), and the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation ("City")

RECITALS

City and Developer acknowledge the following

A Developer is the Owner of that certain real property legally described in **Exhibit A** attached hereto (the "Property"), JHB Properties, LLC being the title owner of record and ZS Enterprises, LLC being ~~its affiliate~~developer for project development

B The Property is located within the boundaries of Tax Incremental District No 8, City of Franklin, Wisconsin (the "District") Pursuant to Wis Stat § 66 1105 (the "Tax Increment Law"), the City adopted a plan for redevelopment within the District (the "Project Plan")

C Developer plans on the development and construction by successor owners of at least three industrial/light manufacturing spec and/or commercial use buildings on Lots 1, 2~~ and~~, 3, or 4 as such lots are depicted and described on **Exhibit A-1**, providing for the constructing of an approximately 150,000 square foot building on ~~each~~at least three of the Lots 1, 2~~ and~~, 3, or 4 on the Property, with an estimated development cost of $_____ million (the "Project", and "Project" includes all development within and upon the Property, in addition to the three buildings aforesaid), and with a minimum Wisconsin real estate property tax assessment value of at least $7,500,000 00 for each building, creating a minimum real estate property tax assessment value of at least $22,500,000 00 for the Property Developer shall also provide for the development and construction of improvements to serve the ~~property~~Property and the District, which shall be dedicated to the City, including, but not limited to streets, and public water and sewer utility service facilities, with an estimated development cost in excess of $4,000,000 00, such improvements including site condition preparation to development ready, including, but not limited to grading, and the development of public water service, sanitary sewer service, stormwater sewer service and utilities including street lights, in the amount of

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$3,232,766 95, not including any delay factor increased costs It is acknowledged that development of the Project as described above will be consistent with the Project Plan

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D 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 The City finds that the development of the Project and the fulfillment of the terms and conditions of this 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

E The development of the Project would not occur without the financial participation of the City as set forth in this Agreement

F The City, pursuant to Common Council action dated _____, 2020, has approved this Agreement and authorized its execution by the proper City officials on the City's behalf

G Developer has approved this Agreement 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

ARTICLE I
DEVELOPER ACTIVITIES AND OBLIGATIONS

A Developer or the then owners of the Property, shall construct, or cause others to construct, the Project in accordance with all applicable City zoning and building codes, ordinances and regulations Developer warrants and represents to the City that the Project will contain approximately ~~1450,000~~ square feet of developed building space and that total development costs expended on the Project (inclusive of personal property) shall be not less than ~~$~~ $22 500 000 00 million Subject to delay due to Force Majeure Events, Developer shall substantially complete construction of the Project in accordance with final plans and specifications (including landscaping plans) approved by the City, including, but not limited to the terms, provisions and conditions of _____ for the Project, and of which this Agreement and its terms and conditions are a condition thereof (the "Plans and Specifications"), on or before ~~20~~ December 31, 2030 (the "Completion Date") Copies of the Plans and Specifications will be retained at the offices of the City Economic Development Department. The Project shall be deemed to be substantially complete on the date that the City Building Inspector issues a certificate of occupancy for the Project, which certificate may be subject to completion of landscaping and similar seasonal items and other non-material corrective actions The City Building Inspector shall not issue the certificate of occupancy if the Project does not conform to the Plans and Specifications, subject to any changes to the Plans and Specifications that may have been approved by the City

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B To the extent any improvements that will be dedicated to the public are included within the scope of work for the Project (the "Public Improvements"), Developer will complete the installation of the Public Improvements in accordance with City specifications, including the execution of a City standard form development agreement where applicable terms thereof are not specifically set forth in this Agreement, and will dedicate same to the City in accordance with City inspection and acceptance procedures ~~If required by applicable law Developer agrees to comply with public bidding requirements under the Wisconsin Statutes for all work involving improvements to public rights of way or public property or that constitutes public improvements under applicable law (together referred to as the "Public Improvements")~~ The Public Improvements shall at all times be subject to City inspection and approval and the City or other public entity shall not be required to accept conveyance of the Public Improvements unless the Public Improvements have been constructed in a good and workmanlike manner, in accordance with the City-approved plans for the Public Improvements, and otherwise are in a condition reasonably acceptable to the City Following approval by the City of the completed Public Improvements, the Public Improvements shall be conveyed to the City or other public entity, to the extent appropriate The Developer shall provide to the City or other public entity from the ~~Developer and all contractors and consultants~~prime contractor involved in connection with the construction and installation of the Public Improvements, a one-year warranty against defects in construction, materials and workmanship, in a form reasonably acceptable to the City The Developer shall not be released of its obligations hereunder to construct the Public Improvements without the prior written consent of the City Once the Public Improvements, or any portion thereof applicable to a particular portion of the Project, are complete and the conveyance dedication thereof has been accepted by the City and the ~~term of the~~ aforesaid one-year warranty has ~~expired~~been provided to the City, the City shall acknowledge satisfaction of such Public Improvements in writing and release Developer from the applicable Public Improvement requirements of this Agreement with respect to said portion of the Project. In the event that the City so determines that all or any portion of the Public Improvements obligations of Developer hereunder have been so met, the City shall execute a recordable release or partial release, as applicable, of Developer from such obligations

Commented [A3]: Scott was told that public bidding requirements will not apply to the public Improvements.

C ~~Unless consented to in writing by the City Developer shall not demolish the existing improvements on the Property prior to the calendar year in which construction of the Project commences and in no event earlier than six (6) months prior to the start of construction~~

Commented [A4]: There are no existing improvements on the Property

C Notwithstanding anything to the contrary contained in this Agreement, in no event shall Developer's failure to meet the Completion Date constitute a breach or Default by Developer hereunder so long as the Tax Increments created by the Project meets or exceed $22,500,000 on or before the Completion Date

D The Developer shall arrange for funding for all costs of the Project in excess of the funds provided by its construction lender Developer will provide evidence to the reasonable satisfaction of the City that Developer has secured sufficient debt and equity financing commitments to enable the ~~Project~~Public Improvements to proceed

E Developer shall enter into a separate City standard form development agreement to provide for the installation of the "public road right-of-way" Public Improvement as described in **Exhibit B-1** attached hereto Developer shall commence construction thereof as

set forth on **Exhibit B-2** (the "Public Improvements Schedule"), and complete construction of the public road right-of-way as set forth in the Public Improvements Schedule Developer shall deliver to the City, as soon as available but in no event later than sixty (60) days after substantial completion of the public road right-of-way Public Improvement, an accounting of all its project costs, detailing the actual cost of the project

F Developer shall enter into a separate City standard form development agreement to provide for the installation of the "public water service" Public Improvement as described in **Exhibit B-1** attached hereto Developer shall commence construction thereof as set forth in the Public Improvements Schedule, and complete construction of the public water service as set forth in the Public Improvements Schedule Developer shall deliver to the City, as soon as available but in no event later than sixty (60) days after substantial completion of the public water service Public Improvement, an accounting of all its project costs, detailing the actual cost of the project

G Developer shall enter into a separate City standard form development agreement to provide for the installation of the "public sanitary sewer service" Public Improvement as described in **Exhibit B-1** attached hereto Developer shall commence construction thereof as set forth in the Public Improvements Schedule, and complete construction of the public sanitary sewer service as set forth in the Public Improvements Schedule Developer shall deliver to the City, as soon as available but in no event later than sixty (60) days after substantial completion of the public sanitary sewer service Public Improvement, an accounting of all its project costs, detailing the actual cost of the project

H Developer shall enter into a separate City standard form development agreement to provide for the installation of the "public stormwater service" Public Improvement as described in **Exhibit B-1** attached hereto Developer shall commence construction thereof as set forth in the Public Improvements Schedule, and complete construction of the public stormwater service as set forth in the Public Improvements Schedule Developer shall deliver to the City, as soon as available but in no event later than sixty (60) days after substantial completion of the public stormwater service Public Improvement, an accounting of all its project costs, detailing the actual cost of the project

I Developer shall enter into a separate City standard form development agreement to provide for the installation of the "utilities including street lights" Public Improvement as described in **Exhibit B-1** attached hereto Developer shall commence construction thereof as set forth in the Public Improvements Schedule, and complete construction of the utilities including street lights as set forth in the Public Improvements Schedule Developer shall deliver to the City, as soon as available but in no event later than sixty (60) days after substantial completion of the utilities including street lights Public Improvement, an accounting of all its project costs, detailing the actual cost of the project

J The Developer may elect to consolidate all of the Public Improvement work described in paragraphs E through I above into one City standard form development agreement

ARTICLE II

CITY ACTIVITIES AND OBLIGATIONS

A City shall cooperate with Developer throughout the development and construction of the Project and the term of this Agreement and shall reasonably promptly review and/or process all submissions and applications in accordance with applicable City ordinances

B Upon Developer's completion of the installation of the entirety of the Public Improvements pursuant to the Public Improvements Schedule and the conveyance dedication thereof has been accepted by the City, the City shall provide and deliver the payment to Developer of a grant in the amount of $2,500,000 00 Developer shall pay for, and shall have provided to the City evidence of payment of, all of the costs incurred in the construction and installation of ~~the and each of the~~ Public Improvements, including as required by the applicable City standard form development agreement(s) therefore, if upon the review and reasonable determination thereof by the City Engineer that the total costs of the Public Improvements is less than $4,000,000 00, the grant amount shall be reduced by such percentage of reduction of the total costs of the Public Improvements.

C Upon the development and construction of the first two industrial spec and/or commercial use buildings on any of the Lots 1 ~~and~~, 2, 3, or 4, the issuance of a Certificate of Completion as provided in Exhibit B, and the issuance of an occupancy permit by the City for such buildings, the City shall provide and deliver the payment to Developer of a grant in the amount of $750,000 00 Such grant payment shall be subject to the provision by the Developer of all information reasonably required by the City Assessor to review and estimate the real estate property tax assessment value, and the reasonable determination by the City Assessor that the real estate property tax assessment value for the Lots ~~1 and 2 is~~are in the aggregate equal to or in excess of $15,000,000 00, if upon the review and reasonable determination thereof by the City Assessor that the real estate property tax assessment value is less than $15,000,000 00, the grant amount shall be reduced by ~~20%, i e – $150 000 00~~the percentage that the City Assessor s review and estimate of the real estate property tax assessment value is less than $15,000,000, and increased by the percentage that the City Assessor s review and estimate of the real estate property tax assessment value exceeds $15,000,000 pending the actual determination of the real estate property tax assessment value by the City or by the State of Wisconsin, as applicable to the subject property use, pursuant to Wisconsin law, and upon such actual determination, any percentage ~~of such $150 000 00~~reduction shall be provided and delivered to Developer in an amount equivalent to any percentage increase in the assessment above the estimate determination by the City Assessor, and up to the entirety of the ~~$150,000 00 if such actual determination value is equal to or greater than $15 000 000 00~~ total $750 000. In the event such actual real estate property tax assessment value determination is equal to or less than that provided by the City Assessor ~~determination, no amount of the $150 000 00 shall be due or ever payable to Developer~~the reduced amount shall not be paid unless and until, the total tax assessment for the Property totals $22,500 000 on or before the Completion Date.

D Upon the development and construction of the third industrial spec and/or commercial use building(s) on ~~Lot~~Lots 1, 2, 3, or 4, the issuance of a Certificate of Completion as provided in **Exhibit B** and the issuance of an occupancy permit by the City, the City shall provide and deliver the payment to Developer of a grant in the amount of $750,000 00 (increased by any amount that the payment under Section II C was less than $750,000 and

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reduced by the amount that the payment under Section II C was greater than $750,000). Such grant payment shall be subject to the provision by the Developer of all information reasonably required by the City Assessor to review and estimate the real estate property tax assessment value, and the reasonable determination by the City Assessor that the real estate property tax assessment value for ~~Lot 3~~all of the Property, is equal to or in excess of $~~7~~22,500,000 00~~,~~, if upon the review and reasonable determination thereof by the City Assessor that the real estate property tax assessment value is less than $~~7~~22,500,000 00, ~~,~~ the grant amount shall be reduced by ~~20% i.e. $150~~the percentage that the City Assessor's review and estimate of the real estate property tax assessment value is less than $22,500,000 00, pending the actual determination of the real estate property tax assessment value by the City or by the State of Wisconsin, as applicable to the subject property use, pursuant to Wisconsin law, and upon such actual determination, any percentage ~~of such $150,000 00~~reduction shall be provided and delivered to Developer in an amount equivalent to any percentage increase in the assessment above the estimate determination by the City Assessor, and up to the entirety of the $150total $750,000 00. ~~Notwithstanding the foregoing, in~~ In the event ~~the~~such actual real estate property tax assessment value ~~by the City or by the State of Wisconsin, as applicable to the subject property use, pursuant to Wisconsin law, for the entirety of Lots 1, 2 and 3 for the year~~ following their respective ~~timely development as set forth herein upon which the total thereof actual~~ determination is equal to or less than ~~$22,500,000 00~~ that provided by the ~~payment and delivery of~~City Assessor, the ~~$750,000 00 under this Subsection D~~ reduced amount shall ~~await~~not be paid unless and until the total tax assessment ~~valuation thereof if required by timing, if unavailable at the time of issuance of occupancy permit for Lot 3, and be reduced by such percentage of reduction~~for the Property totals $22,500,000 on or before the Completion Date.

ARTICLE III
PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES

Throughout the life of the District, Developer or its successor owners to all or any portion of the Property will pay (or cause to be paid) all ad valorem property taxes lawfully assessed against any portion of the Property owned by the Developer before or when due under the law and Developer guarantees that such taxes shall not become delinquent. The foregoing shall not prohibit the Developer from contesting, in good faith, the assessed value of any portion of the Property

In the event that any portion of the Property becomes exempt from ad valorem taxes during the statutory life of the District and for a period of twenty (20) years thereafter (the "PILOT Term"), then the ~~Developer or any successor Developer~~owner of such exempt portion of the Property shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such portion of the Property (as determined by the City assessor) had it not been exempt Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year ~~Developer's~~The then owner of the exempt portion of the Property's obligations under this Article III upon any default shall be collectible as a debt upon an action at law, and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a

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Commented [A5]: The last payment will be up to a maximum of $750,000 The final payment amount will be set by the accounting of the actual construction cost provided to the city at the conclusion and acceptance of the public infrastructure.
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lien against property pursuant to Wis Stat § 70 01, and shall also be otherwise collectible as are delinquent special charges pursuant to Wis Stat § 66 0627, and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law If the ~~Developer or any successor Developer~~then owner fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special assessment or special charge against the exempt portion of the Property in the amount of the unpaid payments Any and all notice and hearing requirements which may be required under the law for such special assessment or special charge are hereby waived by Developer Notwithstanding and in addition to the levying of such special assessment or special charge, the payment obligation under this Article shall be the personal obligation of the person or entity that is the ~~Developer and/or~~then owner ~~successors and assigns~~ of the exempt portion of the Property at the time that any portion of the Property becomes exempt from ad valorem taxes The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon ~~all Developers and/or~~the then owners ~~successors and assigns~~ of ~~any~~the exempt portion of the Property ~~for the duration of the PILOT Term~~ The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all ~~successor Developers and/or~~of the ~~tehn~~ owners of an exempt portion of the Property

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ARTICLE IV
NO PARTNERSHIP OR VENTURE

Developer, its successors and/or assigns and/or owners of the Property, and their contractors or subcontractors shall be solely responsible for the completion of the Project 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.

ARTICLE V
CONFLICT OF INTEREST

No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof, unless such member or officer abstained from any participation in the City review and process of the Project and the Agreement from the point of time when a potential conflict of interest arose and thereafter

ARTICLE VI
WRITTEN NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as

follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address

If to the City
City of Franklin
9229 West Loomis Road
Franklin, WI 53132
Attention Aaron Hertzberg, Director of Economic Development
Facsimile No 414-427-7691

With a Copy to
City of Franklin
9229 West Loomis Road
Franklin, WI 53132
Attention Sandra L Wesolowski, City Clerk
Facsimile No 414-425-6428

If to the Developer

ZS Enterprises
5158 S Marquette Ct
New Berlin, WI 53151
Attention Scott Biller
~~Facsimile No~~

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With a Copy to

Hurtado Zimmerman SC
1011 N Mayfair Road Suite 204
Wauwatosa, WI 53226

Attention Brian R Zimmerman
~~Facsimile No~~

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ARTICLE VII
DEFAULT

A The occurrence of any one or more of the following events shall constitute a default by Developer hereunder ("Default")

1 Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before ten days following written notice of such failure, or

2 Any material representation or warranty made by Developer pursuant to this Agreement proves to have been false in any material respect as of the time when made or given, or

3 Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the City (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the City or such longer period of time as is reasonably agreed to by the City), or

4 Developer

(a) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets, or

(b) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors, or

(c) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof, or

(d) applies to a court for the appointment of a receiver or custodian for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment, or

(e) adopts a plan of complete liquidation of its/his assets, or

(f) shall cease to exist

B The City shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the City has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer)

C Upon the occurrence of any Default by either party, upon ten (10) days notice, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity The City's rights shall include, but not be limited to temporary suspension of any payment of the City payments under this Agreement during the continuance of any Default by Developer, or City performance of any Developer obligation under this

Agreement Upon the cure of any such Default on the part of Developer, then, if and to the extent the City suspended any payments of City payments, the City shall promptly distribute to Developer any payments so suspended and promptly resume payments of amounts due with respect to the City ~~payments due under this Agreement and continue such payments so that subject to available Tax Increment, the cumulative amount paid upon full amortization is equal to that amount contemplated under this Agreement~~ as provided in this Agreement.

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D. No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy

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E. Notwithstanding the foregoing, the City shall not terminate this Agreement or pursue, exercise or claim any rights or remedies arising out of a Default by Developer hereunder, except injunctive relief, specific performance or the temporary suspension of City payments unless Developer, its mortgage lender or their designees have not commenced commercially reasonable efforts to cure any such Default within 60 days after receipt of written notice from the City to Developer and its mortgage lender that if such efforts to cure such Default are not so commenced, then the City intends to pursue its other rights and remedies hereunder, including, without limitation, the right to terminate this Agreement

~~D~~F In the event of a Default by either party, all reasonable fees, costs and expenses incurred by the nondefaulting party, including reasonable attorneys fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding

ARTICLE VIII
MISCELLANEOUS

A Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or, to the extent reasonably prudent or customary for similarly situated business operations, any non-governmental entity in connection with the development, construction, management and operation of the Project

B Developer, or the then owners of the Property shall maintain the following insurance policies issued by insurers licensed in the State of Wisconsin, with Best's A ratings ratings and in the financial size category as ~~insurers~~reasonably requested by the City (provided that a Best's Rating of ~~similar projects, with such policies~~A or reasonable equivalent thereof shall be deemed satisfactory to the City) (the "Insurance Policies") covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as may be reasonably required by the City

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(i) Following completion of construction of the ~~Project~~Public Improvements and during the one year warranty period, "all risks" property insurance insuring against such

risks as are insured against by Developers of similar projects, in amounts equal to 100% replacement cost of all buildings, improvements, fixtures, equipment and other real and personal property constituting the Project with an extended replacement cost endorsement, if available, and

(ii) During the construction of the Project, builder's risk insurance in form and amounts ~~reasonably satisfactory to~~to insure at 100% replacement cost, the ~~City~~value of the work then under construction, and

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(iii) During the term of this Agreement, commercial general liability insurance covered under a comprehensive general liability policy including contractual liability in amounts maintained by Developers of similar projects, and insuring against bodily injury, including personal injury, death and property damage~~, and~~

(iv) ~~Such other insurance as may be reasonably requested by the City~~

Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the City of any material change or cancellation of such policy The City shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance

C Subject to one or more Force Majeure Events as set forth in paragraph F of this Article, if (i) the Developer does not substantially complete construction of the Project by the Completion Date and (ii) the Property does not have a property tax assessment value of at least $22,500,000.00 by the Completion Date, then the City may, in its sole discretion, terminate this Agreement upon written notice to the Developer, provided, however, that if Developer substantially completes construction of the Project within thirty (30) days following receipt of such written election to terminate (a "Developer Savings Action"), this Agreement shall not terminate but shall continue in full force and effect. Upon an election to terminate that is not followed by any Developer Savings Action, the City shall thereafter have no further obligations under this Agreement and in addition thereto, the City may, in its sole discretion, terminate Tax Incremental District No __, City of Franklin, Wisconsin

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D The prevailing party shall be entitled to collect all costs and expenses associated with the enforcement of the its rights against the other under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer Any and all such fees, costs and expenses incurred by the prevailing party which are to be paid by the other, shall be paid by on demand

~~E~~ Developer hereby indemnifies, defends, covenants not to sue and holds the City harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the City in any way in connection with the Project, including without limitation (a) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto, (b) any release by Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) of petroleum products or hazardous materials or

hazardous substances on, upon or into the Project, (c) any and all damage to natural resources or real property or harm or injury to persons resulting from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above, (d) any violation by Developer at the Project of any environmental law, rule, regulation or ordinance, (e) claims arising under the Americans With Disabilities Act or similar laws, rules, regulations or ordinances, (f) the failure by Developer to comply with any term or condition of this Agreement, and (g) during construction and to the extent caused by the negligent or willful acts of Developer, the injury to or death of any person at the Project injury to any ~~property~~ or caused by ~~or~~ at the Project, and ~~(h) the failure of Developer to maintain repair or replace as needed any portion of the Project~~, except, in each of the foregoing instances described in (a) through (h) above, to the extent negligently or willfully and wrongfully caused by the City or its agents, employees, contractors or representatives

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E The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations

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~~Except as caused in whole or in part, by negligence or wrongful act or omission of the City if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Developer or its contractors, subcontractors or materialmen in their performance of this Agreement or from Developer's failure to comply with any of the provisions of this Agreement or of law. Developer 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 Developer promptly in writing notice of the alleged loss, damage or injury.~~

Developer, its successors and/or assigns and/or owners of the Property,

its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property,

~~shall~~shall, to the extent caused by their own conduct, 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~~:~~ (except to the extent negligently or willfully and wrongfully caused by the City or its agents, employees, contractors or representatives)

(i) The negligent or willfully wrongful performance of this Agreement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or

subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property,

(ii) The negligent or willfully wrongful construction of ~~Developer Improvements~~the Project, by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property,

(iii) The negligent or willfully wrongful operation of Developer Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, during Developer Construction Period,

(iv) The violation by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any law, rule, regulation, order or ordinance, or

(v) The infringement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any patent, trademark, trade name or copyright.

F Time is of the essence of each and every obligation or covenant contained in this Agreement, provided, however, that if the Developer is delayed or prevented from timely commencing or completing construction of the Project by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, or other causes beyond the control of the Developer ("Force Majeure Event"), performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay

G Nothing contained in this Agreement is intended to or has the effect of releasing Developer, its successors and/or assigns and/or owners of the Property, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement

H All financial reports and information required to be provided by Developer to the City under this Agreement shall be provided to the City's outside financial consultant for review on behalf of the City The Developer warrants and represents the accuracy of all such financial reports and information At the request of the Developer, all financial reports and information provided to the City or its financial consultant in connection with this Agreement shall be held and treated as confidential and shall not be part of the public record associated with the Project, if and as may be permitted under the Wisconsin Open Records Law During the life of Tax Incremental District No 8, City of Franklin, Wisconsin, the Developer shall provide annual income and expense information for the Project as requested by the City Assessor as is customary for the purposes of property valuation, which information shall be maintained in confidence pursuant to laws and other rules

I ~~Prior to substantial completion of the Project, this~~This Agreement may ~~not~~ be assigned in whole or in party by the Developer to (i) any entity owned by or controlled by a

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Developer without the ~~City's~~City's consent, and (ii) any owner(s) of all or any portion of the Property, with the City's prior written consent, which ~~may~~consent shall not be ~~granted~~ or unreasonably withheld ~~in the City's sole discretion~~, conditioned or delayed. In the event of any assignment as described above, Developer shall be released from its obligations hereunder with respect to such portion of the Property, provided ~~however, Developer may assign the~~ assignee(s) agree to be bound by the applicable terms of this Agreement ~~to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the City. Notwithstanding the foregoing~~. In addition, the Developer may collaterally assign this Agreement ~~[and the Bond]~~ to the Developer's lender for the Project without the consent of the City. In the event that any such lender forecloses on its collateral and succeeds to ~~Developership~~ ownership of the Property, the City shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

~~J. Developer shall timely construct and complete the Project as its primary obligation under this Agreement. In the event of fire, damage or any other casualty to any part of the Project, Developer agrees, at its cost and expense, to rebuild, repair and replace the Project to substantially the condition or better than existed immediately prior to the casualty. The fair market value of the Project following reconstruction and/or repair by Developer must be substantially similar to the fair market value of the Project immediately prior to the casualty. Developer shall not be relieved of any of its obligations under the terms of this Agreement as a result of any fire, damage or any other casualty or during the period of repair or rebuilding or replacement of the Project. This obligation to repair, rebuild or replace shall remain in effect for a period expiring upon the later of: (i) the date of the expiration and closure of Tax Incremental District No. 8, City of Franklin, Wisconsin; or (ii) the date which is twenty (20) years after the date this Agreement is executed.~~

K. If the State laws regarding ad valorem taxation are amended or modified during the term of this Agreement such that the projected Tax Increments from the Property are materially reduced, i.e., seven percent (7%) or more, and there are no corresponding amendments or modifications to the Tax Increment Law to compensate for such reduction, the parties agree to work in good faith to consider amendments to this Agreement toward the end of rendering the respective positions of the parties generally equivalent to the positions set forth herein.

L. In the event that any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, then the other terms and provisions of this Agreement shall not be affected thereby and said terms and provisions shall remain in full force and effect.

M. A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, prior to the recording of the mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached **Exhibit F**.

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Commented [A6]: Instead of a Memorandum, is there an issue with recording the entire Agreement?

N This Agreement shall be construed pursuant to the laws of the State of Wisconsin Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Milwaukee County The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation

[Signature page(s) follow]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written

DEVELOPER:

By _____
(Name and Title)

Date _____

STATE OF WISCONSIN)
)ss
_____ COUNTY)

Personally appeared before me this ____ day of _____, ~~2020201~~2020, the above-named _____, the _____ of _____, 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 _____

City of Franklin, Wisconsin

By _____
Stephen R Olson, Mayor
Date _____

By _____
Paul Rotzenberger, Director of Finance and Treasurer
Date _____

Attest _____
Sandra L Wesolowski, City Clerk
Date _____

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, ~~2020201~~2020, 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
Date _____

This instrument was drafted by

EXHIBIT A

Property Legal Description

EXHIBIT A-1

~~Lots Depiction p. ___ of Certified Survey Map No. ____~~

EXHIBIT B

Form of Certification of Completion

FORM OF CERTIFICATE OF COMPLETION

_____, 20__

City of Franklin
Attn _____
_____
_____

Re Certificate of Completion

Ladies & Gentleman,

This Certificate is being delivered pursuant to the Development Agreement dated as of _____, 2020 between the undersigned and the City of Franklin, Wisconsin

The undersigned hereby certifies the Project has been completed in accordance with the requirements of the terms and conditions of the Development Agreement and that an occupancy certificate for the Project has been issued, a copy of which is attached hereto

_____

By _____
Title _____

EXHIBIT B-1

PUBLIC IMRPOVEMENTS

EXHIBIT B-2

PUBLIC IMPROVEMENTS SCHEDULE

EXHIBIT C

INDUSTRIAL SPEC AND/OR COMMERCIAL USE BUILDINGS AND DEVELOPMENT SCHEDULE

EXHIBIT F

Memorandum of Development Agreement

Document Number	**MEMORANDUM OF DEVELOPMENT AGREEMENT** Document Title

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the ____ day of _____, 2020, by and between [_____, a Wisconsin _____, and assigns] **("Developer")**, and the **CITY OF FRANKLIN**, a municipal corporation of Milwaukee County, Wisconsin ("City")

Recording Area

Name and Return Address

PIN

WITNESSETH:

WHEREAS, Developer and the City entered into that certain Development Agreement dated _____ ___, 2020 ("**Development Agreement**") The full Development Agreement is available for inspection and copies can be obtained at the City of Franklin City Hall, and

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Milwaukee County, State of Wisconsin in order to place third parties on notice of the Development Agreement and Developer's and the City's rights and obligations thereunder, some of which are hereinafter summarized

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the City hereby acknowledge as follows

1 **PROPERTY.** The **"Property"** is land located in the City of Franklin, Milwaukee County, State of Wisconsin, legally described on Exhibit A attached hereto

2 **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms

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3 **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the City with respect to the subject matter therein contained This Memorandum is solely for recording and notice purposes

4 **COUNTERPART SIGNATURES.** This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Developer and the City have executed this Memorandum effective as of the date first written above.

DEVELOPER	**CITY**
	CITY OF FRANKLIN
By _____ Name Title	By _____ Stephen R Olson, Mayor
	By _____ Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
)ss
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2020, the above-named _____, the _____ of _____, 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 _____

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2020, the above-named Stephen R. Olson and Sandra L Wesolowski, Mayor 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 _____

This Document was drafted by

EXHIBIT A

LEGAL DESCRIPTION

Certified Survey Map No _____

Tax Key No _____

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

JHB PROPERTIES, LLC AND ZS ENTERPRISES, LLC
INDUSTRIAL SPEC BUILDINGS MIXED USE DEVELOPMENT

rough draft 7/30/20

August 2020

DEVELOPMENT AGREEMENT
FOR
JHB PROPERTIES, LLC AND ZS ENTERPRISES, LLC
INDUSTRIAL SPEC BUILDINGS MIXED USE DEVELOPMENT

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 2020, by and between JHB Properties, LLC, a Wisconsin limited liability company, its successors and/or assigns, and ZS Enterprises, LLC, a Wisconsin limited liability company, its successors and/or assigns , hereinafter, together and individually called the "Developer" 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 Developer desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Development"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"); and

WHEREAS, the Developer having applied to the City for approval of a Tax Incremental District No. 8 Development Agreement for an Industrial Spec Buildings Mixed Use Development, and the terms and provisions thereof providing that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, to wit: public water service, sanitary sewer service, stormwater sewer service and utilities including street lights; and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Development 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 Development will best promote the health, safety and general welfare of the community, and hence is willing to approve the Development provided the Developer proceed with the installation of the Improvements in and as may be required for the Development, 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 Development 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 Developer 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 Developer 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 Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) _____ _____ and 00/100 Dollars as itemized in attached Exhibit "D".

5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of $_____, 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 shall 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 Developer 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 Developer 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 Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer 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 Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the

Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Developer, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code.

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 Development. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Developer. 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: [*n.b* : (a) & (f) remain, balance are adds/deletions]

(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 Development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility

services to the Development. 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 Development 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 Developer 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 Developer agrees that it shall be fully responsible for all the Improvements in the Development 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 Developer. The Developer's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.

9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development 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 Development, 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 Developer 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 Developer 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 Developer promptly, in writing, notice of the alleged loss, damage or injury.

11. Except as otherwise provided in Paragraph 12. below, the Developer 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 Developer or any subcontractor retained by the Developer;

(b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors;

(c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period;

(d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or

(e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.

12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.

13. The Developer 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 Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer 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 Developer 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 Developer and all subcontractors retained by the Developer 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 Developer or by any subcontractor retained by the Developer or by anyone directly or indirectly employed by either the Developer or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14.(a)(1) and Paragraph 14.(a)(2). The amounts of such insurance coverage shall be as follows:

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

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

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

(b) The Developer 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 Developer 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 Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.

16. The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Development and that no future lot assessments or other types of special assessments of any kind will be made against the Development by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer.

17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required by _____.

18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer'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. Developer 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 Developer remains liable hereunder. This Agreement shall run with the land.

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

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

SEALED IN PRESENCE OF: _____
[Developer/Entity]

By:_____
Name: _____
Title: _____

Party of the First Part

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally came before me this _____ (day) of _____, 20_____, the above named _____ of _____ and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said _____ by its authority.

or

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

_____
Notary Public,_____County, WI
My commission expires: _____

CITY OF FRANKLIN

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

COUNTERSIGNED:

By: _____
Name: Sandra L. Wesolowski

Title: City Clerk

Party of the Second Part

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally came before me this ____ day of _____, 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 Resolution No. _____, adopted by its Common Council on the _____ 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

INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
[NAME OF DEVELOPMENT]

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

EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
FOR
[NAME OF DEVELOPMENT]

LEGAL DESCRIPTION OF DEVELOPMENT

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
[NAME OF DEVELOPMENT]

GENERAL DESCRIPTION
OF
REQUIRED DEVELOPMENT
IMPROVEMENTS

[*n b* : subject to adds/deletions per specific Development requirements]
Description of improvements required to be installed to develop the [Name of] Development.

*S Denotes contract for improvements to be awarded, financed and paid for by the Developer in lieu of special assessments.

*C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Developer in accordance with this agreement.

(N.A.) Denotes improvement is not required to be installed in the Development.

(1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

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

1. Grading of all lots and blocks within the Development in conformance with the approved grading plan. *S

2. Grading of the streets within the Development 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 Development, 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 Development 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 Development, 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 Development 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 Development to the approved grade and in accordance with the City specifications.	*S
10.	Concrete sidewalks in the Development to the approved grade and in accordance with the City specifications.	*S
11.	Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Development as approved by the City.	*S
12.	Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City.	(N.A.)
13.	Street trees.	*S
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 Development 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.	*C
18.	Street signs identifying the Development street in such locations and such size and design as determined by the City.	*C
19.	Title evidence on all conveyances.	*S

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
[NAME OF DEVELOPMENT]

GENERAL DEVELOPMENT REQUIREMENTS

[*n b* : subject to adds/deletions per specific Development requirements]

I. GENERAL

A. The Developer 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 Development 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 Development shall be served by a water main.

2. The Developer 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 Development as directed by the City Engineer.

3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.

4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.

B. Construction

1. All construction shall be in accordance with the specifications of the City.

2. Inspection of the work shall be at the Developer'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 Development 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 Development shall be served by a sanitary sewer.

2. Laterals shall be laid to the lot line of each and every lot.

3. a) The Developer shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Development 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 Development as described in Section IV. B. 3.(a) above, the City is hereby granted the right to install said extensions within the Development at the expense of the Developer. 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 assessments, of the Municipal Code.

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Development 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 Developer'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 Developer shall be responsible for the storm drainage until it crosses the exterior property line of the Development 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 Developer of the Development will, in the opinion of the City Engineer, cause water problems downstream from the Development which will reasonably require special consideration, the Developer 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 Development 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 Development certification. The 2" A/C surface course shall be installed when 90% of the lots within the Development have been built upon or at the discretion of the City Engineer.

   Before the final lift of asphalt can be installed within a Development the Developer 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 Developer'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 Developer.

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

D. Snow Removal and Ice Control

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

a) The plat is recorded; and

b) The streets have been provisionally approved by the City.

VII. EASEMENTS

A. Drainage

1. All drainage easements dedicated to the public shall be improved as follows:

   a) Storm sewer or lined invert open channel, unless otherwise agreed upon by the Developer and the City.

   b) Side slopes no steeper than 4:1.

   c) Landscaped in accordance with the applicable City regulations and/or approvals conditions for the Development for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.

2. Pedestrian

   a) The pedestrian walks shall be paved with chips as required by the City Engineer and shall be five (5) feet wide.

   b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:

   a) The sanitary and storm sewer and water mains have been installed, tested and approved.

   b) Drainage has been rough graded and approved.

   c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.

   d) The plat has been recorded.

e) All Development 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 Developer 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 Developer fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Developer, 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 Development 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 Developer 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 Developer. 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 Developer agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
FOR [NAME OF DEVELOPMENT]

ESTIMATED IMPROVEMENT COSTS

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

Said costs for the project are estimated to be as follows:
[*n b* : subject to adds/deletions per specific Development requirements]

DESCRIPTION	COSTS
Grading (including Erosion Control)	
Sanitary System	
Water System	
Storm Sewer System	
Paving (including sidewalk)	
Street Trees (x $400/lot)	
Street Lights ( ) @ approximately $5,000/ea.	
Street Signs	
Underground Electric, Gas and Telephone	
Retention Basin	
SUBTOTAL	
Engineering/Consulting Services	
Municipal Services (7% of Subtotal)	
Contingency Fund (20% of Subtotal)	
TOTAL:	

Total: _____/100 Dollars.

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

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
[NAME OF DEVELOPMENT]

ADDITIONAL DEVELOPMENT REQUIREMENTS

[*n b* : subject to adds/deletions per specific Development requirements]

1. The Developer agrees that it shall pay to the City of Franklin the street light installation and underground wiring costs as determined by the WE Energies Company for ____ ( ) 100-watt ornamental sodium vapor light(s).

2. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.

3. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.

4. The Developer agrees to pay the City for street trees planted by the City on _____ _____ 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 Developer, the Developer's sub-contractors, or the lot owners.

5. The requirements for the installation of concrete driveway approaches shall be omitted from this agreement because the Developer will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.

6. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.

7. The Developer 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 Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.

8. Prior to commencing site grading, the Developer 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 Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.

9. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.

10. The Developer shall install a _____-inch diameter water main on _____ from the existing water main located at _____ of the Development. The City shall reimburse to the Developer the cost of the oversize portion of the installation (over an 8" diameter as calculated by the City Engineer) in five equal annual installments, without interest, beginning the February 15th following the completion of the installation, its placement into operation and the final acceptance of same by the City Engineer. The City also agrees to enter into an agreement with the Developer which may reimburse to the Developer the cost of the non-oversize portion of the installation based upon the collection of the pro-rated cost for such abutting property owners that connect to the water main on _____ installed by the Developer. The pro-ration shall be upon a front foot basis. Such non-oversize cost reimbursement shall only be made by the City to the Developer upon the City's receipt of such pro-rated costs from an abutting property owner within ten years from the final acceptance of the installation by the City Engineer. Such non-oversize cost reimbursement shall not include interest, shall not be made after the expiration of the aforesaid ten years and shall in no way be guaranteed by or be an obligation of the City other than to pay to the Developer such pro-rated costs if received as aforesaid.

11. Prior to commencing any land disturbance, the Developer shall employ a forestry expert approved by the Environmental Commission to review the development and during the development process make periodic inspections to monitor the activity relative to the protection of the woodlands. Periodic reports shall be furnished to the Environmental Commission, Planning Manager and City Engineer, the purpose of these requirements being to ensure compliance with the Unified Development Ordinance.

12. The Developer shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.

13. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer and/or owners association.

14. The Developer shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the

Franklin Plan Commission or as may otherwise be provided by the UDO, prior to recording of the Final Plat. The Developer is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.

15. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing detention basin and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.

16. Construction Requirements:

    a) Prior to any construction activity on the site, Developer 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 _____.

17. The Developer shall provide for the connection to the existing _____ and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
[NAME OF DEVELOPMENT]

CONSTRUCTION SPECIFICATIONS

[*n b* : subject to adds/deletions per specific Development requirements]
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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/4/20
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of August 4, 2020.

COUNCIL ACTION REQUESTED

Franklin
WISCONSIN

414-425-7500

License Committee
Agenda*
Aldermen's Room
August 4, 2020 – 5:15 p.m.

1.	**Call to Order & Roll Call**	**Time:**
2.	**Applicant Interviews & Decisions**	
License Applications Reviewed		**Recommendations**

Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Combination, Bowling Alley, Entertainment & Amusement 5:35 p.m.	**Country Lanes Bowling, LLC** Dba Country Lanes Bowling Center 7499 S North Cape Rd Kevin Meier, Agent			
Temporary Entertainment & Amusement 5:40 p.m.	**Romey's Place** Person in Charge: Nathan J Fabry Location: Romey's Place, 7508 S. North Cape Rd. Date/Time of Event: Saturday September 5th, 2020 12:00p.m.-10:00p.m.			
Entertainment & Amusement 5:45 p.m.	**Swiss Street Pub & Grill** Person in Charge: John Trudeau Location: Swiss Street, 11430 W Swiss St. Date/Time of Event: "Back Parking Lot, Music on the Weekends."			
Temporary Entertainment & Amusement 5:50 p.m.	**The Landmark** Person in Charge: Lori Knack-Helm Location: 11401 W Swiss St Date/Time of Event: September 5 & 6th, 12:00p.m.-10:00p.m.			
Temporary Entertainment & Amusement Change of Date 5:55 p.m.	**St. Paul's Evangelical Lutheran Church** Person in Charge: Jaime Petricek Event: 2020 Fundraiser: Silent/Live Auction Location: 6881 S. 51st St Event Date: Saturday, September 26, 2020			
Temporary Class B Beer and Wine Change of Date	**St. Paul's Evangelical Lutheran Church** Person in Charge: Jaime Petricek Event: 2020 Fundraiser: Silent/Live Auction Location: 6881 S. 51st St Event Date: Saturday, September 26, 2020			
Operator 2020-2021 New 6:00 p.m.	**Borger, Heather M** 511 Montana Ave South Milwaukee, WI 53172 Hideaway Pub & Eatery			
Operator 2020-2021 New 6:05 p.m.	**Evans, Destanie** 726 Marquette Ave #2 South Milwaukee, WI 53172 Irish Cottage			
Operator 2020-2021 New 6:10 p.m.	**Miller, Shannon P** W124S8236 North Cape Rd Muskego, WI 53150 Swiss Street Pub & Grill			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator **2020-2021** **New** **6:15 p.m.**	**Soltis, Joseph A** 4155 S Lake Dr #22 St. Francis, WI 53235 Hideaway Pub & Eatery			
Operator **2020-2021** **New**	**Cook, Amanda J** 10324 W Bunzel Ave Hales Corners, WI 53130 Tuckaway Country Club			
Operator **2020-2021** **New**	**Dresdow, Ava R** 8113 W Dreyer Pl West Allis, WI 53219 Romey's Place			
Operator **2020-2021** **New**	**Ebert, John R** 1137 27th St Caledonia, WI 53108 Polish Center of Wisconsin			
Operator **2020-2021** **New**	**Hasenstein, Dale G** 3033 S 91st St West Allis, WI 53227 Polish Center of Wisconsin			
Operator **2020-2021** **New**	**Helm, Amber E** 11401 Parkview Ln Hales Corners, WI 53130 Landmark			
Operator **2020-2021** **New**	**Howell, Jeanne E** S45W25670 Red Oak Ct Waukesha, WI 53189 Tuckaway Country Club			
Operator **2020-2021** **New**	**Lehman, John B** 1301 S 76th St West Allis, WI 53214 Polish Center of Wisconsin			
Operator **2020-2021** **New**	**Planton, Allison M** 14900 W Wilbur Dr., Unit 1204 New Berlin, WI 53151 The Rock Sports Complex			
Operator **2020-2021** **New**	**Rodriquez, Daniel T** 8014 W Hilltop Ln Franklin, WI 53132 Country Lanes			
Operator **2020-2021** **New**	**Stanojevic, Ivana** 613 Clark Avenue South Milwaukee, WI 53172 Walgreens # 05884			
Operator **2020-2021** **New**	**Thomason, Carly P** 7007 W Coldspring Rd Apt 2 Greenfield, WI 53220 Iron Mike's			
3.	**Adjournment**			
		Time		

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/04/2020
Bills	Vouchers and Payroll Approval	ITEM NUMBER I.

Attached are vouchers dated July 17, 2020 through August 1, 2020 Nos. 179163 through Nos 179319 in the amount of $ 3,355,591.45. Also included in this listing are EFT's Nos. 4355 through Nos 4363, Library vouchers totaling $ 29,606.99, Tourism vouchers totaling $ 207.86, Water Utility vouchers totaling $ 9,998. Voided checks in the amount of $ (1,406.03) are separately listed.

Early release disbursements dated July 17, 2020 through July 31, 2020 in the amount of $ 507,255 80 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 31 2020 is $ 450,597.82 previously estimated at $ 416,000 00 Payroll deductions dated July 31, 2020 are $ 441,089.81 previously estimated at $ 445,000.00.

The estimated payroll for August 14, 2020 is $ 395,000.00 with estimated deductions and matching payments of $ 217,000.00.

There were no property tax distributions.

Approval to release transfer to American Deposit Management in the amount of $9,000,000 00 for temporary tax investment.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of August 1, 2020 in the amount of $ 3,355,591 45 and
- Payroll dated July 31, 2020 in the amount of $ 450,597.82 and payments of the various payroll deductions in the amount of $ 441,089.81 plus City matching payments and
- Estimated payroll dated August 1, 2020 in the amount of $ 395,000.00 and payments of the various payroll deductions in the amount of $ 217,000.00, plus City matching payments and
- Approval to release tax transfer to American Deposit Management in the amount of $9,000,000 00.

ROLL CALL VOTE NEEDED

Finance Dept – KM