

The Facebook page for the Economic Development Commission (<https://www.facebook.com/forwardfranklin/>) will be live streaming the Common Council meeting so that the public will be able to watch and listen to the meeting.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, AUGUST 18, 2020 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes - Regular Common Council Meeting of August 4, 2020.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Project Updates for Ballpark Commons.
 - 2. A Resolution to Award the 2020 Fire Station Alerting System Installation Project.
 - 3. An Ordinance to Amend §15-3.0415 of the Unified Development Ordinance, Planned Development District No. 10 (Riverwood Village-Bouraxis) to Allow for Building Exterior Changes and to Permit South Elevation Signage for Milwaukee Habitat for Humanity Restore (Dominic Jaehnke, Director of Restore, Milwaukee Habitat for Humanity, Inc., Applicant) (6939 West Riverwood Boulevard).
 - 4. Franklin Preferences for Wisconsin Department of Transportation Design for Frontage Road Along S. Lovers Lane Road (U.S 45 / STH 100) from W. Herda Place to S. Phyllis Lane.
 - 5. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Approval of a Certified Survey Map for Scott A. Mayer and Susanne Mayer at 9533 W. Ryan Road.
 - 6. A Resolution to Issue Change Order No. 1 to the Wanasek Corporation for the Ryan Creek Interceptor Odor Reduction Project in the Amount of \$9,030.
 - 7. A Resolution Approving the Wisconsin Department of Natural Resources NR-0208 Compliance Maintenance Report for 2019.
 - 8. An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budgets for the Capital Outlay Fund to Move \$26,900 from Contingency Appropriations to Police Software and Create a Grant Resource for \$16,130 to Upgrade the 9-1-1 Emergency System.

Common Council Meeting Agenda

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9. An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budgets for the General Fund to Move Contingency Appropriations for the Municipal Building Inspections Project.
10. An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budgets for the Capital Improvement Fund to Move \$30,000 of Contingency Appropriations for the S. 68th Street Vertical Alignment Improvements and \$7,000 for the W. Rawson Avenue Street Light Projects.
11. Review Options to Improve Rawson Avenue and 27th Street as a Gateway to Franklin.
12. An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budgets for the Donations Fund to Provide \$15,000 of Capital Appropriations for Police Equipment.
13. Report on Expenditures Related to the COVID-19 Public Health Emergency Through August 14, 2020.
14. Reschedule Common Council Meeting of November 3, 2020 Due to General Election.
15. 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 where 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.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of August 18, 2020.

I. Bills.

Request for Approval of Vouchers and Payroll.

Common Council Meeting Agenda

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J. Adjournment.

*Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website www.franklinwi.gov

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

REMINDERS:

August 18	Common Council Meeting	6:30 p.m.
August 20	Plan Commission Meeting	7:00 p.m.
September 7	Labor Day	City Hall Closed
September 1	Common Council Meeting	6:30 p.m.
September 3	Plan Commission Meeting	7:00 p.m.
September 15	Common Council Meeting	6:30 p.m.
September 17	Plan Commission Meeting	7:00 p.m.

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
AUGUST 4, 2020
MINUTES

ROLL CALL	A.1.	The regular meeting of the Common Council was held on August 4, 2020 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber and Alderman John R. Nelson. Also present were Dir. of Administration Peggy Steeno, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.
CITIZEN COMMENT	B.1.	Citizen comment period was opened at 6:32 p.m. and closed at 6:35 p.m.
MAYORAL ANNOUNCEMENT	B.2.(a)(i)	Director of Health & Human Services Courtney Day presented a status report on the COVID-19 pandemic in Franklin.
	B.2.(a)(ii)	Director of Health & Human Services Courtney Day presented information on the City Hall Mask Policy.
	B.2.(b)	Mayor Olson presented an update on the City Hall landscaping project.
	B.2.(c)	Director of Clerk Services/City Clerk Sandi Wesolowski presented information on the status of the preparation for the August 11, 2020 Partisan Primary Election.
MINUTES JULY 21, 2020	C.	Alderwoman Wilhelm moved to approve the minutes of the regular Common Council Meeting of July 21, 2020 as presented at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried.
BALLPARK COMMONS UPDATE	G.1.	The project update for Ballpark Commons was tabled to the August 18, 2020 Common Council meeting.
2020 DEMOCRATIC NATIONAL CONVENTION	G.2.	Alderman Barber moved to approve the letter regarding termination of the Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, sent by the City of Franklin Chief of Police on July 23, 2020, and the ratification thereof, with the authorization hereby granted to the Chief of Police to reinstate such Agreement and its terms of the provisions and the services to be provided thereunder in the event the City of Milwaukee timely cures the compliance and performance subject matter of the letter regarding termination, and to notify the City of

Milwaukee of this Common Council action. Seconded by Alderman Dandrea. All voted Aye; motion carried.

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| 911 NEXTGEN | G.3. | Alderman Barber moved to approve the purchase and installation of the Nelson Systems NexLog system for call recording and logging system in the Police Department, and further that the Director of Finance & Treasurer prepare budget amendment to move contingency appropriation to Police Equipment and reflect the grant resources approved. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried. |
| REMOTE
GOVERNMENT
MEETING
ATTENDANCE | G.4. | <p>Alderman Barber moved to adopt an Ordinance to amend the Municipal Code to provide for Common Council, Boards', Commissions', and Committees' Members, Applicants', and the Public Remote Government Meetings Attendance. Motion died due to the lack of a second.</p> <p>Alderwoman Wilhelm moved to place on file An Ordinance to Amend the Municipal Code to Provide for Common Council, Boards', Commissions' and Committees' Members, Applicants', and the Public Remote Government Meetings Attendance. Seconded by Alderman Dandrea.</p> |
| RES. 2020-7653
EXTENSION OF
PUBLIC HEALTH
EMERGENCY
COVID-19 | G.5. | <p>Alderwoman Wilhelm moved to adopt Resolution No. 2020-7653, A RESOLUTION TO AMEND A RESOLUTION IN RATIFICATION OF A PROCLAMATION DECLARING A PUBLIC HEALTH EMERGENCY IN RESPONSE TO THE CORONAVIRUS DISEASE 2019 (COVID-19), AS AMENDED, TO EXTEND THE TIME PERIOD OF THE PUBLIC HEALTH EMERGENCY UNTIL JANUARY 5, 2021 AND TO ALLOW FOR CITIZEN COMMENT SUBMITTED IN WRITING TO BE READ INTO RECORD. Seconded by Alderman Dandrea.</p> <p>Alderwoman Hanneman moved to amend the Resolution to provide that such comments submitted in writing are to be distributed to the Alderpersons. Seconded by Alderman Dandrea. All voted Aye; motion carried.</p> <p>Upon voice vote on the main motion as amended, all voted Aye. Motion carried.</p> |
| ORD. 2020-2442
AMEND PDD 18
(FRANKLIN
BUSINESS ARK) | G.6. | Alderwoman Hanneman moved to adopt Ordinance No. 2020-2442, AN ORDINANCE TO AMEND §15-3.0423 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 18 (FRANKLIN BUSINESS PARK) TO AMEND |

SECTION 13.(10) OF ORDINANCE NO. 93-1279, i.e. §15-3.0423(10), TO ALLOW THE COMMUNITY DEVELOPMENT AUTHORITY TO WAIVE DRIVEWAY SETBACKS FROM INTERIOR LOT LINES OF A PROPERTY ZONED PLANNED DEVELOPMENT DISTRICT NO. 18 WHEN ABUTTING A NEWLY CREATED BY CERTIFIED SURVEY MAP PROPERTY ZONED PLANNED DEVELOPMENT DISTRICT NO. 18 AND THE PROPERTIES SHARE AN EXISTING DRIVEWAY (AT 9750 SOUTH OAKWOOD PARK DRIVE). Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2020-7654
2 LOT CSM
(WIS. COMMERCIAL
2015, LLC)
9750 S. OAKWOOD
PARK DR.

G.7.

Alderswoman Hanneman moved to adopt Resolution No. 2020-7654, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING PARCEL 3 OF CERTIFIED SURVEY MAP NO. 6566, RECORDED SEPTEMBER 29, 1998, AS DOCUMENT NO. 7607434, IN THE NE 1/4 AND SE 1/4 OF THE NE 1/4 OF SECTION 26, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (WISCONSIN COMMERCIAL 2015, LLC) (9750 SOUTH OAKWOOD PARK DRIVE). Seconded by Alderman Dandrea. All voted Aye; motion carried.

W. MARQUETTE
AVE. ROAD
EXTENSION

G.8.

Alderman Barber moved to direct Staff to proceed with Option 1 as outlined in the Common Council meeting packet which requires developers to pay for and construct infrastructure for the W. Marquette Avenue road extension between S. 49th Street and S. 51st Street. Seconded by Alderswoman Hanneman. On roll call, Alderman Barber voted Aye; Alderman Dandrea, Alderman Mayer, Alderswoman Wilhelm, Alderswoman Hanneman, and Alderman Nelson voted No. Motion failed.

Alderswoman Wilhelm moved to direct staff to prepare the necessary documents to receive developers' donations for the road right-of-way and engineering specifications for W. Marquette Avenue and to advertise for bids for a competitive public works project, along with an alternate bid for addition to water and sewer, and for the City to look at the application of impact fees for the length of the pedestrian way. Seconded by Alderman Mayer. On roll call, Alderman Nelson, Alderswoman Hanneman, Alderswoman Wilhelm, Alderman Mayer, and Alderman Dandrea voted Aye; Alderman Barber voted No. Motion carried.

RES. 2020-7655
PLEASANT VIEW
PARK PAVILION

G.9.

Alderswoman Wilhelm moved to adopt Resolution No. 2020-7655, A RESOLUTION TO ISSUE A CHANGE ORDER 03 FOR PLEASANT VIEW PAVILION (4901 W. EVERGREEN STREET)

IN THE AMOUNT OF \$8,565.30, with funding from the land acquisition account. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

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| RES. 2020-7656
MEGA MEDIA
XCHANGE
6544 S. LOVERS
LANE RD. | G.10. | Alderman Nelson moved to adopt Resolution No. 2020-7656, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE TO OPERATE A MEGA MEDIA XCHANGE STORE, WITH THE ADDITION OF A GAMING LOUNGE, LOCATED AT 6544 SOUTH LOVERS LANE ROAD (GARDEN PLAZA SHOPPING CENTER) (ROBERT A. SETTECASE, OWNER OF MMX3 LLC (MEGA MEDIA XCHANGE), APPLICANT). Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| CONSERVATION
EASEMENT AT
9533 W. RYAN RD. | G.11. | Alderman Nelson moved to table to the August 18, 2020, Common Council meeting, A Resolution Authorizing Certain Officials to Accept a Conservation Easement For and as Part of the Approval of a Certified Survey Map for Scott A. Mayer and Susanne Mayer at 9533 W. Ryan Road. Seconded by Alderwoman Hanneman. All voted Aye; motion carried. |
| RES. 2020-7657
S. 116TH ST. TRAIL | G.12. | Alderman Nelson moved to adopt Resolution No. 2020-7657, A RESOLUTION FOR GRAEF-USA, INC. TO DESIGN THE SOUTH 116TH STREET TRAIL FOR \$150,000. Seconded by Alderwoman Hanneman. All voted aye; motion carried. |
| LIGHTS FOR RYAN
MEADOWS
SUBDIVISION | G.13. | Alderman Nelson moved to direct City Engineer to order installation of lights for Ryan Meadows Subdivision, funding from Capital Improvement Contingency Account. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| SEWAGE GRINDER
PUMP AT 10609 W.
ST. MARTINS RD. | G.14. | Alderman Nelson moved to enter into an agreement to allow a sewage grinder pump at 10609 W. St. Martins Road (TKN 800 9999 002), with Staff to record agreement with the Milwaukee Register of Deeds office. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| 2020 ROAD
PROGRAM | G.15. | Alderman Barber vacated his seat at 8:40 p.m. and returned to his seat at 8:45 p.m. |

No action was taken to authorize staff to replace W. Puetz Road segments in the 2020 Road Program with W. Bosch Lane and W. Fitzsimmons Road.

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| RES. 2020-7658
INDUSTRIAL PARK
LIFT STATION | G.16. | Aldерwoman Hanneman moved to adopt Resolution No. 2020-7658, A RESOLUTION TO AWARD DESIGN OF INDUSTRIAL PARK LIFT STATION (10100 S. 60TH STREET) REPLACEMENT TO GRAEF-USA, INC. FOR \$202,100. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| RES. 2020-7659
CHANGE ORDER
NO. 1
2020 CITY HALL
SIGN | G.17. | Alderman Nelson moved to adopt Resolution No. 2020-7659, A RESOLUTION TO ISSUE A CHANGE ORDER NO. 1 FOR THE 2020 CITY HALL SIGN PROJECT TO MICHAEL'S SIGNS, INC. IN THE AMOUNT OF \$5,350. Seconded by Alderman Barber. On roll call, Alderman Nelson, Alderman Barber, Aldерwoman Hanneman, Aldерwoman Wilhelm, and Alderman Dandrea voted Aye; Alderman Mayer voted No. Motion carried. |
| COVID-19 EXP.
UPDATE | G.18. | No action was required on the report on expenditures related to the COVID-19 Public Health Emergency through July 30, 2020. |
| JUNE 2020
FINANCIAL REPORT | G.19. | Aldерwoman Hanneman moved to receive and place on file the June, 2020 Monthly Financial Report. Seconded by Alderman Barber. All voted Aye; motion carried. |
| PRIVATE PROPERTY
INFLOW AND
INFILTRATION | G.20. | Alderman Barber moved to direct Staff to work with Milwaukee Metropolitan Sewerage District to develop a Franklin policy to eliminate Private Property Inflow and Infiltration (PPII) from the sanitary sewer. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| LICENSES AND
PERMITS | H. | <p>Alderman Nelson moved to approve the following:
Grant Class B Combination license, Entertainment & Amusement license and Bowling Alley License, subject to payment and background check to Country Lanes Bowling LLC, dba Country Lanes Bowling Center, Kevin Meier, Agent, 7499 S. North Cape Rd.;</p> <p>Held until next meeting: Temporary Entertainment & Amusement to The Landmark, Lori Knack-Helm, 11401 W. Swiss St.; Entertainment and Amusement License to Swiss Street Pub & Grill, John Trudeau, 11430 W Swiss St.;</p> <p>Withdrawn: Temporary Class B Beer and Wine License to St. Paul's Evangelical Lutheran Church, Jamie Petricek, 6881 S 51st St; Temporary Entertainment and Amusement to St. Paul's Evangelical Lutheran Church, Jamie Petricek, 6881 S. 51st St; Temporary Entertainment and Amusement License to Romey's Place, Nathan J Fabry, 7508 S. North Cape Rd;</p> |

Hold for appearance the Operators' license applications of Heather M Borger, 511 Montana Ave., South Milwaukee; Destanie Evans, 726 Marquette Ave #2, South Milwaukee; Dale G Hasenstein, 3033 S. 91st St., West Allis; John B Lehman, 1301 S. 76th St., West Allis; Daniel T Rodriquez, 8014 W Hilltop Ln., Franklin;

Grant Operator license to Shannon P Miller (with a warning letter from the City Clerk), W124S8236 North Cape Rd., Muskego; Joseph A Soltis, 4155 S. Lake Dr. #22, St. Francis; Amanda J Cook, 10324 W Bunzel Ave., Hales Corners; Ava R Dresdow, 8113 W Dreyer Pl., West Allis; John R Ebert, 1137 27th St., Caledonia; Amber E Helm, 11401 Parkview Ln., Hales Corners; Jeanne W Howell, S45W25670 Red Oak Ct., Waukesha; Allison M Planton (with a warning letter from the City Clerk), 14900 W. Wilbur Dr., Unit 1204, New Berlin; Ivana Stanojevic, 613 Clark Ave., South Milwaukee; Carly P Thompson, 7007 W Coldspring Rd. Apt #2, Greenfield.

Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Dandrea moved to approve the following:
City vouchers with an ending date of August 1, 2020 in the amount of \$3,313,894.17 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. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

TID 8
DEVELOPMENT
AGREEMENT

- G.21. Alderman Dandrea moved to enter closed session at 9:41 p.m. pursuant to Wis. Stat. § 19.85 (1)(e), for the 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 onto the south side of West Elm Road in the approximately 3500 block area where 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. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried

Upon reentering open session at 10:19 p.m., Alderwoman Wilhelm moved to put this matter over to the August 18, 2020, Common Council meeting. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J.

Alderman Barber moved to adjourn the meeting at 10:19 p.m. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

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APPROVAL <i>SW</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 18, 2020
REPORTS & RECOMMENDATIONS	Project Updates for Ballpark Commons	ITEM NUMBER <i>G. 1.</i>

Representatives from Ballpark Commons will present an update on the development.

COUNCIL ACTION REQUESTED

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

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/18/2020
REPORTS & RECOMMENDATIONS	A Resolution to Award the 2020 Fire Station Alerting System Installation Project	ITEM NUMBER G.2.

Background: On July 21, 2020 the Common Council approved a motion authorizing the Fire Department to solicit competitive bids for installation of the United States Digital Designs (USDD) station-specific alerting system in accordance and compliance with all applicable state and local statutes and ordinances.

Bid documents were prepared and the Advertisement for Bid notice was published in the paper on July 29, 2020 and August 5, 2020. Bids were opened at 11 a.m. on Thursday, August 13, 2020.

Analysis: Three (3) lump sum bids were received on August 13, 2020:

\$23,819.11 Integral Building Systems, Inc.
 \$49,000.00 General Communications, Inc.
 \$50,747.00 Digicom, Inc.

All bid materials from all three contractors appear complete and satisfactory and all three contractors have undergone USDD certified training, have current certifications from USDD, and are qualified to perform the proper installation of the system. Staff has received very positive reports on Integral Building Systems, Inc. and recommend that the Common Council award the 2020 Fire Station Alerting System Installation project to Integral Building Systems, Inc. in the amount of \$23,819.11.

Fiscal Note: The 2019 Capital Improvement Fund adopted budget contained a \$265,000 appropriation for the Fire Station Alerting System. On January 7, 2020, the Common Council approved Ordinance 2020-2406, an ordinance amending Ordinance 2019-2398, an ordinance adopting the 2020 Annual Budget for the Capital Improvement Fund to provide for carry forward of appropriations for the Fire Station Specific Alerting System to the 2020 Capital Improvement Fund. Also on January 7, 2020, the Common Council authorized the execution of a contract with USDD for an amount not-to-exceed \$184,126.43 for purchase of the software and hardware and software installation and programming for the Fire Station Alerting System. Additionally, approximately \$20,000 was set aside for updates to the ProPhoenix System for this project and \$4,800 was already expended on the installation design bid documents prepared by Starfire Systems. Thus, \$56,073.57 remains for the installation portion of the Fire Station Alerting System project (\$265,000-\$184,126.43-\$20,000-\$4,800). If the Common Council awards the installation portion of this project to Integral Building Systems, Inc. for \$23,819.11, the total project cost will be approximately \$32,254 under budget.

COUNCIL ACTION REQUESTED

A motion to approve Resolution No. 2020-____, A Resolution to Award the 2020 Fire Station Alerting System Installation Project to Integral Building Systems, Inc. in the amount of \$23,819.11.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2020-_____

A RESOLUTION TO AWARD THE 2020 FIRE STATION ALERTING SYSTEM
INSTALLATION PROJECT TO INTEGRAL BUILDING SYSTEMS, INC.
IN THE AMOUNT OF \$23,819.11

WHEREAS, the City of Franklin advertised and solicited bids for the 2020 Fire Station Alerting System Installation project; and

WHEREAS, the low bidder was Integral Building Systems, Inc. with a lump sum bid of \$23,819.11; and

WHEREAS, the 2020 Capital Improvement Fund contains sufficient appropriations for the Fire Station Specific Alerting System; and

WHEREAS, staff has recommended to the Common Council that the 2020 Fire Station Alerting System Installation project be awarded to Integral Building Systems, Inc. in the amount of \$23,819.11.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the 2020 Fire Station Alerting System Installation project be awarded to Integral Building Systems, Inc.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized and directed to execute a contract with Integral Building Systems, Inc. on behalf of the City of Franklin.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

YES _____ NOES _____ ABSENT _____

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/14/2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND §15-3.0415 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 10 (RIVERWOOD VILLAGE- BOURAXIS) TO ALLOW FOR BUILDING EXTERIOR CHANGES AND TO PERMIT SOUTH ELEVATION SIGNAGE FOR MILWAUKEE HABITAT FOR HUMANITY RESTORE (DOMINIC JAEHNKE, DIRECTOR OF RESTORE, MILWAUKEE HABITAT FOR HUMANITY, INC., APPLICANT) (6939 WEST RIVERWOOD BOULEVARD)	ITEM NUMBER 63.

At its August 6, 2020 meeting, the Plan Commission recommended approval of an ordinance to amend §15-3.0415 of the UDO, PDD No. 10 to allow for building and exterior changes and to permit south elevation signage for Milwaukee Habitat for Humanity Restore. The Plan Commission further recommended the inclusion of parking lot directional signage to better manage the flow of traffic.

The Plan Commission recommendations were incorporated into a revised draft ordinance.

The applicant is proposing to add a drive through and canopy to allow for drop offs of donated items, paint the building, and install signage to reflect their brand. Resale stores are a permitted use in PDD No. 10

COUNCIL ACTION REQUESTED

- A. (Minor Amendment Determination) A motion determining the proposed amendment to be a minor amendment.
- B. (Planned Development District Ordinance Amendment) A motion to adopt Ordinance No. 2020-_____, an ordinance to amend §15-3.0415 of the UDO, PDD No. 10 to allow for building and exterior changes and to permit south elevation signage for Milwaukee Habitat for Humanity Restore. (DOMINIC JAEHNKE, DIRECTOR OF RESTORE, MILWAUKEE HABITAT FOR HUMANITY, INC., APPLICANT) (6939 WEST RIVERWOOD BOULEVARD)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 7-30-20, Redraft 08-07-2020]

ORDINANCE NO. 2020-_____

AN ORDINANCE TO AMEND §15-3.0415 OF THE UNIFIED
DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT
DISTRICT NO. 10 (RIVERWOOD VILLAGE-BOURAXIS) TO ALLOW
FOR BUILDING EXTERIOR CHANGES AND TO PERMIT SOUTH ELEVATION
SIGNAGE FOR MILWAUKEE HABITAT FOR HUMANITY RESTORE
(DOMINIC JAEHNKE, DIRECTOR OF RESTORE, MILWAUKEE
HABITAT FOR HUMANITY, INC., APPLICANT)
(6939 WEST RIVERWOOD BOULEVARD)

WHEREAS, §15-3.0415 of the Unified Development Ordinance provides for and regulates Planned Development District No. 10 (Riverwood Village-Bouraxis), same having been created by Ordinance No. 95-1337 and later amended by Ordinance Nos. 97-1447, 98-1492, 99-1546, 00-1594, 00-1597, 01-1678, 02-1721, 03-1754, 04-1789, 04-1799, 05-1857, 08-1955, 12-2067, 12-2068 and 2015-2171; and

WHEREAS, Planned Development District No. 10 (Riverwood Village-Bouraxis) includes those lands legally described as follows:

LOT 4 OF RIVERWOOD VILLAGE SUBDIVISION, BEING A REDIVISION OF PARCELS 2, 3 AND 4 OF CERTIFIED SURVEY 6810, BEING A REDIVISION OF PARCELS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 5346, REEL 2395, IMAGE 1001; PARCEL 1 OF CERTIFIED SURVEY MAP NO. 136, REEL 540, IMAGE 283, LOT 209 OF HIDDEN LAKES NO. 4, VACATED STREET RIGHT OF WAY AND UNPLATTED LANDS IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4, THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN. Tax Key No. 738-0071-000; and

WHEREAS, Dominic Jaehnke, Director of ReStore, Milwaukee Habitat for Humanity, Inc., having petitioned for a further amendment to Planned Development District No. 10 (Riverwood Village-Bouraxis), to allow for changes to the existing building exterior of the property located at 6939 West Riverwood Boulevard (former Gander Mountain store) including painting the existing building, installation of a drive aisle and canopy at the north east end of the building for a customer drop-off and pick-up location (donation drop off center), installation of new signage and minor parking lot changes consisting of stall eliminations and relocation (relocating four Americans with Disabilities Act stalls at the south end of the building to the main parking field just east of the west entry into the site), to obtain approval of a site plan therefore; and

WHEREAS, the City of Franklin Plan Commission having considered the application on the 6th day of August, 2020, and the Plan Commission having determined that the proposed amendment was a minor amendment and having recommended to the Common Council that the proposed amendment to Planned Development District No. 10 (Riverwood Village-Bouraxis) be approved; and

WHEREAS, the Common Council having considered the application and having concurred with the recommendation of the Plan Commission and having determined that the proposed amendment to Planned Development District No. 10 (Riverwood Village-Bouraxis) is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and that it will promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0415 Planned Development District No. 10 (Riverwood Village-Bouraxis), of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended as follows: Ordinance No. 99-1546, Section 6, pertaining to building design, is hereby amended to allow for changes to the existing building exterior, including painting the existing building, installation of a drive aisle and canopy at the north east end of the building for a customer drop-off and pick-up location (donation drop off center), which shall be located and constructed, and appear as respectively depicted upon and pursuant to those plans and site plan City file-stamped July 27, 2020, attached hereto and incorporated herein.

SECTION 2: 15-3.0415 Planned Development District No. 10 (Riverwood Village-Bouraxis), of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended as follows: Ordinance 2000-1597, Section 2, §M.6, pertaining to south building elevation signage, is hereby amended as follows: replace “Gander Mountain” with “Habitat for Humanity ReStore”. Amendment is subject to the following condition:

1. ReStore name wall signage shall consist of channelized letters.
2. The applicant shall install directional arrows in the parking lot.

SECTION 3: The proposed Milwaukee Habitat for Humanity ReStore building exterior and signage changes shall be completed within one year from the date of adoption of this Ordinance, or this Ordinance and all rights

and approvals resulting therefrom shall be null and void without any further action by the City of Franklin.

SECTION 4: Dominic Jaehnke, Director of ReStore, Milwaukee Habitat for Humanity, Inc., successors and assigns and any developer of the

Milwaukee Habitat for Humanity ReStore building exterior and signage changes project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Milwaukee Habitat for Humanity ReStore building exterior and signage changes project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

SECTION 5: All other applicable terms and provisions of §15-3.0415 Planned Development District No. 10 (Riverwood Village-Bouraxis) not inconsistent with the terms of this Ordinance, and the Unified Development Ordinance of the City of Franklin, as amended from time to time, shall apply to the Milwaukee Habitat for Humanity ReStore building exterior and signage changes project, and all terms and provisions of §15-3.0415 Planned Development District No. 10 (Riverwood Village-Bouraxis) as existing immediately prior to the adoption of this Ordinance and not amended by this Ordinance, shall remain in full force and effect.

SECTION 6: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 7: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 8: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015, by Alderman _____.

ORDINANCE NO. 2020-_____

Page 4

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of August 6, 2020

Minor PDD Amendment

RECOMMENDATION: City Development staff recommends approval of the Minor PDD Amendment subject to the conditions of approval in attached draft Ordinance.

Project Name:	Habitat for Humanity ReStore Minor PDD Amendment
Project Address:	6939 S. Riverwood Blvd.
Applicant:	Milwaukee Habitat for Humanity ReStore
Property Owner:	Camping World Property, Inc.
Current Zoning:	Planned Development District No. 10
2025 Comprehensive Plan:	Commercial
Use of Surrounding Properties:	B-2 General Business District to the north. PDD No. 10 mixed use to the east, south, and west.
Applicant's Action Requested:	Recommendation to the Common Council for approval of the proposed Minor PDD Amendment.

On May 22, 2020, the Habitat for Humanity Restore submitted application for a Minor PDD Amendment to Planned Development District Number 10 to the Department of City Development. The applicant is seeking to amend the PDD to allow for the construction of a new donation drop off center covered by a canopy, along with changes to wall signage.

ANALYSIS:

The applicant has previously completed a zoning compliance application. SIC Code 5932 for resale and sale of used merchandise is a permitted use in PDD 10, which includes a Goodwill resale shop next door to this site. The Comprehensive Master Plan envisions this area of Franklin as Commercial in nature, and its proximity to the Goodwill makes this as an appropriate location for this type of retail resale business.

The proposed canopy is 16'6" tall and will project 20' from the front of the building. Installation of the canopy and driveway will result in a loss of 8 parking spaces, and will add 1,151.17 square feet of impervious surface to the site. *Staff recommends that the applicant obtain approval of any changes to stormwater capacity from the Engineering Department.* The PDD ordinance for the original Gander Mountain development does not specify a required number of parking spaces. Table 15-5.0203 of the Unified Development Ordinance (UDO) requires 1.5 parking spaces per 1,000 square feet of floor area for Furniture Stores, Carpet Stores, Appliance Stores. The building is 31,250 square feet, meaning this new user is only required to have 47 parking spaces, two (2) of which must be ADA Accessible. The site currently has 238 parking stalls.

Other changes to the site include updated paint colors and signage to reflect the Habitat for Humanity ReStore brand. The applicant proposes to repaint the existing wall mural as a blue with a green accent.

stripe over the main entrance, and drop off canopy. The proposed mural will include white graphics. PDD No. 10 requires channel letter signs for wall signage, and prohibits wall signage on the southern facades of many buildings without express permission. The Gander Mountain signage was one such exception. Changes to wall signage such as the ReStore name sign and mural must be approved as part of this Minor PDD Amendment. *Staff recommends that ReStore name signage consist of channel letters.*

Changes to freestanding signage requires approval from the Architectural Review Board, and all signage also requires permitting from the Inspection Services department.

Due to possible concerns about items being dropped off outside of posted hours, staff requested information from the applicant regarding the management of donations. The applicant provided the following as part of their revised project summary:

“Merchandise Drop-offs are processed by volunteers at the time of drop off. Volunteers remove items from patron vehicles and move them into the building for intake processing. After Hour drop-offs are prohibited. Signage indicating drop off hours are posted at the drop off door locations. Anything left at the site after hours is processed immediately after volunteers arrive the next morning.”

CONCLUSION:

City Development staff recommends approval of the Minor PDD Amendment subject to the conditions of approval in attached draft Ordinance.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 7-30-20]

ORDINANCE NO. 2020-_____

AN ORDINANCE TO AMEND §15-3.0415 OF THE UNIFIED
DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT
DISTRICT NO. 10 (RIVERWOOD VILLAGE-BOURAXIS) TO ALLOW
FOR BUILDING EXTERIOR CHANGES AND TO PERMIT SOUTH ELEVATION
SIGNAGE FOR MILWAUKEE HABITAT FOR HUMANITY RESTORE
(DOMINIC JAEHNKE, DIRECTOR OF RESTORE, MILWAUKEE
HABITAT FOR HUMANITY, INC., APPLICANT)
(6939 WEST RIVERWOOD BOULEVARD)

WHEREAS, §15-3.0415 of the Unified Development Ordinance provides for and regulates Planned Development District No. 10 (Riverwood Village-Bouraxis), same having been created by Ordinance No. 95-1337 and later amended by Ordinance Nos. 97-1447, 98-1492, 99-1546, 00-1594, 00-1597, 01-1678, 02-1721, 03-1754, 04-1789, 04-1799, 05-1857, 08-1955, 12-2067, 12-2068 and 2015-2171; and

WHEREAS, Planned Development District No. 10 (Riverwood Village-Bouraxis) includes those lands legally described as follows:

LOT 4 OF RIVERWOOD VILLAGE SUBDIVISION, BEING A REDIVISION OF PARCELS 2, 3 AND 4 OF CERTIFIED SURVEY 6810, BEING A REDIVISION OF PARCELS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 5346, REEL 2395, IMAGE 1001; PARCEL 1 OF CERTIFIED SURVEY MAP NO. 136, REEL 540, IMAGE 283, LOT 209 OF HIDDEN LAKES NO. 4, VACATED STREET RIGHT OF WAY AND UNPLATTED LANDS IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4, THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN. Tax Key No. 738-0071-000; and

WHEREAS, Dominic Jaehnke, Director of ReStore, Milwaukee Habitat for Humanity, Inc., having petitioned for a further amendment to Planned Development District No. 10 (Riverwood Village-Bouraxis), to allow for changes to the existing building exterior of the property located at 6939 West Riverwood Boulevard (former Gander Mountain store) including painting the existing building, installation of a drive aisle and canopy at the north east end of the building for a customer drop-off and pick-up location (donation drop off center), installation of new signage and minor parking lot changes consisting of stall eliminations and relocation (relocating four Americans with Disabilities Act stalls at the south end of the building to the main parking field just east of the west entry into the site), to obtain approval of a site plan therefore; and

WHEREAS, the City of Franklin Plan Commission having considered the application on the 6th day of August, 2020, and the Plan Commission having determined that the proposed amendment was a minor amendment and having recommended to the Common Council that the proposed amendment to Planned Development District No. 10 (Riverwood Village-Bouraxis) be approved; and

WHEREAS, the Common Council having considered the application and having concurred with the recommendation of the Plan Commission and having determined that the proposed amendment to Planned Development District No. 10 (Riverwood Village-Bouraxis) is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and that it will promote the health, safety and welfare of the Community.

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

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1. ReStore name wall signage shall consist of channelized letters.

SECTION 3: The proposed Milwaukee Habitat for Humanity ReStore building exterior and signage changes shall be completed within one year from the date of adoption of this Ordinance, or this Ordinance and all rights and approvals resulting therefrom shall be null and void without any further action by the City of Franklin.

SECTION 4: Dominic Jaehnke, Director of ReStore, Milwaukee Habitat for Humanity, Inc., successors and assigns and any developer of the

Milwaukee Habitat for Humanity ReStore building exterior and signage changes project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Milwaukee Habitat for Humanity ReStore building exterior and signage changes project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

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SECTION 6: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 7: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 8: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

ORDINANCE NO. 2020-_____

Page 4

APPROVED:

Stephen R. Olson, Mayor

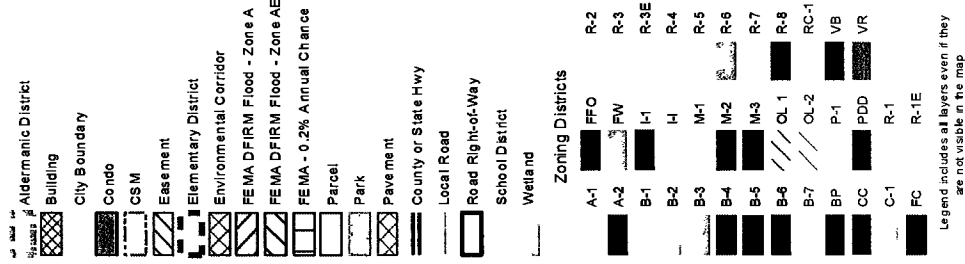
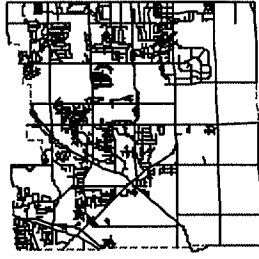
ATTEST:

Sandra L. Wesolowski, City Clerk

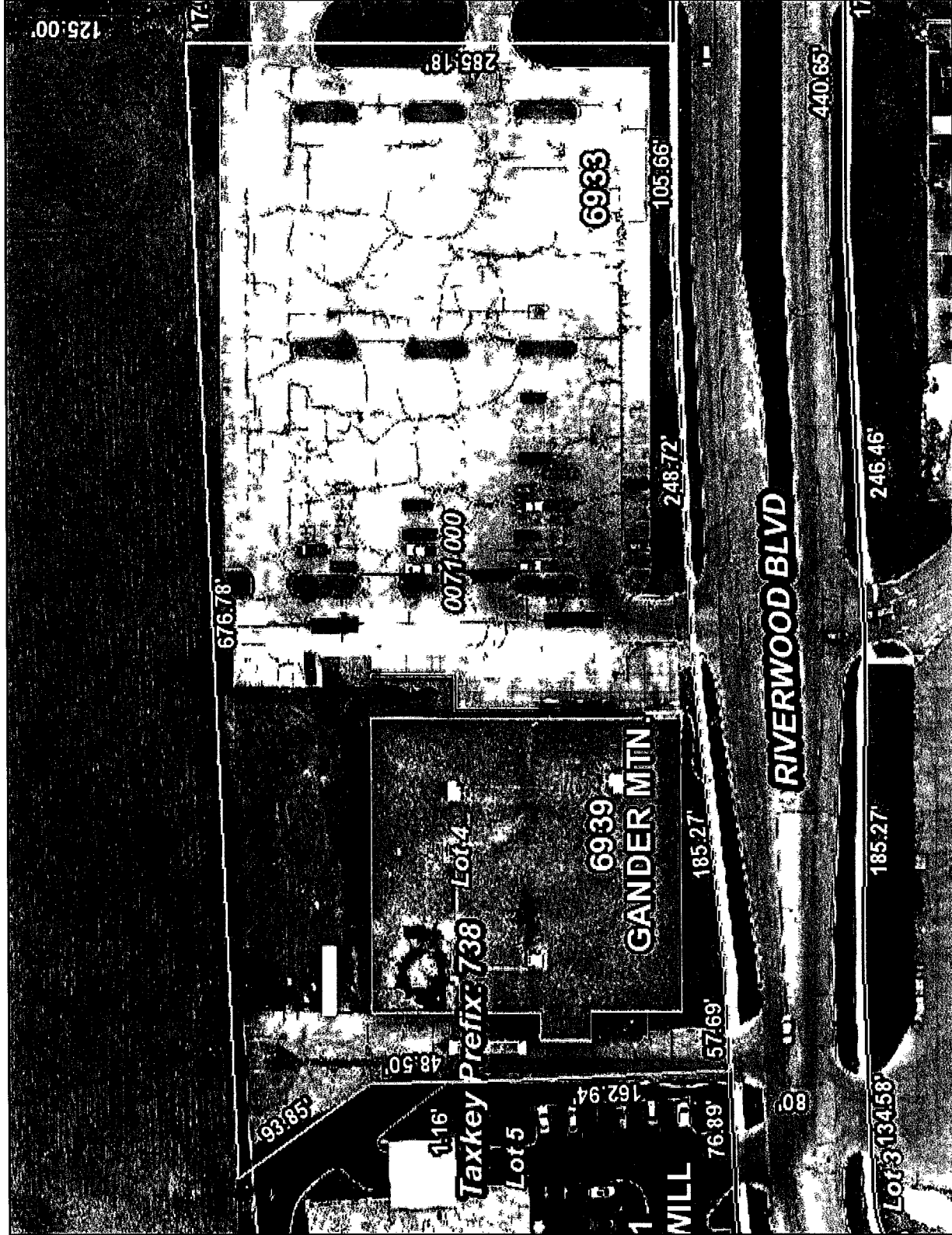
AYES _____ NOES _____ ABSENT _____

6939 Riverwood Blvd

Overview Map



Map Printed 1/16/2020



(C) City of Franklin WI

The maps and information provided by the City of Franklin's Property Viewer are not legal instruments and are to be used for reference purposes only, not as a substitute for legally recorded maps, surveys or other documents. The City of Franklin assumes no liability for any damages or loss resulting from the use or misuse of the maps and information provided through this site. The maps and information provided here may have been compiled from various sources, including but not limited to, aerial photography, street view, and other publicly available information. The City of Franklin does not warrant the accuracy, completeness, or currency of the information transmitted by this site, and for a wide variety of purposes. Therefore, the City of Franklin disclaims any liability for any damages or loss resulting from the use or misuse of the maps and information provided here. Franklin makes every attempt to provide accurate, complete, and up-to-date information. It shall not be held responsible for any discrepancies contained herein. Each individual accesses and uses the information herein at their own risk. Use of the Property Viewer constitutes acceptance of all terms and conditions in this Disclaimer.



9229 W Loomis Rd Franklin WI 53132
www.franklinwi.gov

6939 Riverwood Blvd

B-2-General Business District

PDD 10 - Planned Development District

Taxkey Prefix: 738 Lot 4

Lot 5

6939

GANDER MTN.

6933

RIVERWOOD BLVD

Lot 3 134.58'

185.27'

246.46'

440.65'

248.72'

105.66'

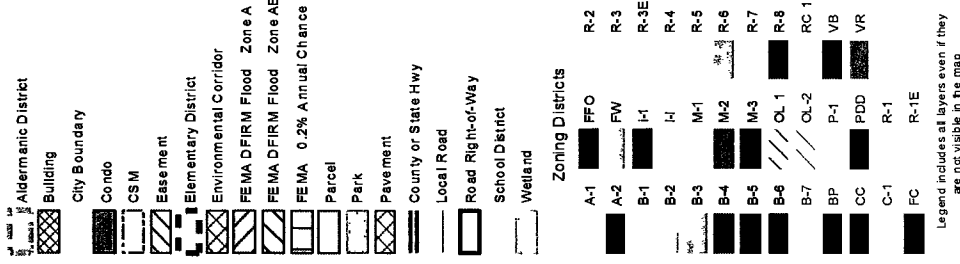
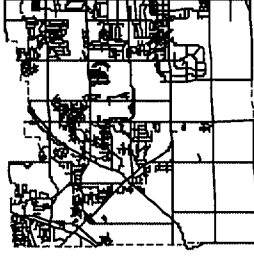
285.18'

676.78'

17.4'

125.00'

Overview Map



Map Printed 1/16/2020

(C) City of Franklin WI

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9229 W Loomis Rd Franklin WI 53132
www.franklinwi.gov



March 31, 2020

Revised July 27, 2020

**PROJECT SUMMARY
RESTORE
6939 S. RIVERWOOD BLVD.
FRANKLIN, WI 53222**

ReStore Milwaukee is requesting approval for the Exterior Improvements for the above stated address

The Proposed use is consistent with the PDD and the underlying zoning

The improvements include a new canopy & drive aisle located at the north east end of the existing building (previous Gander Mountain). The canopy and drive aisle would be utilized for donation drop-off from customers, as well as pickup for large items. The canopy would be built from steel framing and steel joists. The canopy would be wrapped in prefinished break metal with prefinished gutters & downspouts. ReStore is also looking to repaint the existing exterior façade and add signage to denote the new retail establishment. The existing EIFS mountains will be painted in ReStore colors as shown on the elevations. The remainder of the body would be refreshed using the existing colors.

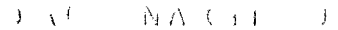
Impact the site is minimal and would not cause any major changes to the overall parking lot. Four parking stalls at the north end of the building, built for future expansion, would be eliminated for exit from the one-way drive from the drop off area. Four ADA stalls at the south end of the building would be eliminated and relocated to the main parking field just east of the west entry into the site. ADA parking numbers will meet or exceed the state required minimums for number of stalls.

The Interior of the building would stay as is with exception of removing an office space and adding vertical grab bars to bring the building up to today's ADA standards.

TOTAL PROJECT BUDGET IS \$95,000.00

STAFF COMMENTS RESPONSE

- 1 On site plan A1 the following notes and changes were added per section 15-7 0103 of the Unified Development Ordinance
 - a Owner's Info Added to Sheet A1
 - b Date of revision add to title block
 - c Scale is noted on the drawing callout
 - d North Arrow was added
 - e The existing site boundary will not change for the project
- 2 Impervious surface is noted for the existing site, the new changes to the site and the total change to the site
- 3 There are no lighting or landscaping changes. Milwaukee Habitat ofr Humanity will provide annual flowers in the existing planters
- 4 Parking spaces are confirmed on sheet A1 in the site information to the left of the plan
- 5 We are aware that Engineering will review the plans and that the developer will provide needed information per their requests prior to any land disturbances



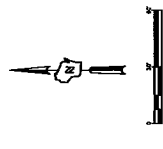
- Signage - Prior to the installation of any sign on the property either freestanding or a wall sign, Milwaukee Habitat for Humanity will obtain a Sign Permit after approval of the Architectural Board. Signs will comply with the City Sign Regulations and additional requirements put forth by the PDD.

Merchandise Drop-offs are processed by volunteers at the time of drop off. Volunteers remove items from patron vehicles and move them into the building for intake processing. After Hour drop-offs are prohibited. Signage indicating drop off hours are posted at the drop off door locations. Anything left at the site after hours is processed immediately after volunteers arrive the next morning.

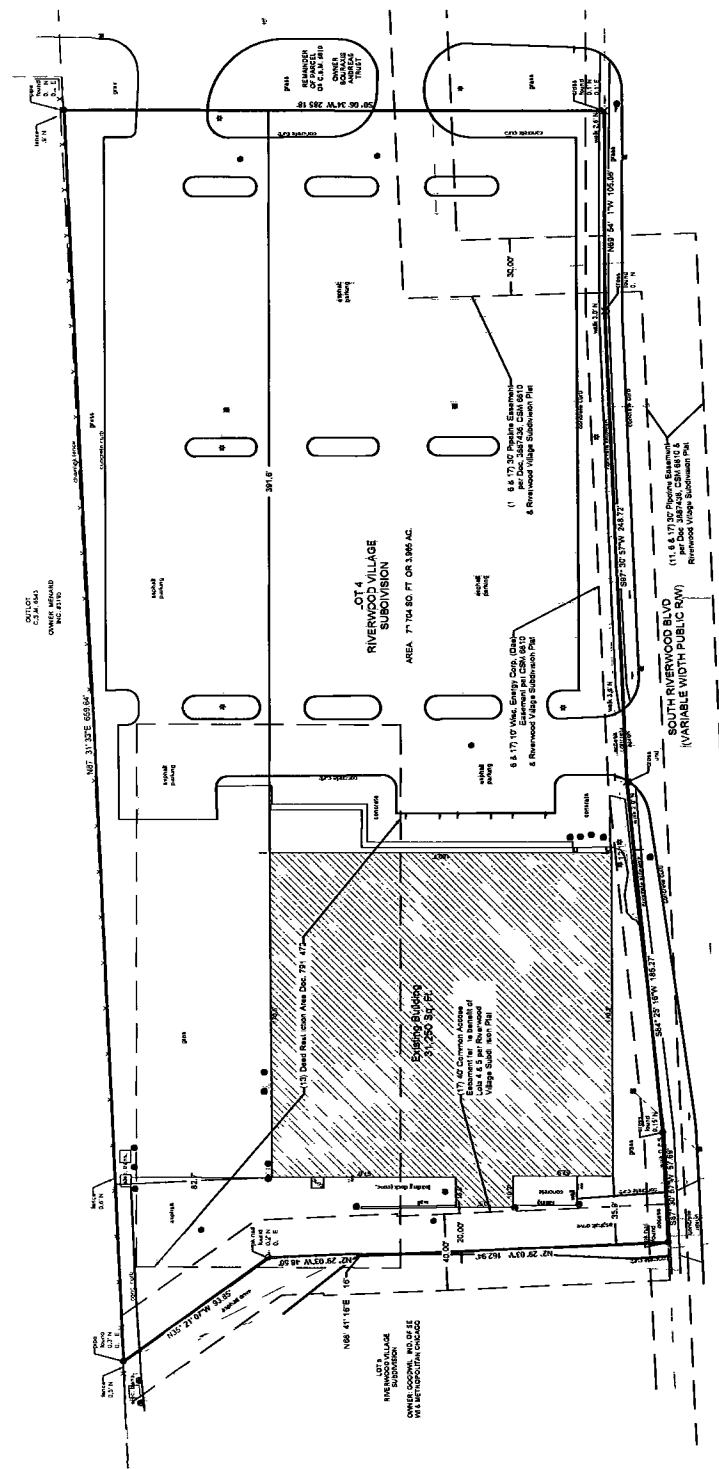
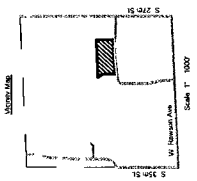
Fire Protection Systems will be restored to code compliance prior to occupancy.



ALTA'S LAND TITLE SURVEY
FRANKLIN RESTORE
6939 S RIVERWOOD BLVD.
FRANKLIN, WISCONSIN



NO. REVISION	DATE BY
DRAWING NO.	18250-A.T.A. King
DRAWN BY	BARBARA
DATE	2/20/2020
PROJECT NO.	18250
CHECKED BY	KAS
APPROVED BY	BAR
SHEET NO.	1 OF 1



GENERAL NOTES:

- The location of the boundaries shown on this drawing is based on field bearings and/or measurements taken by the surveyor. The location and accuracy of which cannot be guaranteed. This may be additional interpretation of the measurements shown on the project area that are not shown.
- Drawing is based on old survey completed by The Sigma Group February 24, 2020.
- Bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, NAD 83.
- No survey letter or report was provided.
- Per SIGMA GROUP No. 55770201025, with an effective date of September 26, 2020, the subject parcel shall remain Zone 3 areas determined to be outside the 3.2% annual change boundaries.

Surveyor's Certificate
I, Barbara, a duly licensed Professional Surveyor in the State of Wisconsin, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land surveyed.

Witness my hand and the seal of my office this 18th day of February, 2020.

This is to certify that the map or plan and the survey in which it is based were made in accordance with the 2018 Minimum Standard Order of Surveying for Wisconsin, and that the survey was conducted in accordance with the 2018 Minimum Standard Order of Surveying for Wisconsin, and that the survey was conducted in accordance with the 2018 Minimum Standard Order of Surveying for Wisconsin.

[Signature]
BARBARA
MINN. REG. NO. 18250

Made at: Madison, Wis. 53704

Legal Description of First Addition: The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey. The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey. The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey.

Legal Description of Second Addition: The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey. The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey.

Legal Description of Third Addition: The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey. The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey.

Legal Description of Fourth Addition: The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey. The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey.

Legal Description of Fifth Addition: The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey. The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey.

Legal Description of Sixth Addition: The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey. The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey.

Legal Description of Seventh Addition: The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey. The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey.

Legal Description of Eighth Addition: The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey. The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey.

Legal Description of Ninth Addition: The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey. The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey.

Legal Description of Tenth Addition: The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey. The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey.

Legal Description of Eleventh Addition: The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey. The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey.

Legal Description of Twelfth Addition: The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey. The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey.

Legal Description of Thirteenth Addition: The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey. The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey.

Legal Description of Fourteenth Addition: The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey. The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey.

Legal Description of Fifteenth Addition: The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey. The Subdivision Company's Commitment No. NCE-1000066-0001, with an effective date of January 31, 2020, is hereby incorporated by reference into this survey.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE August 18, 2020
Reports & Recommendations	FRANKLIN PREFERENCES FOR WISCONSIN DEPARTMENT OF TRANSPORTATION DESIGN FOR FRONTAGE ROAD ALONG S. LOVERS LANE (U.S 45 / STH 100) FROM W. HERDA PLACE TO S. PHYLLIS LANE	ITEM NO. <i>G.A./.</i>

BACKGROUND

Wisconsin Department of Transportation (WISDOT) is planning a project on S. Lovers Lane (U.S 45 / STH 100) from W. Rawson Avenue (CTH BB) to W College Avenue circa 2024 or 2025. This item was last discussed at the Common Council on July 21, 2020. WISDOT was requesting a Franklin preference on the one-way or two-way street configuration for the east frontage road between W Herda Place and S. Phyllis Lane.

ANALYSIS

Staff solicited a survey from the property owners between W Herda Place and S. Phyllis Lane and received five responses. One respondent prefers to keep two-way directional traffic and four prefer to change the traffic to one way. If the change were to occur from two-way to one-way, all five respondents prefer to have the one-way traffic north bound.

The written responses were as follows:

- *Don't understand why this is even necessary. The pattern is fine the way it is. Not many residences affected so what's the problem.*
- *While we prefer to maintain two-way traffic, we think that one-way traffic south (from Herda to Phyllis) would be a GRAVE MISTAKE. Not only would it compromise mail delivery, school bus pickups/drop-offs, garbage/recycle pickups, etc. But it would also mean terrible tight radius turns to either exit the frontage road from northbound Hwy 100. We are surprised this option is even a consideration by professional traffic designers.*
- *It is extremely important that the one-way single lane change to South Lovers Lane between Phyllis Lane and Herda Place be seriously considered. As discussed at the open house/meeting in the fall of 2019, a two-way road would require deep cuts into the properties, creating steep inclines of the driveways along this road and results in a dangerous situation because of these steep inclines. At that meeting it was indicated by your representatives that if the access road was reduced to one lane, no acquisition or limited acquisition of my property would be necessary.*

Staff recommends that based on the responses, Franklin request that WisDOT consider making the change to one-way directional traffic northbound. WisDOT will continue their design and will make a final determination based on traffic engineering judgement.

OPTIONS

- Motion to inform WisDOT of preference to one-way, north bound. Or,
- Motion to inform WisDOT of preference to one-way, south bound. Or,
- Motion to inform WisDOT of preference to stay two-way. Or,
- Provide further direction to Staff.

FISCAL NOTE

This item does not impact Franklin's financial commitments.

RECOMMENDATION

(Option A) Motion to direct Staff to inform WisDOT on preference to one-way, north bound for the frontage road along S. Lovers Lane (U.S 45 / STH 100) from W Herda Place to S. Phyllis Lane.

Engineering Department GEM

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
Reports & Recommendations	FRANKLIN PREFERENCES FOR WISCONSIN DEPARTMENT OF TRANSPORTATION DESIGN OF S. LOVERS LANE (U.S 45 / STH 100) FROM W. RAWSON AVENUE (CTH BB) TO W. COLLEGE AVENUE	July 21, 2020 ITEM NO.

BACKGROUND

Wisconsin Department of Transportation (WISDOT) is planning a project on S. Lovers Lane (U.S 45 / STH 100) from W. Rawson Avenue (CTH BB) to W. College Avenue circa 2024 or 2025. This item was last discussed at the Common Council on March 3, 2020, where *"No action was taken regarding the stock pile issue, context-sensitive solution elements [CSS], sidewalks, and crosswalks..."*

WISDOT is also requesting a Franklin preference on the one-way or two-way street configuration for the east frontage road between W. Herda Place and S Phyllis Lane

ANALYSIS

There is a signed agreement from 2015 which covers the sidewalk/shared use path and approved CSS funds (attached). WISDOT has requested that this agreement be updated now based on the current design. Franklin needs to make some decisions so that the current design may be finalized.

1. **Does Franklin want crosswalks marked anywhere outside of the Speedway Signal? If so where?** Crosswalk markings across a STH not at signalized intersections (those are included in the initial cost part of the project) require maintenance agreements. Crosswalks across local sideroads (again, included in the initial cost part of the project) do not require an agreement with the local jurisdiction *Staff recommends that no additional crosswalks are needed.*
2. **Does Franklin want ladder style crosswalks?** WISDOT will place standard 6" lines for the crosswalk at Speedway Drive (signal) but Franklin may upgrade to a ladder style marking. WISDOT will install it with the project but future maintenance is the local responsibility in a maintenance agreement Franklin has this style at all current crosswalks in the City. Note that Hales Corners upgraded their crossings to the ladder style markings. *Staff recommends that upgrades to the crosswalk markings are needed.*
3. **Does Franklin want bicycle lanes marked?** Pavement marking lines are part of WisDOT responsibility as it really is just the shoulder marking Bicycle lane markings (words and arrows only) would be included in the initial cost part of the project but would require a maintenance agreement for future maintenance These markings are normally not marked unless part of a local bicycle plan With the bicycle accommodations on the bridge over W. Rawson Avenue and connectivity to the Wheel and Sprocket store and bicycle themed Velo Village, bicycle accommodations are warranted here WISDOT has provided plan sheets showing the proposed markings *Staff recommends that upgrades to the bicycle markings are needed.*
4. **Does Franklin want street lighting in this area?** Street lighting (50/50 cost share for new system) requires permit/maintenance agreement \$150,000 is rough estimate for a new lighting system from the Rawson NW ramp to College (\$75,000 estimate for the local share) Upgrades to the lighting system may be paid for from the context-sensitive solution funds. *Staff recommends that street lighting should be included for the commercial areas*

of the project, not the residential areas. If selected, Staff recommends that lighting be upgraded to match the improvements done in Hales Corners and that the upgrades be paid for from the CSS.

5. **Sidewalk/shared use path.** There is no cost share for new construction but does require a maintenance agreement. Federal dollars can be impacted if pedestrian and bicycle accommodations are not constructed for this type of project. WisDOT proposes keeping ped and bike accommodations throughout the corridor to tie into the existing accommodations north and south of the project. *Staff recommends that sidewalk and shared use path be incorporated in this project.*
6. **Does Franklin want to use CSS funds?** There is an approved \$371,500 part of the current agreement. These funds are 100% state and can be used for local enhancements and require a maintenance agreement. Any cost overrun is 100% funded by the local. In addition to upgraded lighting fixtures, this fund may be used for aesthetic railings; anti-graffiti coatings; bicycle/pedestrian accommodations, aesthetic and recreational features on bridges; decorative fencing; decorative landscaping, decorative treatments on concrete pavement, curb and gutter treatments, bump outs, crosswalk/terrace pavers, planters, benches, kiosks, native prairie seeding or native planting, noise barriers, aesthetic treatment & design on retaining walls, non-standard sidewalks, special signaling and signing, wildlife crossing, etc. *Staff recommends that CSS funds be used for upgraded lighting and [insert other items that Common Council desires for further investigation].*

Note that after the public information meeting held at the Franklin High School Library, there was a decision to conduct some traffic counts. The updated traffic count at Cortez, Whitnall and Speedway are to re-evaluate the need to restrict the left out at Cortez Road which is what was shown. The updated counts will determine if Cortez can operate safely with full access. Other road crossings along the corridor are pretty well set. Unfortunately, COVID19 has disrupted normal traffic patterns such that no traffic counts during this season may be used for forecasting. WISDOT is hoping to conduct these traffic counts this fall.

At the public information meeting, there was much discussion on the proposed street configuration for the east frontage road between W Herda Place and S Phyllis Lane. Staff has prepared a survey that may be sent out to assist the Common Council in recommending a preferred option. WisDOT has made some design modifications to narrow the 2-way option from a 22-foot wide section to a 16-wide section. A 16-wide section would eliminate any on-street parking. *Staff recommends that the attached survey be sent to affected property owners for input in a recommendation to WisDOT on a preferred option for the east frontage road between W. Herda Place and S. Phyllis Lane.*

As a reminder, the Common Council determined on March 3 2020, that WisDOT contractors may store materials anywhere along the project during construction.

Staff will return to Common Council when surveys are received with a new agreement with WisDOT regarding the selected CSS funds.

OPTIONS

- A. Motion to inform WisDOT of the recommendations outlined above. And
- B. Direct Staff to send out survey to affected property owners along the east frontage road. Or
- C. Provide further direction to Staff.

FISCAL NOTE

This item will be included in forecasting future spending of capital projects.

RECOMMENDATION

(Option A) Motion to direct Staff to inform WisDOT on preferences for design of S. Lovers Lane (U.S 45 / STH 100) from W Rawson Avenue (CTH BB) to W College Avenue:

- additional crosswalks are not included;
- upgrades to the crosswalk markings are included,
- upgrades to the bicycle markings are included,
- street lighting should be included for the commercial areas of the project, not the residential areas;
- street lighting is upgraded with CSS funds to decorative lighting to match lighting in the Hales Corners project recently completed;
- CSS funds are used to include _____; and
- sidewalk and shared use path are included

Furthermore, direct Staff to survey affected property owners for input in a recommendation to WisDOT on a preferred option for the east frontage road between W Herda Place and S. Phyllis Lane.

Engineering Department: GEM

REVISED AUGUST 17, 2020

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/18/20
REPORTS & RECOMMENDATIONS	RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A CERTIFIED SURVEY MAP FOR SCOTT A. MAYER AND SUSANNE MAYER AT 9533 W RYAN ROAD	ITEM NUMBER <i>G. 5.</i>
<p>On August 4, 2020, the Common Council tabled the subject conservation easement resolution to this August 18, meeting. The applicant submitted a revised conservation easement on August 17, to request the removal of the snowmobile restriction:</p> <ul style="list-style-type: none">• <i>Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.</i> <p>City Development staff does not have any objections to remove such restriction in this case based on proximity to a snowmobile trail, the Milwaukee County Trails Network Plan Map (2007) is attached for reference.</p> <p>The revised metes and bounds (exhibit B) as presented by the applicant is taking into account mature woodlands and jurisdictional wetland areas.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2020-_____, authorizing certain officials to accept a conservation easement for and as part of the approval of a Certified Survey Map for Scott A. Mayer and Susanne Mayer at 9533 W Ryan Road, subject to technical corrections by the City Attorney.</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RM [7-28-2020]

RESOLUTION NO. 2020-_____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A
CERTIFIED SURVEY MAP FOR SCOTT A. MAYER AND SUSANNE MAYER AT
9533 W RYAN ROAD

WHEREAS, the Common Council having approved Certified Survey Map No. 9163 upon the application of Scott A. Mayer and Susanne Mayer, on May 21, 2019, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the mature woodlands, wetlands, wetland buffers and setbacks, on the site; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Scott A. Mayer and Susanne Mayer, in the form and content as annexed hereto, be and the same is hereby approved, subject to technical corrections by the City Attorney; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT
SCOTT A. MAYER AND SUSANNE MAYER
RESOLUTION NO. 2020-_____

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

Reserved for Recording

Name and Return Address
City of Franklin
c/o City Clerk
9229 West Loomis Road
Franklin WI 53132

894-9998-002

Parcel Identification Number(s)

CONSERVATION EASEMENT

9533 West Ryan Road

This Conservation easement is made by and between the CITY OF FRANKLIN a municipal corporation of the State of Wisconsin hereinafter referred to as 'Grantee' and Scott A. Mayer and Susanne Mayer hereinafter referred to as 'Grantor' and shall become effective upon the recording of this Grant of Conservation Easement together with the Acceptance following with the Office of the Register of Deeds for Milwaukee County pursuant to §700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS Grantor is the owner in fee simple of certain real property located within the City of Franklin Milwaukee County, Wisconsin, described as Certified Survey Map No. 9163 being a redivision of Lot 2 Certified Survey Map No. 7363, being a part of the West ½ of the East ½ of the Northeast Quarter of Section 29, Township 5 North Range 21 East as recorded in DOC #10910841 recorded with the Milwaukee County Register of Deeds, on September 26, 2019, and as described in Exhibit A attached hereto. Only those portions of Lot 1 and Lot 2 of said property which lay within the boundaries of Lot 1 and or Lot 2 and contain mature woodland grove and delineated wetlands as identified in the metes and bounds description in Exhibit B Legal Description of Conservation Easement attached hereto are hereby made protected property as set forth herein.

WHEREAS the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including without limitation mature woodlands young woodlands ponds streams floodplains floodways floodlands shore buffers wetland buffers wetland setbacks wetlands and shoreland wetlands and referred to in

Exhibit B, Legal Description of Conservation Easement, to be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

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

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

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

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

Grantee's rights hereunder shall consist solely of the following

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

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

- 1 Construct or place buildings or any structure,
- 2 Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect, such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like,
- 3 Excavate, dredge, grade, mine, drill, or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees,
- 4 Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste, or other landscape materials, ashes, garbage, or debris,
- 5 Plant any vegetation not native to the protected property or not typical wetland vegetation,

To have and to hold this conservation easement unto the Grantee forever Except as expressly limited herein, the Grantor reserves all rights as owner of the protected property, including, but not limited to, the right to use the protected property for all purposes not inconsistent with this grant Grantor shall also have the right, pursuant to Division 15-4.0102(2)(d) of the Unified Development Ordinance of the City of Franklin, to remove up to thirty percent (30%) of the mature woodlands, at Grantor's discretion Grantor shall be responsible for the payment of all general property taxes levied, assessed, or accruing against the protected property pursuant to law

The covenants, terms, conditions, and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns and shall constitute servitudes running with the protected property in perpetuity This grant may not be amended, except by a writing executed and delivered by Grantor

and Grantee or their respective personal representatives heirs successors and assigns Notices to the parties shall be personally delivered or mailed by U.S. Mail registered mail return receipt requested as follows

To Grantor
Scott A. Mayer and Susanne Mayer
9733 Ryan Road
Franklin, WI 53132

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

In witness whereof the grantor has set its hand and seals this on this date of _____ 2020

By _____
Scott A. Mayer

By _____
Susanne Mayer

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the _____ day of _____ 2020 by Scott A. Mayer and Susanne Mayer

To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said Scott A. Mayer and Susanne Mayer owners

Notary Public

My commission expires _____

Acceptance

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

In witness whereof the undersigned has executed and delivered this acceptance on the _____ day of _____ 2020

CITY OF FRANKLIN

By _____
Stephen R. Olson Mayor

By _____
Sandra L. Wesolowski City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this day of 2020 the above named Stephen R. Olson Mayor and Sandra L. Wesolowski City Clerk of the above named municipal corporation City of Franklin to me known to be such Mayor and City Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. adopted by its Common Council on the __ __ day of 2020

Notary Public

My commission expires

This instrument was drafted by the City of Franklin

Approved as to contents

Regulo Martinez-Montilva Associate Planner
Department of City Development

Date

Approved as to form only

Jesse A. Wesolowski
City Attorney

Date

CONSENT OF CORPORATE MORTGAGEE

a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin mortgagee of the above described land does hereby consent to the surveying dividing and mapping of the land described on the map and does hereby consent to the above certificate of _____ owners

IN WITNESS WHEREOF the said _____ has caused these presents to be signed by
_____ its _____ and countersigned by
its _____ at _____ Wisconsin and its corporate seal to be hereunto
affixed this _____ day of _____ 2020

In presence of

Corporate Name

Countersigned (Corporate Seal)

State of Wisconsin)
) ss
County of _____)

Personally came before me this _____ day of _____ 2020
_____ and _____ of said corporation and acknowledged that they executed
the foregoing instrument as such officers as the deed of said corporation by its authority

(Notary Seal)
Notary Public _____ Wisconsin
My commission expires _____

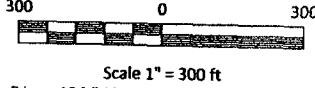
CERTIFIED SURVEY MAP No. 9163

Being a redivision of Lot 2, Certified Survey Map No. 7363, being a part of the West one-half of the East one-half of the Northeast Quarter of Section 29, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

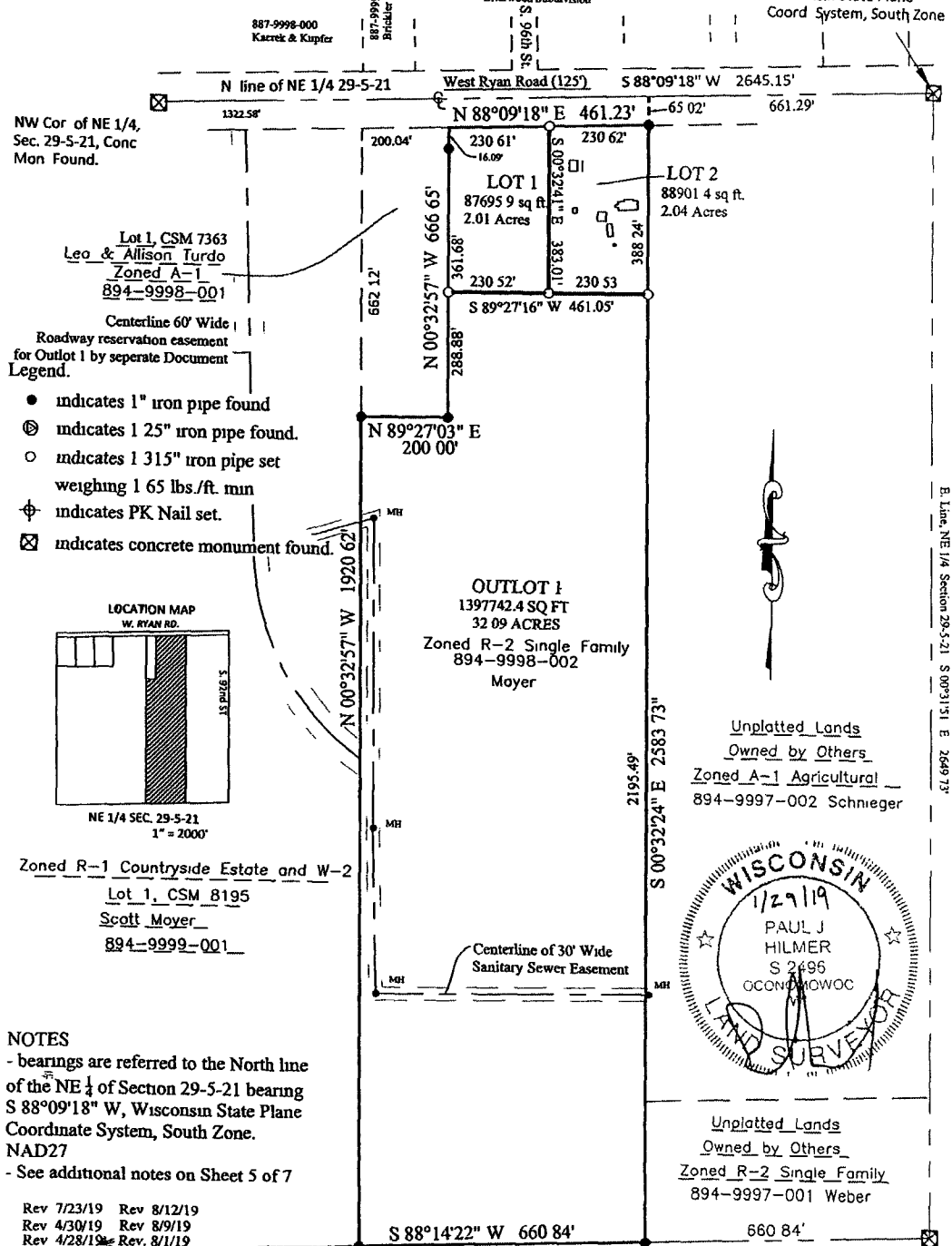
Prepared By
Hilmer & Associates, LLC
Paul J Hilmer, PLS
W217 Vista Dr
Oconomowoc, WI 53066

Prepared For
Scott and Susanne Mayer
9733 W Ryan Rd.
Franklin, WI 53132

Lot Detail



NE Cor of NE 1/4, Sec 29-5-21, Conc Mon Found
Benchmark Elev 777.46
Wisconsin State Plane
Coord System, South Zone



NOTES

- bearings are referred to the North line of the NE 1/4 of Section 29-5-21 bearing S 88°09'18" W, Wisconsin State Plane Coordinate System, South Zone, NAD27
- See additional notes on Sheet 5 of 7

Rev 7/23/19 Rev 8/12/19
Rev 4/30/19 Rev 8/9/19
Rev 4/28/19 Rev 8/1/19

Rev 2/14/19 936-9997-000 Hinkel S. line NE 1/4 SEC 29-5-21 S 88°14'22" W 2643.37' 936-9995-000 Mudgett

This instrument drafted by Paul J Hilmer

936-9996-000 Aker

Sheet 1 of 7 sheets

EXHIBIT

A

CERTIFIED SURVEY MAP No. 9163

Being a redivision of Lot 2, Certified Survey Map No. 7363, being a part of the West one-half of the East one-half of the Northeast Quarter of Section 29, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

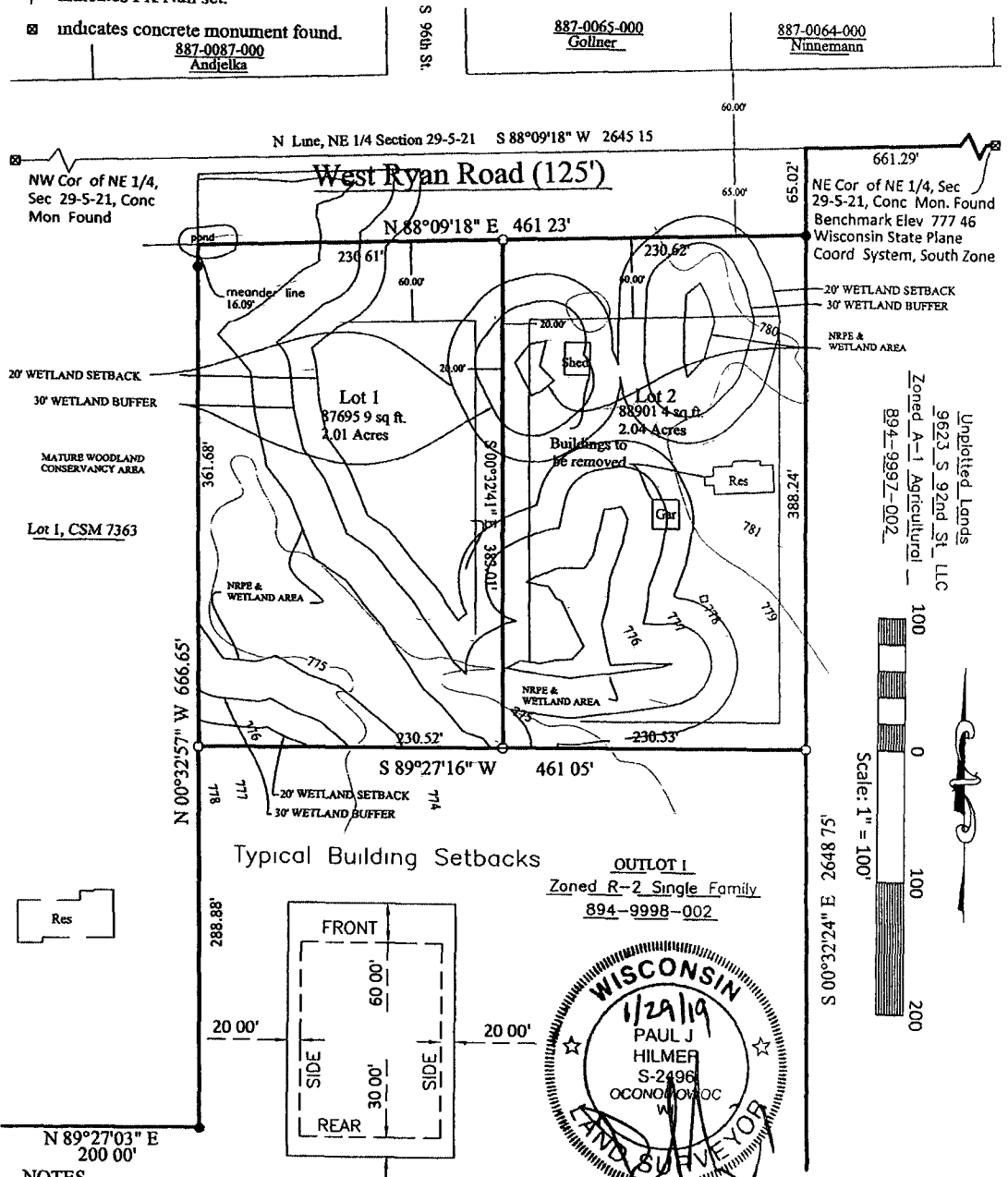
Legend

- indicates 1" iron pipe found.
- ⊙ indicates 1 25" iron pipe found.
- indicates 1 315" iron pipe set weighing 1 65 lbs./ft. min.
- ⊕ indicates PK Nail set.
- indicates concrete monument found.

Lot Detail

NOTE

- Wetland/NRPE data provided by Graef, delineation and descriptions are by separate document.



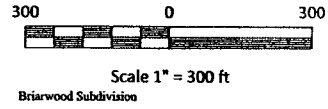
NOTES

- Bearings are referred to the North Line of the Northeast Quarter of Section 29-5-21 as S 88°09'18" W, Wisconsin State Plane Coordinates, South Zone NAD27
- See Sheet 5 of 7 for additional notes

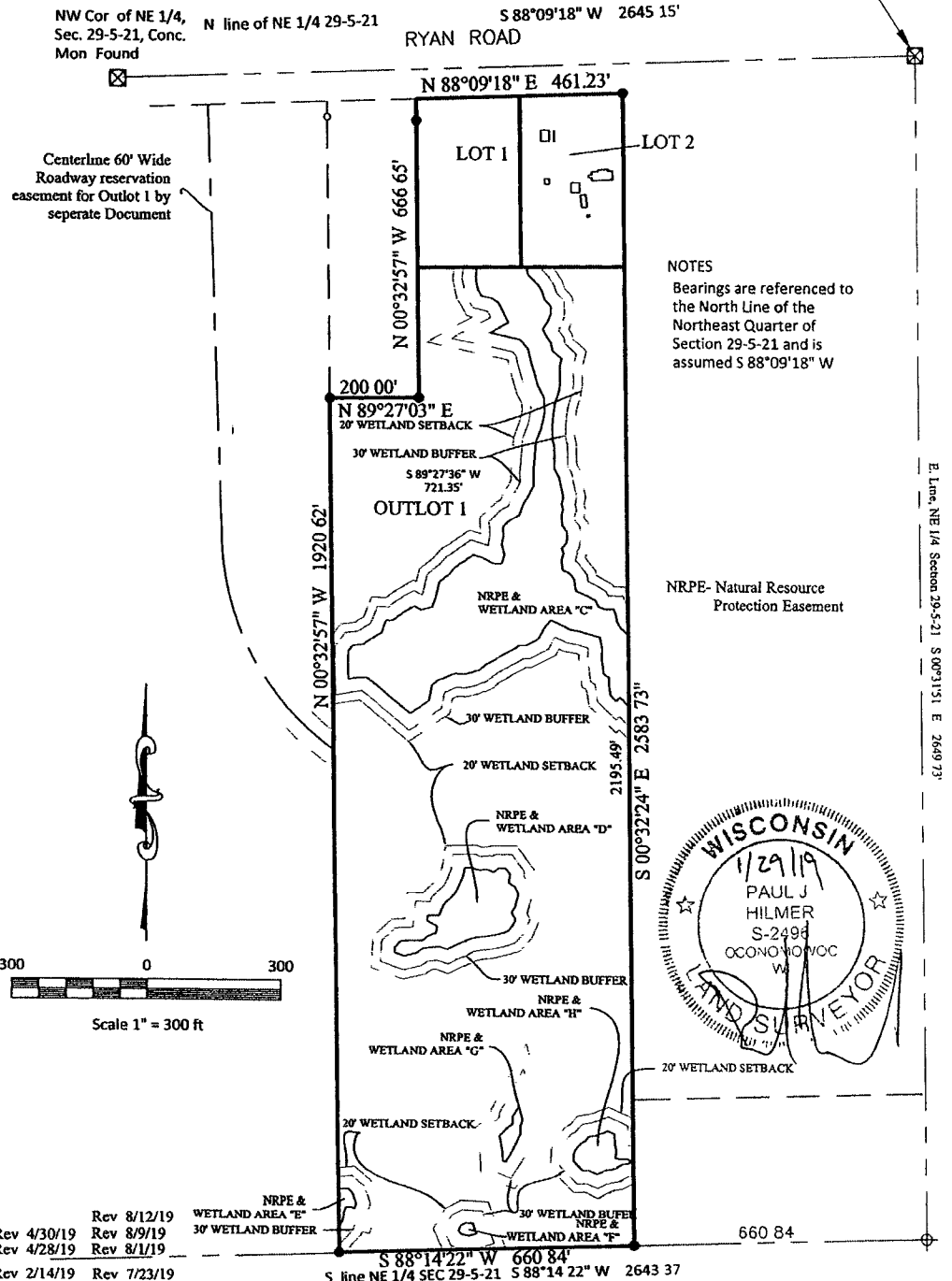
CERTIFIED SURVEY MAP No 9163

Being a redvision of Lot 2, Certified Survey Map No 7363, being a part of the West one-half of the East one-half of the Northeast Quarter of Section 29, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.
NATURAL RESOURCES PROTECTION EASEMENT

Wetland/NRPE Detail



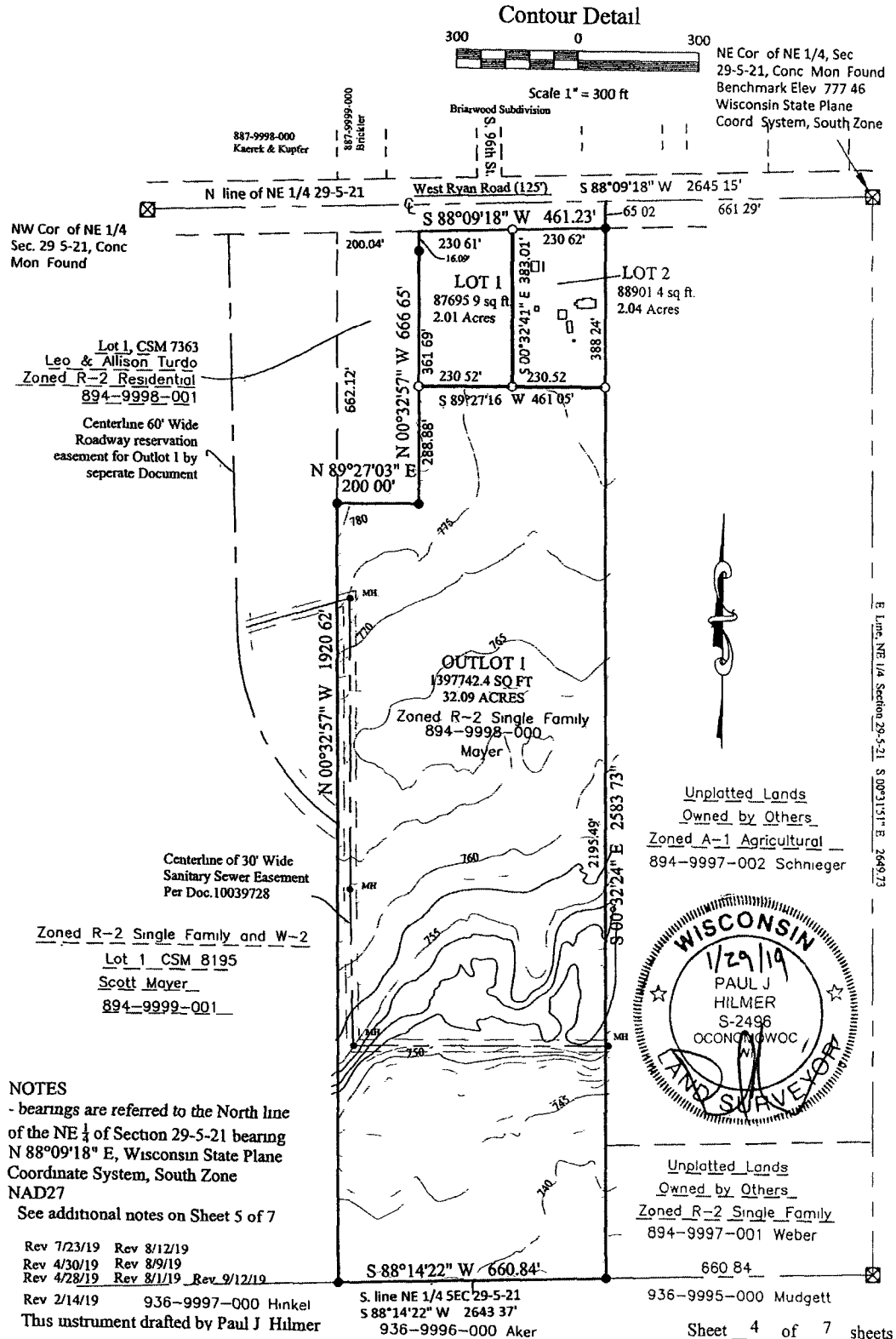
NE Cor. of NE 1/4, Sec. 29-5-21, Conc. Mon Found
Benchmark Elev 777.46
Wisconsin State Plane
Coord System, South Zone



Rev 4/30/19 Rev 8/12/19
Rev 4/28/19 Rev 8/9/19
Rev 2/14/19 Rev 7/23/19
This instrument drafted by Paul J Hilmer

CERTIFIED SURVEY MAP No. 9163

Being a redivision of Lot 2, Certified Survey Map No. 7363, being a part of the West one-half of the East one-half of the Northeast Quarter of Section 29, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin



CERTIFIED SURVEY MAP No 9163

Being a redivision of Lot 2, Certified Survey Map No 7363, being a part of the West one-half of the East one-half of the Northeast Quarter of Section 29, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

SURVEYORS CERTIFICATE

State of Wisconsin)
County of Jefferson) SS

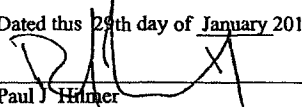
I, Paul J Hilmer, surveyor, do hereby certify That I have surveyed, divided and mapped a redivision of Lot 2, Certified Survey Map No 7363, being a part of the West one-half of the East one-half of the Northeast Quarter of Section 29, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin
Said lands containing 1574339 5 square feet or 36 14 Acres of land

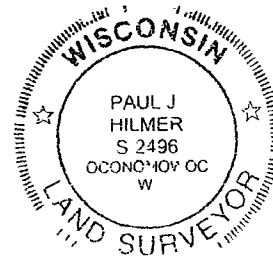
That I have made such survey and map by the direction of Scott A Mayer, owner of said land.

That such map is a correct representation of all exterior boundaries of the land surveyed an the land division thereof made

That I have fully complied with the provisions of Chapter 236 34 of the Wisconsin Statutes and the subdivision regulations of the City of Franklin in surveying and mapping the same

Dated this 29th day of January 2019


Paul J Hilmer
Professional Land Surveyor # 2496
Hilmer & Associates, LLC



NOTES

- The contours have been traced from Milwaukee County GIS mapping system.
- The Outlot 1 Wetland location, Mature Woodland Conservancy Area and Natural resource Protection Easement have all been derived from Certified Survey Map No 7363 dated January 30th, 2004, Lots 1 and 2 per Graef dated April 15, 2019
- All buildings on Lot 2 shall be removed.

CERTIFIED SURVEY MAP No. 9163

Being a redivision of Lot 2, Certified Survey Map No. 7363, being a part of the West one-half of the East one-half of the Northeast Quarter of Section 29, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

OWNER'S CERTIFICATE

As owners, We hereby certify that we have caused the land described on this map to be surveyed, divided and mapped as represented on this map. We also certify that this map is required by Chapter 236.34 of the Wisconsin Statutes and the Subdivision Regulations of the City of Franklin and must be submitted to the following for approval

1) City of Franklin

Witness the hand and seal of said owner this 19th day of August, 2019

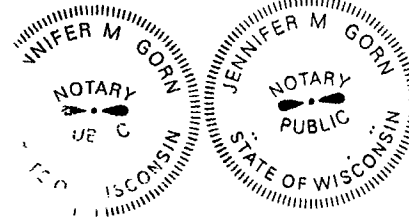
Scott Mayer, Owner

Susanne Mayer, Owner

State of Wisconsin)
Milwaukee Wisconsin) SS

Personally came before me this 19th day of August, 2019 Scott and Susanne Mayer, Owners, to me known to be the persons whom executed the foregoing instrument and acknowledged the same

(Notary seal) Jennifer M Gorn
Notary Public, Milwaukee, Wisconsin.
My commission expires never



CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this map, and does hereby consent to the above certificate of _____, owners

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its _____, and countersigned by _____, its _____, at _____, Wisconsin, and its corporate seal to be hereunto affixed this _____, day of _____, 20____

In the presence of

Corporate name _____

Countersigned _____

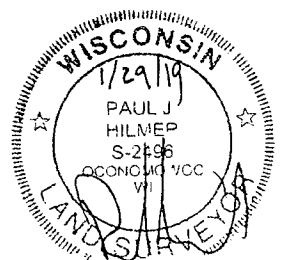
(Corporate seal)

State of Wisconsin)

County) SS

Personally came before me this _____ day of _____, 20____, _____, and _____, of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority

(Notary Seal)
Notary Public, _____, Wisconsin
My commission expires _____

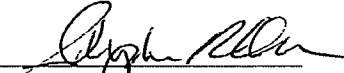


CERTIFIED SURVEY MAP No. 9163

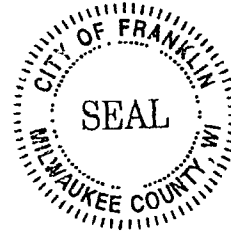
Being a redivision of Lot 2, Certified Survey Map No. 7363, being a part of the West one-half of the East one-half of the Northeast Quarter of Section 29, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

COMMON COUNCIL APPROVAL

Approved and accepted by the Common Council of the City of Franklin, by Resolution No. 2019-7493
on this 21ST, day of MAY, 2019


STEVE OLSON - MAYOR


SANDRA L. WESOLOWSKI - CLERK

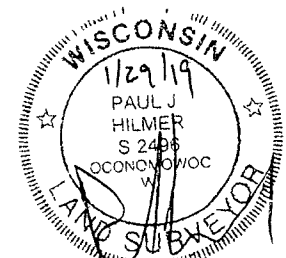


DOC. # 10910841

RECORDED
09/26/2019 10:39 AM
ISRAEL RAMON
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00

Rev 4/30/19 Rev 8/9/19
Rev 4/28/19 Rev 8/1/19
Rev 2/14/19 Rev 7/23/19 Rev 8/12/19

This instrument drafted by Paul J Hilmer



Sheet 7 of 7 sheets

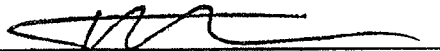
STATE OF WISCONSIN

MILWAUKEE COUNTY

I, the undersigned Register of Deeds of Milwaukee
County, hereby certify that this document is a true
and correct copy of the original on file or record in
my office. Witness my hand and official seal this

SEP 26 2019

Date


Israel Ramon

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	9.52'	S45°07'18"W
L2	21.03'	S03°59'10"W
L3	40.55'	S36°11'03"W
L4	39.40'	S55°10'05"W
L5	68.59'	S09°14'28"E
L6	32.67'	S32°31'48"E
L7	33.23'	S21°04'02"E
L8	21.99'	S53°19'08"E
L9	83.41'	S36°30'47"E
L10	8.31'	N50°51'35"E
L11	88.38'	S81°58'44"E
L12	88.40'	S00°54'12"W
L13	55.02'	S81°55'37"W
L14	31.93'	S35°14'46"W
L15	32.73'	S69°03'03"W
L16	65.60'	S82°59'52"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L17	74.20'	N75°39'04"W
L18	93.18'	S00°54'12"W
L19	43.51'	N74°08'55"W
L20	37.41'	N07°44'08"E
L21	21.75'	N22°33'46"W
L22	16.94'	S72°54'11"W
L23	12.99'	N57°42'09"W
L24	18.60'	N05°15'07"W
L25	24.43'	N52°09'13"E
L26	57.35'	S78°35'57"E
L27	47.66'	N41°56'37"W
L28	25.08'	N57°24'09"E
L29	48.68'	S63°36'15"E
L30	27.70'	S20°02'53"E
L31	27.27'	S85°33'40"W
L32	15.21'	N86°56'15"W

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING	TANGENT
C1	116.21'	57.29'	116°13'26"	97.29'	N33°18'50"E	92.08'
C2	66.58'	51.58'	73°57'46"	62.05'	N42°50'23"E	38.84'
C3	45.93'	69.55'	37°50'13"	45.10'	S86°17'31"E	23.84'
C4	80.87'	59.46'	77°55'29"	74.78'	S22°48'25"E	48.09'



PROJECT NUMBER 20190024.00
DATE 05/29/2020
SCALE N/A
REFERENCE SHEET

PROJECT TITLE RYAN ROAD CONSERVATION
EASEMENT
SHEET TITLE EXHIBIT

LEGAL DESCRIPTION CONSERVATION EASEMENT

Easement 1

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 29 Township 5 North Range 21 East in the City of Franklin Milwaukee County Wisconsin more particularly described as follows

Commencing at the Northeast corner of said Northeast 1/4

THENCE South 89°35'54" West 661.29 feet along the North line of said Northeast 1/4
THENCE South 00°54'12" West 65.02 feet to the Northeast corner of Lot 2 of Certified Survey Map numbered 9163 recorded in the office of the Register of Deeds for Waukesha County
THENCE South 89°35'34" West along the North line of said Certified Survey Map 310.73 feet to the point of beginning
THENCE South 45°07'18" West 9.52 feet
THENCE South 3°59'10" West 21.03 feet
THENCE South 36°11'03" West 40.55 feet
THENCE South 55°10'05" West 39.40 feet
THENCE South 9°14'28" East 68.59 feet
THENCE South 32°31'48" East 32.67 feet
THENCE South 21°04'02" East 33.23 feet
THENCE South 53°19'08" East 21.99 feet
THENCE South 36°30'47" East 83.41 feet
THENCE North 50°51'35" East, 8.31 feet to the beginning of a non-tangent curve concave southeasterly said curve has a radius of 57.29 feet to which a radial line bears South 65°12'07" West
THENCE northeasterly along said curve through a central angle of 116°13'26" an arc distance of 116.21 feet to the beginning of a non-tangent curve concave southeasterly said curve has a radius of 51.58 feet to which a radial line bears North 84°08'30" West
THENCE northeasterly along said curve through a central angle of 73°57'46" an arc distance of 66.58 feet to the beginning of a non-tangent curve concave southerly said curve has a radius of 69.55 feet to which a radial line bears North 15°12'37" West
THENCE easterly along said curve through a central angle of 37°50'13" an arc distance of 45.93 feet to the beginning of a non-tangent curve concave southwesterly said curve has a radius of 59.46 feet to which a radial line bears North 28°13'50" East
THENCE southeasterly along said curve through a central angle of 77°55'29" an arc distance of 80.87 feet
THENCE South 81°58'44" East 88.38 feet to the East line of said Lot 2
THENCE South 0°54'12" West along the East line of said Lot 2 88.40 feet
THENCE South 81°55'37" West 55.02 feet to a Point A,
THENCE South 35°14'46" West, 31.93 feet
THENCE South 69°03'03" West 32.73 feet
THENCE South 82°59'52" West 65.60 feet to the South line of said Lot 2
THENCE North 89°06'03" West along the South line of said Lot 2 and onto the South line of Lot 1 of said Certified Survey Map 221.17 feet
THENCE North 75°39'04" West 74.20 feet to the West line of said Lot 1
THENCE North 0°53'39" East along the West line of said Lot 1 360.51 feet to the North line of said Lot 1
THENCE North 89°35'54" East along the North line of said Lot 1 150.50 feet to the point of beginning

EXCEPTING therefrom the following described parcel of land

Commencing at said Point A

THENCE North 01°41'00" East 25.86 feet to the point of beginning
THENCE (1) North 41°56'37" West 47.66 feet
THENCE (2) North 57°24'09" East 25.08 feet
THENCE (3) South 63°36'15" East 48.68 feet
THENCE (4) South 20°02'53" East 27.70 feet
THENCE (5) South 85°33'40" West 27.27 feet
THENCE (6) North 86°56'15" West 15.21 feet to the point of beginning

Containing 96,538 square feet (2.126 acres) more or less



PROJECT NUMBER 20190024.00
DATE 05/29/2020
SCALE N/A
REFERENCE SHEET

PROJECT TITLE RYAN ROAD CONSERVATION
EASEMENT
SHEET TITLE EXHIBIT

3/4

LEGAL DESCRIPTION CONSERVATION EASEMENT

Easement 2

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 29 Township 5 North Range 21 East in the City of Franklin Milwaukee County Wisconsin more particularly described as follows

Commencing at the Northeast corner of said Northeast 1/4

THENCE South 89°35'54" West 661.29 feet along the North line of said Northeast 1/4
THENCE South 00°54'12" West 65.02 feet to the Northeast corner of Lot 2 of Certified Survey Map numbered 9163 recorded in the office of the Register of Deeds for Waukesha County
THENCE continuing South 00°54'12" West along the East line of said Lot 2 91.06 feet to the point of beginning
THENCE continuing South 0°54'12" West along the East line of said Lot 2 93.18 feet
THENCE North 74°08'55" West 43.51 feet
THENCE North 7°44'08" East 37.41 feet
THENCE North 22°33'46" West 21.75 feet
THENCE South 72°54'11" West 16.94 feet
THENCE North 57°42'09" West 12.99 feet
THENCE North 5°15'07" West 18.60 feet
THENCE North 52°09'13" East 24.43 feet
THENCE South 78°35'57" East 57.35 feet to the point of beginning

Containing 4.816 square feet (0.111 acres) more or less



PROJECT NUMBER 20190024.00
DATE 05/29/2020
SCALE N/A
REFERENCE SHEET

PROJECT TITLE RYAN ROAD CONSERVATION
EASEMENT
SHEET TITLE EXHIBIT

MILWAUKEE COUNTY TRAILS NETWORK PLAN (Draft)

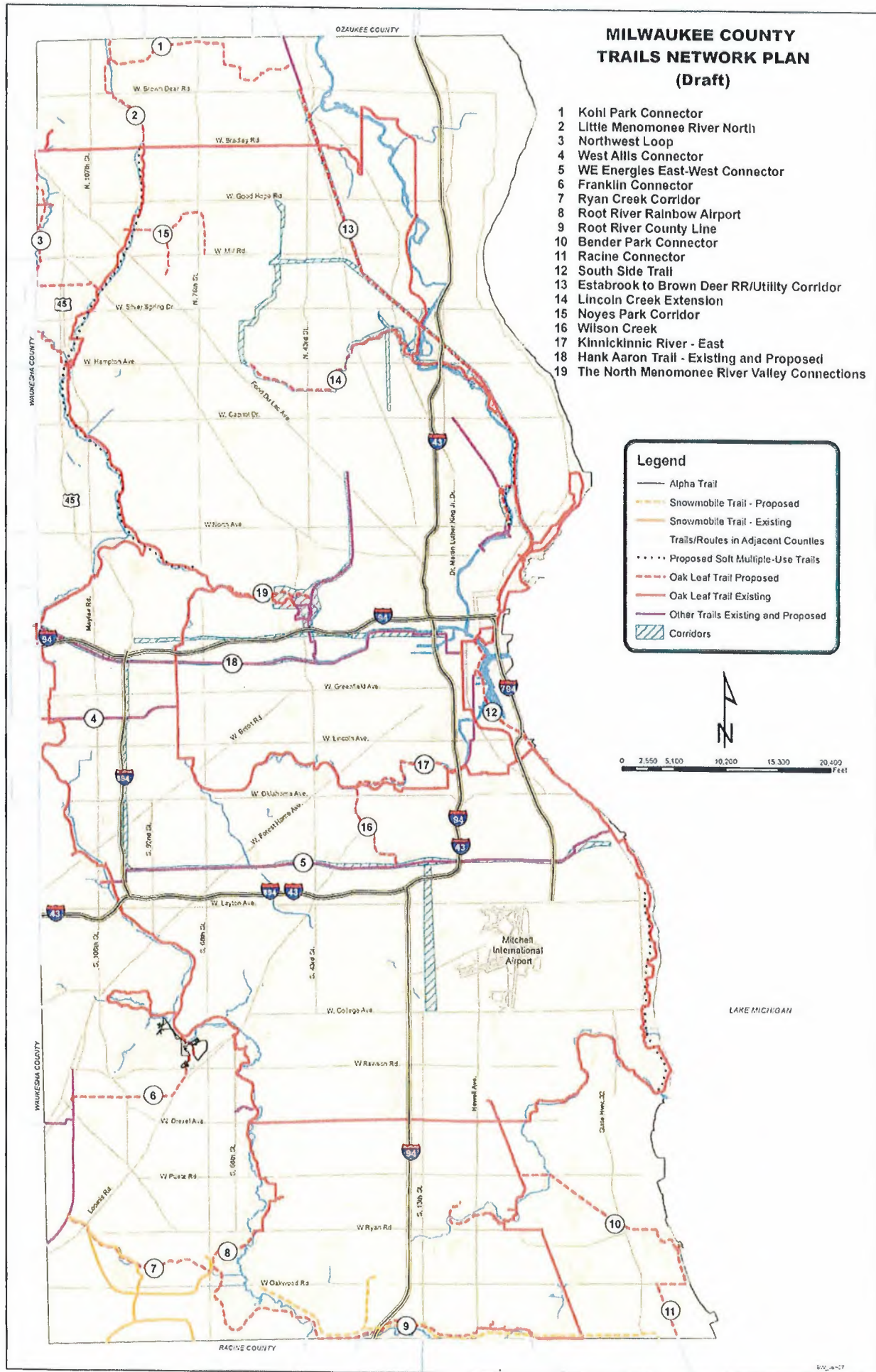
- 1 Kohl Park Connector
- 2 Little Menomonee River North
- 3 Northwest Loop
- 4 West Allis Connector
- 5 WE Energies East-West Connector
- 6 Franklin Connector
- 7 Ryan Creek Corridor
- 8 Root River Rainbow Airport
- 9 Root River County Line
- 10 Bender Park Connector
- 11 Racine Connector
- 12 South Side Trail
- 13 Estabrook to Brown Deer RR/Utility Corridor
- 14 Lincoln Creek Extension
- 15 Noyes Park Corridor
- 16 Wilson Creek
- 17 Kinnickinnic River - East
- 18 Hank Aaron Trail - Existing and Proposed
- 19 The North Menomonee River Valley Connections

Legend

- Alpha Trail
- Snowmobile Trail - Proposed
- Snowmobile Trail - Existing
- Trails/Routes in Adjacent Counties
- ... Proposed Soft Multiple-Use Trails
- Oak Leaf Trail Proposed
- Oak Leaf Trail Existing
- Other Trails Existing and Proposed
- Corridors



0 2,500 5,000 10,000 15,000 20,000 Feet



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APPROVAL <i>slu</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 18, 2020
REPORTS & RECOMMENDATIONS	RESOLUTION TO ISSUE CHANGE ORDER NO. 1 TO THE WANASEK CORPORATION FOR THE RYAN CREEK INTERCEPTOR ODOR REDUCTION PROJECT IN THE AMOUNT OF \$9,030	ITEM NUMBER <i>G.C.</i>

BACKGROUND

On December 17, 2019, the Common Council awarded the Ryan Creek Interceptor Odor Reduction Project to The Wanasek Corporation For \$199,000. The project was constructed and during startup, the adjacent homes still generated some odor complaints. Staff has worked with the consultant and Milwaukee Metropolitan Sewerage District (MMSD) on a solution to further the odor removal. A virtual meeting was set up to discuss a proposed pilot test for a solution and no resident attended.

Douglas J. Nelson, P.E. Assistant Professor in Civil and Architectural Engineering and Construction Management, Milwaukee School of Engineering, was engaged to write a report on the proposed solution and MMSD has reviewed the report. A copy of the report is available by contacting the Engineering Department.

In addition, the City of Franklin Health Department and Inspection Services have been closely consulted on this proposed pilot project.

ANALYSIS

This change order to Wanasek will allow for a pilot test of the proposed solution.

The enclosed memorandum to the residents fully explains the project, the history, and what we hope to achieve in this pilot project.

OPTIONS

- A. Resolution to authorize change order 1; or
- B. Refer back to Staff with additional direction.

FISCAL NOTE

MMSD is willing to include the cost of this work if it is effective. Otherwise, the costs would be born by the City Sewer Utility (Sewer Rehabilitation Fund).

COUNCIL ACTION REQUESTED

(OPTION A) Resolution 2020-_____ a resolution to issue Change Order No. 1 to The Wanasek Corporation for the Ryan Creek Interceptor Odor Reduction Project in the amount of \$9,030.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020- _____

RESOLUTION TO ISSUE CHANGE ORDER NO. 1 TO THE WANASEK CORPORATION
FOR THE RYAN CREEK INTERCEPTOR ODOR REDUCTION PROJECT
IN THE AMOUNT OF \$9,030

WHEREAS, the Wanasek Corporation from Burlington, WI was awarded the construction project for The Ryan Creek Interceptor Odor Reduction Project; and

WHEREAS, upon operation, not all of the odors were abated to the satisfaction of adjacent property owners; and

WHEREAS, the City has worked with Milwaukee Metropolitan Sewerage District (MMSD), Ruekert & Mielke, Inc., and Douglas J Nelson, P.E Assistant Professor in Civil and Architectural Engineering and Construction Management, Milwaukee School of Engineering on a pilot project; and

WHEREAS, additional work is needed by Wanasek to perform a pilot project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Wanasek Corporation be issued Change Order No. 1 for a lump sum amount of \$9,030.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2020, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2020.

APPROVED.

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CHANGE ORDER
CITY OF FRANKLIN
DEPARTMENT OF ENGINEERING

Change Order No: 01

Dated August 18, 2020

PROJECT NAME RYAN CREEK INTERCEPTOR ODOR REDUCTION PROJECT

PROJECT LOCATION W. Ryan Road

CONTRACTOR: The Wanasek Corporation

Nature of the Changes: assistance with performing a pilot project

These changes result in the following adjustment of Contract Price and Contract Time: (CITY CONTRACT ONLY)

Original Contract Price \$199,000

Contract price prior to this Change Order \$199,000

Net **INCREASE** resulting from this Change Order \$9,030.00

Current contract price including this Change Order \$208,030.00

Net (Increase/Decrease) in time resulting from this Change Order Increase 0 calendar days

The above changes are Approved by:

Mayor

City Clerk

Contractor.

By: Stephen R. Olson

By: Sandra L. Wesolowski

By: _____

Date: _____

Date: _____

Date: _____

Director of Finance & Treasurer

City Attorney

By: Paul Rotzenberg

By: Jesse A. Wesolowski

Date: _____

Date: _____



Wanasek Corporation
29606 Durand Avenue
Burlington, WI 53105
Phone (262)763-3561
Fax (262)767-9917

To:	Franklin, Water & Sewer Dept	Contact:	David Arnott
Address:	Franklin, WI	Phone:	(414) 421-2613
		Fax:	(414) 421-1143
Project Name:	Franklin Odor Fan Unit	Bid Number:	
Project Location:	West Ryan Rd, Franklin, WI	Bid Date:	08/03/2020

Item #	Item Description	Estimated Quantity	Unit
10	Mobilization	1 00	LS
20	Silt Fence Install & Remove	30 00	LF
30	Stip Topsoil	1 00	LS
40	Set New Control Equipment	1.00	LS
50	1 1/4" Base Course	30 00	TON
60	12 CMP Culvert, No Endwalls	20.00	LF
70	Mechanical Work	1 00	LS

Total Bid Price: \$9,030.00

Notes:

- **Exclusions:** Excavation below subgrade due to poor soil conditions, hauling or leveling of other's spoils, handling of contaminated or hazardous material, locating of private underground utilities, impact or connection fees for utility service connections, all unforeseen excavation obstructions (such as buried frost walls and footings), site stabilization (tackifier or polyacrylamide erosion control), silt fence removal or maintenance, erosion control inspection logs, frost protection or major frost ripping, layout of all building footings and column pad dig lines, layout by surveyor (cut sheets must be provided), compaction testing, asphalt or concrete work, base under asphalt or curb & gutter, vapor barrier, foundation drain tile and drainage stone fill, or landscape restoration
- As required by the Wisconsin Lien Law, The Wanasek Corp hereby notifies you that persons or companies furnishing labor or material for construction on your land may have lien rights on your land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned, are those who contract directly with you or those who give you notice within 60 days after they first furnished labor or material for the construction. Accordingly, you will probably receive notice from those who furnish labor or materials for the construction, and you should give a copy of each notice received to your mortgage lender, if any. We agree to cooperate with you and your lender, if any, to see that all potential lien claimants are duly paid.
- 1% bond fee is not included

Payment Terms:

Payment terms of net 30 days from the date of invoice. A 1.5% service charge will be added on all past due outstanding balances.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: The Wanasek Corp. Authorized Signature: _____ Estimator: Mike Hertman, P.E. (262) 763 3561 mike@wanasek.com
---	---

DATE: June 2, 2020

TO: W Ryan Road homes (west of S 116th Street)

COPY: Alderman John Nelson

FROM: Glen E. Morrow, PE- City Engineer, Director of Public Works, & Utility Manager

SUBJECT: Ryan Road Odor Control Project

I would like to invite you to a neighborhood zoom call Thursday evening, June 4 at 6 00 pm. You may use your computer to log in or use the phone number to call in. Instructions for connection are at the end of this memo.

Please review the attached information and a summary of what I will discuss is below.

History-

- 1 5-6 lift stations from Muskego pumping for long distances
- 2 Sewage goes septic from Muskego pump stations to outlet to the Ryan Creek Interceptor (RCI) at County Line/ Ryan Road
- 3 Septic sewage has hydrogen sulfide (rotten egg smell) that wants to be airborne when it reaches Franklin
- 4 In January 2015, City smoke tested the RCI and was unable to find defects in homes
- 5 City/MMSD installed IPEX Vortex that is draws in air to oxidize the H₂S (keeping the stunk in the liquid)
6. The IPEX has a range of flows where it is effective, and it was sized to handle most of the flows- not all
- 7 City/MMSD also installed 4 vent pipes with scrubbing media in the first 1/2 mile to give the non-treated smells a place to vent besides the homes
- 8 2020 after construction, better results, but still caused smells in homes
- 9 During Muskego operation, City Staff noticed that breeze was coming from house cleanouts. Theory that perhaps years of a few homes flushing to large pipe without scour velocity was causing decreased capacity in the RCI for Muskego flows which was causing airflow back to homes. City staff later CCI V's the RCI looking for a "poop dam" and none was found
10. Also, a Waste Management leachate line constructed a connection to the RCI downstream at 112th Street. That connection was quickly turned off because of smells entering homes west of S. 116th Street
- 11 City discussed situation with experienced "State Plumbing Consultant" in Waukesha and his opinion was that there is definitely something wrong with the plumbing in the homes. Suggested that each home be smoke tested to find defects
- 12 City offered affected residents to smoke test their homes by a private plumbing company. Only 3/10 scheduled a test and 2/3 had defects that were found
- 13 Puzzling that 1 home had adequate plumbing. Plumber who performed smoke testing noted "very breezy sewer" on all reports. This triggered a new theory

Current Situation

1. Douglas J Nelson, P E Assistant Professor in Civil and Architectural Engineering and Construction Management, Milwaukee School of Engineering was consulted to discuss the breeze theory
 - a. On the far east side of the City (6 miles away), there are active MMSD interceptor sewers and the large diameter RCI (approximately 4 miles) is essentially empty
 - b. The temperature differentials are creating a breeze that starts in the east and keeps picking up speed and volume as it travels west all the way to the Muskego City limits
 - c. As it reaches the end of the line, the breeze is drawn to the homes because they are warmer than the vents in the streets
2. City is speculating that creating a negative pressure in the sewer (sucking air out of the sewer) and pulling through scrubbing media will stop the breeze pushing smells towards the homes
3. To verify the theory, the City would like to conduct a pilot study
 - a. Step 1. City would use a portable generator to operate an exhaust fan/scrubber at manhole-42. If this stops a breeze at the homes- proceed to Step 2
 - b. Step 2. Waste Management would redirect their leachate discharge to the RCI at S 112th Street. Let this operate to ensure that smells do not migrate to homes. If no smell after two days, then proceed to Step 3
 - c. Step 3. Muskego would redirect their flows to the RCI. Let this operate to ensure that smells do not migrate to the homes. If no smell after four days, then proceed to step 4.
 - d. Step 4. Continue operation and see if smell returns to homes
 - e. Discuss with MMSD for concurrence, and proceed to design
 - f. Note that during pilot study- that generator may be noisier than a permanent installation. A permanent installation will use an electric meter drop for no noise. There may be a permanent "breeze" noise from the large scrubber

To join our Zoom call

Topic: Ryan Road Odor

Time: Jun 4, 2020 06:00 PM Central Time (US and Canada)

Join Zoom Meeting on computer:

<https://franklinwi.zoom.us/j/95671638787>

Meeting ID: 956 7163 8787

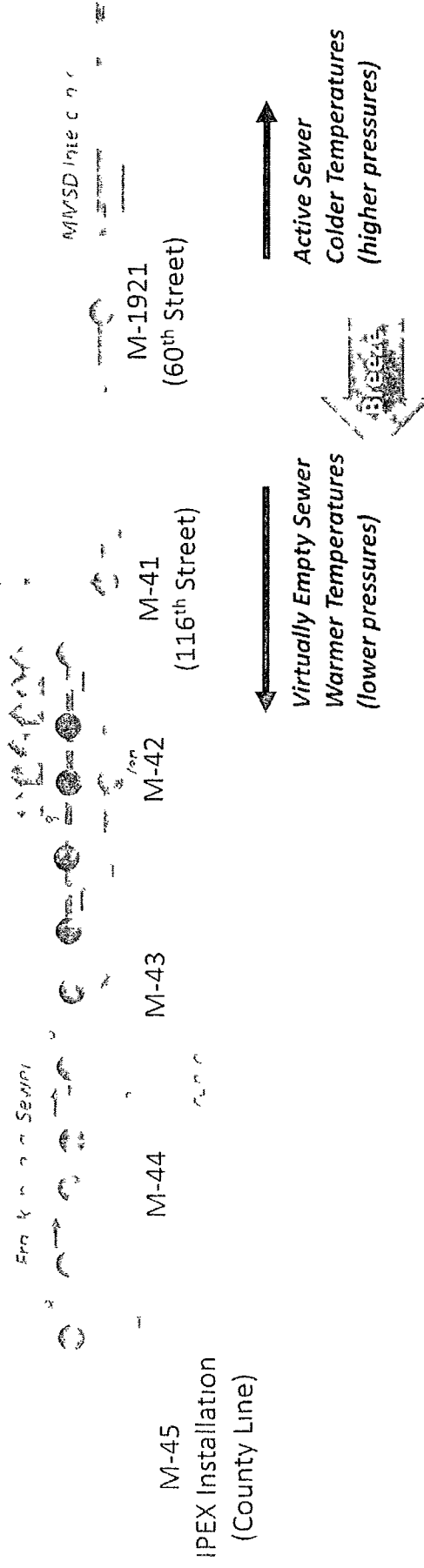
Or by phone

Dial 312 626 6799

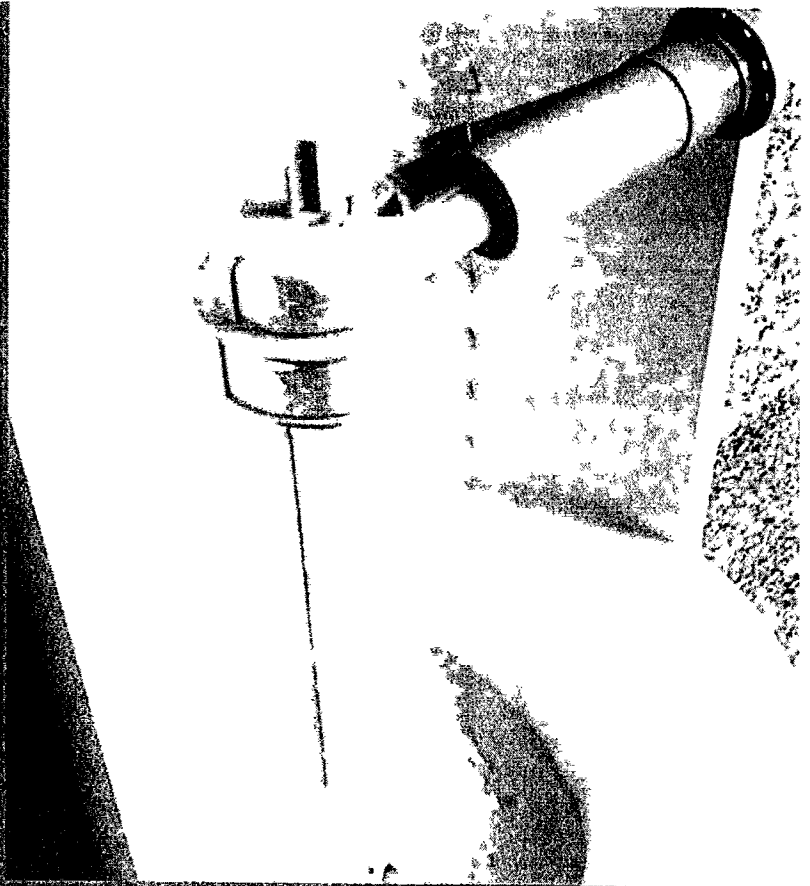
Meeting ID: 956 7163 8787

Franklin Ryan Creek Interceptor
Odor Control Investigations

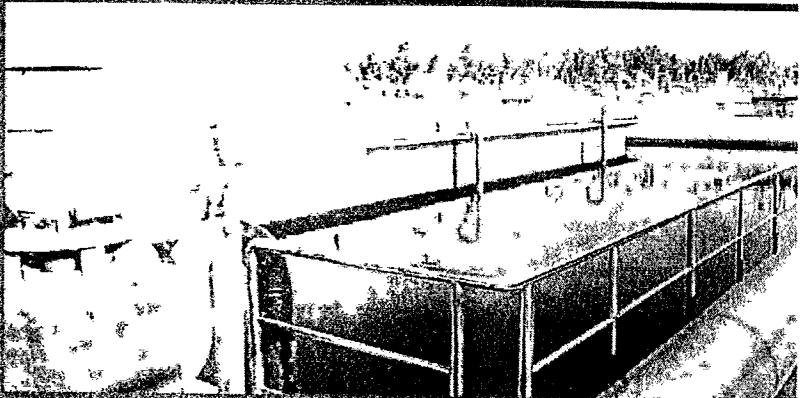
0.5 miles



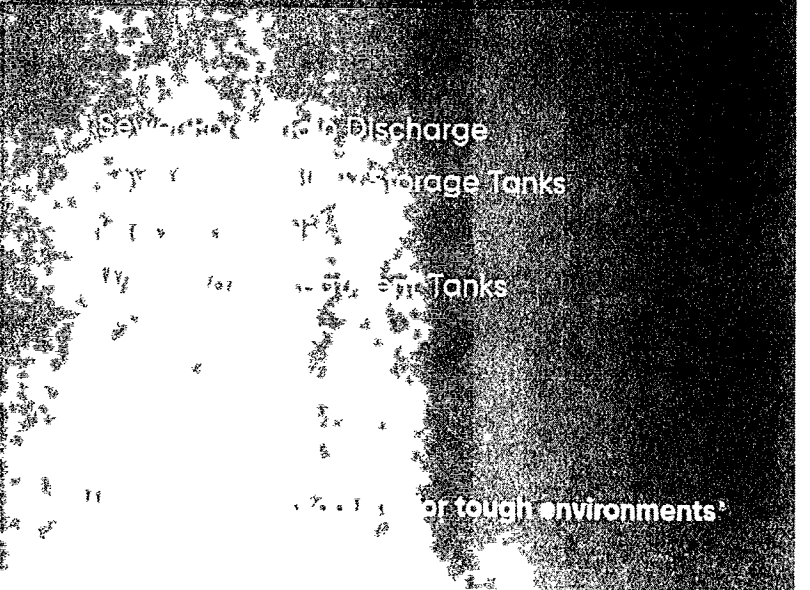
AERATOR FOR SEWER ODOR AND CORROSION CONTROL



Vortex FORCE™
ODOR & CORROSION CONTROL



MUNICIPAL SYSTEMS




IPEX
by allaxis

... for tough environments®

Vortex FORCE

A NEW SOLUTION FOR ODDOR AND CORROSION CONTROL IN SEWER MAINS

Sewer odors are a common problem for communities and a major cause of community complaints. Odors are caused primarily by hydrogen sulfide gas, which is produced when hydrogen sulfide is introduced into the sewer. The release of the toxic gas into the atmosphere is a major problem, requiring the use of expensive chemical feed systems and other high maintenance solutions. Corrosion and structural corrosion is also associated with H₂S attack.

The Vortex Force is a specially designed aerator that draws in and powerfully mixes air into sewage flow, creating the aerobic condition that produces no hydrogen sulfide and other odor-producing compounds in the sewer. By dramatically increasing the dissolved oxygen level in the sewage flow, the benefits of the Vortex Force extend a long distance downstream.

EASILY CONNECTS IN FOUR SIZES

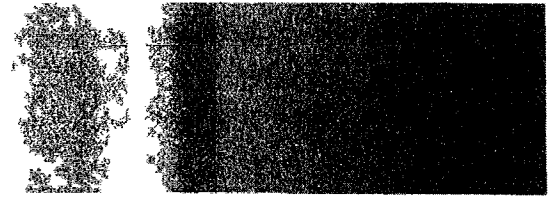
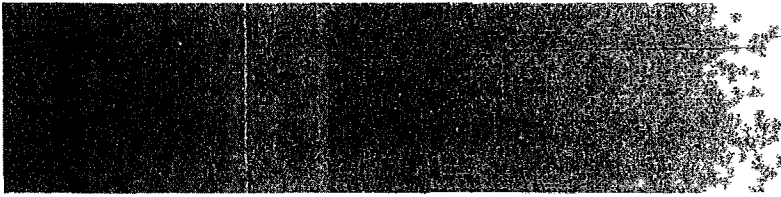
The Vortex Force easily connects to existing sewer lines and supports. It is available in four standard models, covering a wide range of flows from 125 CFS to 1,000 CFS. Each design can effectively aerate up to 100 feet downstream.

Flange
Connection

Influent
Line

Size	Inlet Diameter (in.)	Flow Capacity (CFS)
Small	4	125 - 500
Med.	6	250 - 1,000
Large	12	1,000 - 2,000
XL	24	2,000 - 10,000

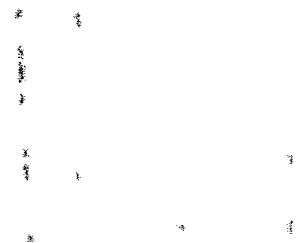
Circle 116



HOW IT

Drop Structure

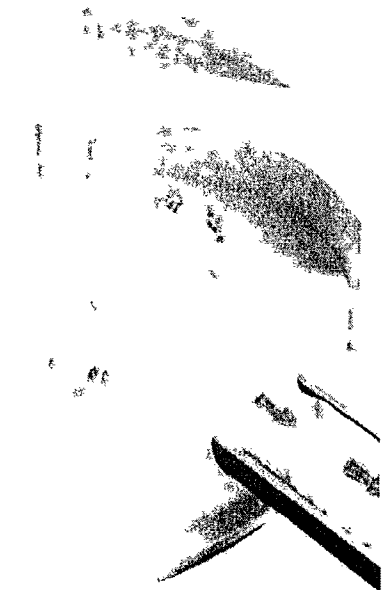
VOR



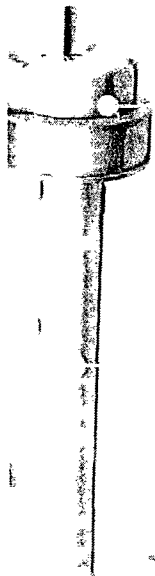
VORTEX

OFF

Vortex
Top Form



Drop
Shaft



Flow Exit

ENERGY

ON PA L

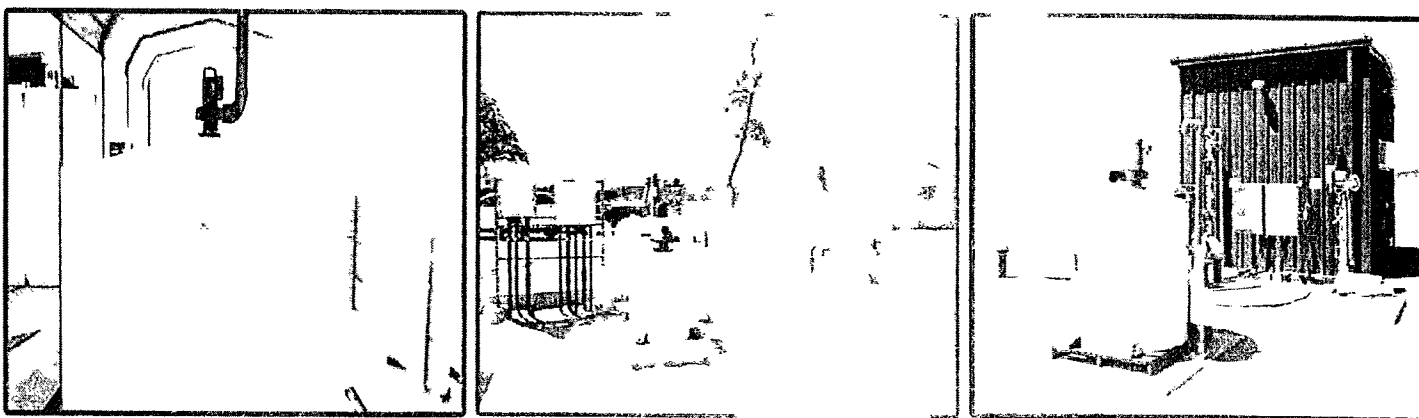
Energy
Dissipation





Peacemaker® H₂S Converter Dry Air Scrubber

Dry Air Scrubbers with Converting Media Technology: Unlike activated carbon that absorbs H₂S, our Patented Converting Media Technology reacts with H₂S to form a water soluble and non-volatile poly sulfide, that is readily biodegradable. In simple terms, gaseous H₂S is turned into a stable liquid polymer.



- Peacemaker® Scrubbers with Persnickety® Converting Media: Removes H₂S loading's greater than 5000 PPM.
- 99%+ Average & Peak Hydrogen Sulfide (H₂S) Loading Removal
- Designed and sized for each Wastewater & Biogas Application
- No Maintenance, added Chemical, Biological or Water Addition
- Corrosion Control
- Easy to Install
- Cost Effective

Working together

Syneco Systems will work with you to design, install and implement THE BEST overall odor control solution for your specific application!



Contact Us
Phone: 952 927 5216
Fax: 952 927 5226
Email: sales@synecosystems.com
Website: www.synecosystems.com



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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/18/20
REPORTS AND RECOMMENDATIONS	Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Report for 2019	ITEM NUMBER <i>G.7.</i>

Each year the City is required to file a Compliance Maintenance Annual Report with the Wisconsin Department of Natural Resources. Wisconsin Administrative Code Chapter NR 208 is more commonly known as the Compliance Maintenance Annual Report (CMAR) Rule for publicly and privately owned domestic wastewater treatment works. The CMAR is a self-evaluation tool that promotes the owner's awareness and responsibility for wastewater collection and treatment needs, measures the performance of a wastewater treatment works during a calendar year, and assesses the level of compliance with permit requirements. Attached is the 2019 Annual Report.

It is important to meet the stipulation from the DNR that this report be filed electronically on or before August 31, 2020. The report requires approval by the governing body and such resolution is attached.

COUNCIL ACTION REQUESTED

Motion to adopt a Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Report for Year 2019.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020-

A RESOLUTION APPROVING THE WISCONSIN DEPARTMENT OF NATURAL
RESOURCES NR-208 COMPLIANCE MAINTENANCE REPORT FOR YEAR 2019

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system under Wisconsin Administrative Code NR 208;

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR); and

WHEREAS, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades (of "C" or less) and/or an overall grade point average (<3.00).

BE IT THEREFORE RESOLVED by the Common Council of City of Franklin that the following recommendations or actions will be taken to address or correct problems/deficiencies of the wastewater treatment or collection system as identified in the Compliance Maintenance Annual Report (CMAR):

- (1) Continue to identify inflow and infiltration (I & I) to the City's sanitary sewer system and take action to eliminate all I & I detected.
- (2) Continue the City record of having no bypasses or overflow.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this 18th day of August by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 18th day of August.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES NOES ABSENT

Wisconsin Department of Natural Resources

Status :

InProgress

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Compliance Maintenance Annual Report

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Franklin Sewage Collection System

Updated: 8/6/2020

Reporting For: 2019

Financial Management

1. Provider of Financial Information

Name: Paul Rotzenberg

Telephone: 414-427-7514

(XXX) XXX-XXXX

E-Mail Address (optional): PRotzenberg@Franklinwi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

☒ Yes (0 points)☐ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year: 2019

☒ 0-2 years ago (0 points)☐ 3 or more years ago (20 points)☐ N/A (private facility)

2.3 Did you have a special account (e.g., CWF required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

☒ Yes (0 points)☐ No (40 points)

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year: 2019

☒ 1-2 years ago (0 points)

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☐ 3 or more years ago (20 points)

☐ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ -232,566.00

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

+ ▼ \$ 232,566.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 0.00

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+ \$ 480,000.00

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 480,000.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

CALCULATE

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Re-Established Reserve

3.3 What amount should be in your Replacement Fund? \$ 0.00

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☒ Yes

☐ No

If No, please explain.

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4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below.

☐ No

Add Project

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	We will be inspecting and improving force mains when needed, Lift station improvements and or replacement, Maintaining existing system. MH hole rehabilitation. Continuing working on II improvements.	175000	2017
2	We will be inspecting and improving force mains when needed, Lift station improvements and or replacement, Maintaining existing system. MH hole rehabilitation. Continuing working on II improvements.	175000	2018
3	upgrading pumping equipment & piping @ St. Martins's lift station and continuation of Man Hole rehabilitation & improving force mains when needed.	30000	2019
4	New installation of lift Station and force main at the New S/E Hickory Street Business Park.	4,200.000	2020
5	Upgrading of SCADA system	10,000	2021
6	Major upgrading IP lift Station.	3,100.000	2021
To edit Project, click on Project #			

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

Energy use can be obtained from your monthly utility bills or request from your utility a use summary. Read your energy bill or use summary closely and enter the use in the correct month. Include all collection system energy use in which the municipality is financially responsible.

COLLECTION SYSTEM: Total Energy Consumed

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Number of Municipally Owned Pump/Lift Stations:

4

	Total Collection System Electricity Consumed (kWh)	Total Collection System Natural Gas Consumed (therms) <i>Leave blank if not applicable</i>
January	16,019	412
February	17,418	390
March	19,368	193
April	20,938	82
May	21,162	13
June	16,902	11
July	12,240	35
August	10,438	30
September	15,296	40
October	15,974	18
November	16,530	229
December	16,668	290
Total	198,953	1,743
Average	16,579	145

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☒ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

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6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☒ No☐ Yes

Year:

By Whom:

Describe and Comment:

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

General Building / Structure upkeep / energy saving lighting & fixtures. Upgrading to more efficient equipment when being repaired or replaced.

Total Points Generated	0
Score (100 - Total Points Generated)	100
SECTION GRADE	A

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Wisconsin Department of Natural Resources

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Franklin Sewage Collection System

Updated: 7/27/2020

Reporting For: 2019

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

0

1.1 Do you have a CMOM program that is being implemented?

☒ Yes☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes☐ No (30 points)☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ **Goals [NR 210.23 (4)(a)]**

Describe the major goals you had for your collection system last year:

Safety training, Safety practices, Inner departmental organization, Better lift station efficiency.

Did you accomplish them?

☒ Yes☐ No

If No, explain:

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☒ **Organization [NR 210.23 (4) (b)]**

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ **Legal Authority [NR 210.23 (4) (c)]**

What is the legally binding document that regulates the use of your sewer system?

City of Franklin Codes found i

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 01/09/2013

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ **Operation and Maintenance [NR 210.23 (4) (d)]**

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☐ Regular O&M training

☒ **Design and Performance Provisions [NR 210.23 (4) (e)]**

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

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- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)]

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]

☒ Special Studies Last Year (check only those that apply):

- ☒ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☒ Sewer Evaluation and Capacity Managment Plan (SECAP)
- ☒ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	25	% of system/year
Root removal	1	% of system/year
Flow monitoring	3	% of system/year
Smoke testing	1	% of system/year
Sewer line televising	21	% of system/year
Manhole inspections	20	% of system/year
Lift station O&M	77	# per L.S./year

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Manhole rehabilitation	rehabbed	9 % of manholes
Mainline rehabilitation	rehabbed	1 % of sewer lines
Private sewer inspections		0 % of system/year
Private sewer I/I removal services		0 % of private
River or water crossings	maintained	0 % of pipe crossings evaluated or

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

46.01 Total actual amount of precipitation last year in inches

34.87 Annual average precipitation (for your location)

192 Miles of sanitary sewer

4 Number of lift stations

0 Number of lift station failures

0 Number of sewer pipe failures

0 Number of basement backup occurrences

21 Number of complaints

0.897 Average daily flow in MGD (if available)

27.180 Peak monthly flow in MGD (if available)

0.240 Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00 Lift station failures
(failures/year)

GRAPH

0.00 Sewer pipe failures (pipe
failures/sewer mile/yr)

GRAPH

0.00 Sanitary sewer overflows
(number/sewer mile/yr)

GRAPH

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 Basement backups
(number/sewer mile)

GRAPH

 Complaints (number/sewer
mile)

GRAPH

 Peaking factor ratio (Peak
Monthly:Annual Daily Avg)

GRAPH

 Peaking factor ratio (Peak
Hourly:Annual Daily Avg)

GRAPH

4. Overflows**LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED ****

Date	Location	Cause	Estimated Volume (MG)
------	----------	-------	-----------------------------

None reported

**** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.**

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☐ Yes☒ No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes☒ No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Repairing leaky manholes when found.

5.4 What is being done to address infiltration/inflow in your collection system?

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Working with Milwaukee Metropolitan Sewerage District in a collaborative Private Property & Inflow & Infiltration program. Also rehabbing of manholes, laterals, pipe lining.

Total Points Generated	0
Score (100 - Total Points Generated)	100
SECTION GRADE	A

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Wisconsin Department of Natural Resources

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Compliance Maintenance Annual Report

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Franklin Sewage Collection System

WPDES No:
0047341Reporting For:
2019

Grading Summary

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Aug 18, 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO MOVE \$26,900 FROM CONTINGENCY APPROPRIATIONS TO POLICE SOFTWARE AND CREATE A GRANT RESOURCE FOR \$16,130 TO UPGRADE THE 9-1-1 EMERGENCY SYSTEM	ITEM NUMBER <i>G.8.</i>

Background

On Aug 4, 2020 the Common Council authorized the purchase of an upgrade to the emergency 9-1-1 phone system for \$26,883.50 with the expectation of a Federal Grant of \$16,310. The Council directed the Director of Finance & Treasurer to prepare a 2020 budget amendment to reflect the appropriation and expected grant.

Analysis

The proposed 2020 Budget Amendment will move \$10,800 of Capital Outlay Contingency appropriations and create a \$26,900 Police Software appropriation and a \$16,100 Grant resource.

The proposed 2020 Budget Amendment will effectively move \$10,800 of Capital Outlay Contingency appropriations to Police capital appropriations for the purchase of the emergency 9-1-1 system.

Recommendation

The Director of Finance & Treasurer recommends adoption of the attached proposed budget amendment.

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the Capital Outlay Fund to move \$26,900 from Contingency appropriations to Police software and create a grant resource for \$16,130 to upgrade the 9-1-1 emergency system

Roll Call Vote Required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020_____

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO MOVE \$26,900 FROM CONTINGENCY APPROPRIATIONS TO POLICE SOFTWARE AND CREATE A GRANT RESOURCE FOR \$16,130 TO UPGRADE THE 9-1-1 EMERGENCY SYSTEM

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, on August 4, 2020 the Common Council approved the purchase of \$26,883 of emergency 9-1-1 upgrade equipment with the used of Capital Outlay Contingency appropriation and a \$16,130 Federal Grant resource; and

WHEREAS, the Common Council directed that a 2020 Budget Amendment be drafted to move \$10,800 of Contingency appropriations and create the \$16,100 Federal Grant resource; and

WHEREAS, .

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

Section 1 That a 2020 Budget for the Capital Outlay Fund be amended as follows:

Capital Outlay Fund

Intergovernmental Rev	Increase	\$16,100
Police Computer Software	Increase	\$26,900
Contingency	Decrease	\$10,800

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2020.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

R#74522

<p>APPROVAL</p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 08/04/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Police Department request for approval to purchase 911 Nextgen call recording and logging system</p>	<p>ITEM NUMBER G3</p>

At the April 21, 2020 meeting, the Common Council approved the following motion related to the purchase of a new call recording and logging system that will perform time saving functions such as being able to email a recording; geo fence searches; viewing call locations on a map; text message replay.

MOTION TO UPGRADE OF 911 NEXTGEN

Accept the (federal) grant with the commitment to fund 100% of the project costs of \$26,883.50 with the expectation the City would receive 60% of the costs, estimated to be \$16,130.00, as a reimbursement, with City costs being \$10,754.00, and further that the Council directs the Director of Finance & Treasurer to prepare budget amendment to move contingency appropriation to Police Equipment and reflect the grant resources. Approved.

A current quote for the project is \$23,877.50 (attached).

6-0 -

Y
DMW
HBN

N

41-0211-5843 \$23,877⁵⁰

revenue to
fund

PO - 41 0211. 4143
Confirm with M. Wilson

COUNCIL ACTION REQUESTED:

Motion to approve the purchase and installation of the Nelson Systems NexLog system.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Aug 18, 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO MOVE CONTINGENCY APPROPRIATIONS FOR THE MUNICIPAL BUILDING INSPECTIONS PROJECT	ITEM NUMBER <i>G. 9.</i>

Background

On January 21, 2020, the Common Council approved the engagement of Industrial Roofing Services, Inc to evaluate city buildings for maintenance planning. General Fund Contingency appropriations were used to fund this \$37,775 series of contracts.

On January 7, 2020 the Common Council approved a 2020 Budget amendment to carryforward \$44,000 of 2019 appropriations for the Planning department. The Budget Amendment in-correctly included a reduction of Contingency appropriations for that carryforward.

Recommendation

The Director of Finance & Treasurer recommends the proposed 2020 Budget amendment to move the appropriation from Contingency to Municipal Buildings and to correct the use of Contingency for the Planning Dept carryforward.

The Budget amendment will align the appropriations with the recording of the expenditures.

COUNCIL ACTION REQUESTED

Motion approving an ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the General Fund to move contingency appropriations for the municipal building inspections project

Roll Call Vote Required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020_____

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING
THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO MOVE APPROPRIATIONS
FOR THE MUNICIPAL BUILDING INSPECTIONS PROJECT

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, on January 21, 2020 the Common Council approved the engagement of Industrial Roofing Services, Inc. to evaluate city buildings for maintenance planning using Contingency appropriations; and

WHEREAS, on January 7, 2020 the Common Council approved a budget amendment to carryforward \$44,000 of 2019 unused Planning Department appropriations but incorrectly included a reduction of Contingency appropriations; and

WHEREAS, alignment of the expenditure reporting with the appropriations improves transparency in financial reporting.

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

Section 1 That a 2020 Budget for the General Fund be amended as follows:

General Fund

Muni Building	Non-personnel costs	Increase	\$37,775
Contingency		Decrease	\$37,775
Contingency		Increase	\$44,000

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.


APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES____NOES____ABSENT____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/21/2020
REPORTS & RECOMMENDATIONS	Data Collection for an Enhanced Capital Improvement Plan (CIP)	ITEM NUMBER 13.14.

The Mayor's Recommended 2020 Budget and the Adopted Budget included the following statement.

"The Mayor proposes that the City will undertake a much more comprehensive review of its facilities and facility needs and prepare, during 2020, a comprehensive Capital Improvement Plan. It will address roofs, parking lots, and HVAC systems. It will address park system needs and equipment. It is intended to be a comprehensive document with at least a 10-year perspective. This will enable a clear prioritization of needs to be addressed on an annual basis. A process recommendation will be developed during the remainder of 2019."

The vacancy in the Director of Administration (DOA) position will hinder this development, but it is possible to begin the data gathering needed, so that detailed information is available in the second quarter for inputting into a CIP. The goal is to use professional services to investigate the state and status of our facilities.

The City has used Industrial Roofing Services, Inc. (IRS) for its roof inspections and design. They performed very well for the City Hall project in 2019 and the Fire Department project a couple years ago. Besides roofs, they can evaluate exterior walls, windows, doors, parking lots, and exterior ADA compliance. Their proposals are broken down into the three disciplines: roofs, hardscapes, and window and wall. Each identifies the scope of the work involved. Their reports are detailed and will be very useful for a CIP. RS will evaluate the 7 main buildings (City Hall, Police Department, Library, DPW, and three Fire Stations) and have incorporated the accessory buildings associated with them. The City Hall, for example, has two accessory buildings (garages) and there are 9 overall. Some park shelters were also included.

The attached proposals could exclude Ken Windl Park from the roof and wall review based on budgeted work that will already occur this year. Also the proposals would need to be modified to try to expand the "annual budget summary" information to a 10 year period, as opposed to 5 year.

HVAC systems also need to be evaluated since that is a major component and unexpected failures are troublesome and costly. IRS also does such evaluations and a quote is being prepared, but will likely be in the same general area as the other disciplines. A sample quote that shows the scope of review is attached, but it does not contain pricing.

In both cases, detailed reviews, anticipated schedules, and project cost estimates are provided. If approved and given the vacancy at DOA, the Mayor will direct the Department of Inspection Services to review the work product for accuracy, thoroughness, and clarity.

It was originally anticipated that these could be funded through the Professional Services appropriations in the DOA, since it was not uncommon for some of these appropriations to go

Ad needed

01. 0199.5489

9700

9050

9825/28575

JE 11.425

ENC

unused. However, with the vacancy at DOA, it is quite possible that professional services like a labor attorney or benefits attorney will need to be contracted during the period of vacancy. Additionally, the costs estimates have come in higher than anticipated, particularly due to the HVAC reviews.

Therefore, if the effort is to move forward, it would be necessary to use General Fund contingency appropriations. Backing out the two portions of Ken Windl and assuming a 10-year budget scope does not increase the cost, the combined total cost of the attached proposals would be \$27,275. The HVAC review would be an additional \$5,000 to \$10,000 (each is a little more complex, but not every structure has HVAC - and only part of City Hall needs review).

Ultimately, a lack of accurate information could hamper the effectiveness of an enhanced Capital Improvement Plan, so one could argue the information is necessary. Fine-tuning the scope and the proposals could reduce the cost if buildings were excluded. For example, if the City weren't interested in the accessory buildings being reviewed. At these prices, however, one thorough review is recommended. The Director of Administration does not believe that the City will find an alternative contractor that will provide as much detail for this level of cost.

In addition to an evaluation of existing buildings, the 2020 budget document indicated that \$20,000 would be spent during 2019 on a Needs Analysis for a "Highway Building addition." The budget book estimated the building itself would be a \$2,000,000 addition with \$100,000 in design work. The appropriation for the Needs Analysis was never established in 2019, so a contract was not executed in the midst of all of the other tasks. The funding, therefore, fell to the bottom line or fund balance of the Capital Improvement Fund. Unless instructed otherwise, the Finance Director will bring forward a budget modification to carry this funding forward to 2020, and the City Engineer will bring a consultant and contract forward to prepare the Needs Analysis. Having such a needs analysis is useful because it will provide a much more accurate assessment of the building needs and potential costs. This will enable the building and its costs to be worked into the full CIP with the appropriate funding and timing considerations. [Note: This review would not eliminate the need for the above evaluation. The IRS review will be more detailed in certain aspects and they would coordinate with the needs assessment contractor, thereby aiding that review.]

Conclusion: Authorizing these actions will allow field work and data collection to move forward despite the vacancy in the Department of Administration. This will then help create an opportunity for the desired CIP enhancement to proceed. Ultimately \$32,000 to \$40,000 of General Fund contingency would be needed. If approved, the HVAC proposal would be finalized and the other two modifications noted above would occur to the attached proposal and they would be brought back for approval.

COUNCIL ACTION REQUESTED

Motion to authorize the staff to prepare any revisions to the attached proposal and to obtain a completed proposal for HVAC inspections with Industrial Roofing Services, Inc., and to return the same to the Common Council for approval, acknowledging that as much as \$32,000 to \$40,000 in General Fund contingency appropriations would be required.

Or, another such motion as the Common Council shall determine.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE AUG 18, 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO MOVE \$30,000 OF CONTINGENCY APPROPRIATIONS FOR THE S 68 TH STREET VERTICAL ALIGNMENT IMPROVEMENTS AND \$7,000 FOR THE W RAWSON AVE STREET LIGHT PROJECTS	ITEM NUMBER <i>G.10.</i>

Background

On Jan 7, 2020 the Common Council approved a contract for S 68th St Vertical Alignment Improvements and approved the use of \$30,000 of Capital Improvement Fund Contingency appropriations for the project.

On Feb 17, 2020 the Common Council approved up to \$15,000 of Contingency appropriations to install street lights along W Rawson Ave from S Lovers Land Road (USH 45) east to W Hawthorne Lane.

Analysis

To improve the readability of financial reports, a budget amendment is recommended to move these projects from Contingency to Public Works appropriations.

Recommendation

Staff recommends the attached budget amendment moving \$45,000 of Contingency appropriations in the Capital Improvement Fund to Public Works projects for the S 68th Street Vertical Alignment improvement and the W Rawson Ave streetlight projects.

COUNCIL ACTION REQUESTED

Motion approving an ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the Capital Improvement Fund to move \$30,000 of contingency appropriations for the S 68th Street vertical alignment improvements and \$7,000 for the W Rawson Ave street light projects

Roll Call Vote Required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020_____

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO MOVE \$30,000 OF CONTINGENCY APPROPRIATIONS FOR THE S 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS AND \$7,000 FOR THE W RAWSON AVE STREET LIGHT PROJECTS

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, on January 7, 2020 the Common Council approved \$30,000 of Contingency appropriations in the Capital Improvement Fund for the S 68th Street vertical alignment improvement project; and

WHEREAS, on February 17, 2020 the Common Council approved \$15,000 of Capital Improvement Fund Contingency appropriations for street lights along W Rawson Ave from S Lovers Lane Road east to W Hawthorne Ave; and

WHEREAS, reporting these expenditures as Public Works projects rather than contingency expenditures improves transparency of financial reporting.

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

Section 1 That a 2020 Budget for the Capital Improvement Fund be amended as follows:

Contingency	Decrease	\$45,000
Pub Works – Streetlights	Increase	\$15,000
Pub Works – Street Improvements	Increase	\$30,000

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE January 7, 2020
Reports & Recommendations	RESOLUTION TO AWARD THE S. 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS PROJECT TO THE WANASAK CORPORATION FOR \$298,430.00	ITEM NO. <i>G.4.</i>

BACKGROUND

As directed by Common Council on December 3, 2019, Staff solicited bids for the S. 68th Street Vertical Alignment Improvements on December 26, 2019.

Lakeside Engineers performed the design services for the project. Bids for the project were received in conjunction with the 2020 Road Program.

ANALYSIS

Three bids were received on December 26, 2019. The summary of the unit price bids are attached and totals are as follows:

- \$298,430.00 The Wanasak Corporation (Burlington, WI)
- \$304,580.36 Musson Brothers (Waukesha, WI)
- \$407,338.50 AW Oakes (Racine, WI)
- \$266,531.03 *Engineers Opinion of Probable Cost*

Staff recommends that Wanasak is the lowest, responsive, and responsible bidder for this project.

The City has 60 days to award the contract (February 24, 2020).

OPTIONS

- A. Award contract to Wanasak for \$298,430.00; or
- B. Provide further direction to staff.

FISCAL NOTE

The Capital Improvement fund has \$300,000 appropriated for this project. A 10% allowance for contingencies on this unit price project is \$29,843.00, or a total project budget of \$328,273.00. If needed, Capital Improvement Contingency Fund will be needed.

RECOMMENDATIONS

(Option A) Resolution 2019-_____ a resolution to award the S. 68th Street Vertical Alignment Improvements project to The Wanasak Corporation for \$298,430.00.

Engineering Department: GEM

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE February 17, 2020
REPORTS AND RECOMMENDATIONS	RELOCATION OF CITY AND WE ENERGIES LIGHTS TO ACCOMMODATE MILWAUKEE COUNTY'S REHABILITATION OF W. RAWSON AVENUE (CTH BB) FROM S. LOVERS LANE ROAD (USH 45 / STH 100) TO W. HAWTHORNE LANE	ITEM NUMBER <i>8.16.</i>

BACKGROUND

Milwaukee County is rehabilitating W. Rawson Avenue (CTH BB) from S. Lovers Lane Road (USH 45 / STH 100) to W. Hawthorne Lane in the summer of 2020. Recently, the City of Franklin was advised that there are lights that need to be relocated. Some lights were just installed with the Ballpark Commons Project and other lights in the vicinity of S. Lovers Lane and S. 92nd Street are WE Energies lights for which the City pays monthly rental fees.

ANALYSIS

Per WE Energies tariff, the City is obligated to pay for the relocation of the lights owned by WE Energies. The quote from WE Energies to relocate the work is \$3,662.00 and will increase the net monthly rates by \$0.32.

The City will need to pay for the relocation of lights owned by the City in the vicinity of W. Hawthorn Lane. When DPW is unable to perform light maintenance, Pro-Electric helps as needed to complete the work. The City is working with the County to avoid this additional work, but if needed, this work could be as much as \$15,000.

OPTIONS

- A. Authorize staff to direct WE Energies and Pro-Electric, if needed, to relocate lighting to accommodate the County's reconditioning project of W. Rawson Avenue.
- B. Refer back to Staff with further direction.

FISCAL NOTE

There is \$145,000 of Contingency in the Capital Improvement Fund available to support this project.

COUNCIL ACTION REQUESTED

(Option A) Authorize staff to direct WE Energies and Pro-Electric, if needed, to relocate lighting to accommodate the County's reconditioning project of W. Rawson Avenue for not to exceed \$20,000 from the 2020 contingency funds.

Engineering: GEM

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 18, 2020
REPORTS & RECOMMENDATIONS	Review Options to Improve Rawson Avenue and 27 th Street as a Gateway to Franklin.	ITEM NUMBER <i>G.11.</i>

BACKGROUND & HISTORY

The Rawson Avenue and 27th Street intersection is one of the main entrances and provides a first impression of the City of Franklin. Residents and businesses have expressed a desire for improvements at that intersection. Recent removal of some undesired uses at that location, along with the cleanup and removal by WisDOT of the donation drop box, is a good start.

The Tourism Committee updated the Council on the new entrance signage already in process. Their visual and promotional efforts of Franklin could be assisted by additional Council direction.

In June of 2000, two easements were recorded with the Milwaukee County Register of Deeds, coinciding with the WisDOT land purchase of the northeast corner of 27th Street and Rawson Avenue. These perpetual easements allow for the large billboards at a main entrance feature to our City and WisDOT does not have any legal authority to remove/change the billboards.

RECOMMENDATION

The City Council has an opportunity to refine and promote its municipal entry. In cooperation, WisDOT has provided copies of the easements for the City's review. Given the City's need and desire to provide a positive and welcoming entrance, the request is being made to determine what options are available to the City.


OPTIONS

1. Request staff to review easement documents for options that could create improvements, including review of applicable ordinances, easements purchase, or any other options staff and legal Council believe are appropriate to improve the City's image.
2. Do nothing.

COUNCIL ACTION REQUESTED

Direct staff to review and make a recommendation on the Rawson Avenue and 27th Street property easements and report back to Council with an update.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE Aug 18, 2020
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE DONATIONS FUND TO PROVIDE \$15,000 OF CAPITAL APPROPRIATIONS FOR POLICE EQUIPMENT	ITEM NUMBER G.12.

Background

The 2020 Donations Fund does not contain any Police Capital appropriations.

The City has been offered a \$14,700 donation to be used for the purchase of two mountain bikes, a pet microchip reader, a smart board, field training software and eight digital cameras that the Police Chief would like to purchase.

Analysis

A 2020 Budget amendment creating a Police Capital expenditure for \$15,000 funded by a donation resource would provide the required appropriations.

Recommendation

The Director of Finance & Treasurer recommends the attached proposed 2020 Budget Amendment to the Donation Fund creating a \$15,000 Police Capital appropriation and a \$15,000 Donation Resource to fund the expenditure.

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend Ordinance 2019-2398, an ordinance adopting the 2020 annual budgets for the Donations Fund to provide \$15,000 of capital appropriations for Police Equipment

Roll Call Vote Required

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020 _____

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING
THE 2020 ANNUAL BUDGETS FOR THE DONATIONS FUND TO PROVIDE \$15,000 OF
CAPITAL APPROPRIATIONS FOR POLICE EQUIPMENT

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, a \$14,700 donation to the Police Department has been offered to the City to fund equipment; and

WHEREAS, there are no capital appropriations in the Donations Fund for Police Equipment which would be funded by the donation.

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

Section 1 That a 2020 Budget for the Donations Fund be amended as follows:

Donations Fund

Donations Resources	Increase	\$15,000
Police Capital Equipment	Increase	\$15,000

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2020.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Aug 18, 2020
REPORTS & RECOMMENDATIONS	Report on Expenditures related to the COVID-19 Public Health Emergency thru Aug 14, 2020	ITEM NUMBER <i>G.13.</i>

Background

On March 17, 2020 the Common Council authorized spending up to \$250,000 in response to the COVID-19 Public Health Emergency.

Thru Aug 14, 2020, the City has spent \$144,119 (up from \$140,737 two weeks earlier) of Labor funds, \$54,822 (unchanged from two weeks earlier) in operating costs (principally \$20,000 in extra postage for elections and other mailings), and \$17,183 on equipment. Details of the expenditures are:

	July 30	Aug 14
Elections	13,878	13,878
Info Systems	3,905	3,905
Admin – postage	10,000	10,000
Finance	128	128
Muni Buildings	7,198	9,564
Police	4,904	5,895
Fire	6,532	6,539
Highway	6,026	6,603
Parks	2,251	2,251
Total Gen Fund	54,822	58,763
Library		6,471
Equipment	17,183	17,183
Payroll Costs	140,737	144,119
Total Expenditures	212,742	226,536
Less Road To Recovery Claim	133,879	133,879
Net Costs	\$78,863	\$92,657

Total expenditures and encumbrances are \$226,536 (up from \$212,742 on July 30). This amount can be reduced by \$133,879 of reimbursable Road to Recovery costs – netting a charge of \$92,657. The 'Road to Recovery' claim (WI's administration of the Federal Public Health Emergency relief funding) for qualifying expenditures thru June 30 totaled \$133,879 including overtime, purchase of personal protection equipment & supplies, and equipment to address the pandemic

The State has notified the Health Department of an additional Grants for health related expenditures, \$307,000 for contact tracing, \$30,000 for Pandemic Response Planning and \$73,600 for COVID testing. The City recently accepted a \$24,400 grant from the Wisconsin Elections Commission related to increased costs stemming from the crisis.

In addition, it appears that certain city resources are going to be negatively impacted, specifically, ambulance revenues are down \$141,000 from a year ago at the end of June, hotel tax receipts were 30% (\$21,500) below Q1 2019 for Q1 2020, as the major hotels have been effectively shut down, investment income on reduced interest rates (estimated to reduce annual revenues by \$80,000), the school liaison officer – approximately \$22,000 (with the school closed – the officer was not needed), and landfill siting revenues. These amounts total \$264,500 so far. It is too early to understand the total revenue shortfalls, but clearly there will be some sizable amounts.

COUNCIL ACTION REQUESTED

Information Only – no action requested.

Finance Dept - Paul

APPROVAL <i>Shu</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08-18-20
REPORTS & RECOMMENDATIONS	Reschedule Common Council Meeting Due to General Election	ITEM NUMBER G.14.

The Common Council shall reschedule the November 3, 2020 Common Council meeting to November 2, 2020 due to the General Election

COUNCIL ACTION REQUESTED

Motion to reschedule the Common Council meeting of November 3, 2020 to November 2, 2020 due to the General Election.

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OR

As directed.

CLERKDEPT

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 18, 2020
REPORTS AND RECOMMENDATIONS	<p> 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 </p>	ITEM NUMBER <i>G.15.</i>

This subject matter was put over to this meeting at the August 4, 2020 Common Council meeting. Annexed hereto are the Council action sheet and drafts of the above-entitled agreements from that meeting agenda packet. The agreements 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.

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>August 4, 2020</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>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</p>	<p>ITEM NUMBER</p> <p>G.21.</p>

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 ~~affiliated 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.

Commented [A1]: How was this amount determined?

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 _____

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Commented [A2]: Not sure what this is supposed to reference.

_____ 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__

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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.

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 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% ~~to \$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 \$722,500,000.00, if upon the review and reasonable determination thereof by the City Assessor that the real estate property tax assessment value is less than \$722,500,000.00, the grant amount shall be reduced by 20% ~~or 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 \$150 total \$750,000.00. Notwithstanding the foregoing, 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.

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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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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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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 then 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

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

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

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

Attention Brian R. Zimmerman
~~Facsimile No~~

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

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.

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 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~~ 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)

(1) 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,

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(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.

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

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Developer without the 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

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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

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 _____, ~~2020~~~~2017~~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 _____, ~~2020~~~~2017~~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 IMPROVEMENTS

EXHIBIT B-2
PUBLIC IMPROVEMENTS SCHEDULE

EXHIBIT C

**INDUSTRIAL SPEC AND/OR COMMERCIAL USE BUILDINGS AND
DEVELOPMENT SCHEDULE**

EXHIBIT F

Memorandum of Development Agreement

**MEMORANDUM OF
DEVELOPMENT AGREEMENT**

Document Number

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")

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

Recording Area

Name and Return Address

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PIN

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First line: 0.5"

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]

<p>LEGAL DESCRIPTION OF DEVELOPMENT</p>
--

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

<p>GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT IMPROVEMENTS</p>
--

[*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.

ESTIMATED IMPROVEMENT COSTS

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

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

ADDITIONAL DEVELOPMENT REQUIREMENTS
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[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

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/18/20
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.
<p data-bbox="196 411 943 449">See attached listing from meeting of August 18, 2020.</p> <p data-bbox="532 1528 1102 1566">COUNCIL ACTION REQUESTED</p>		



414-425-7500

License Committee

Agenda*

Aldermen's Room

August 18, 2020 – 5:20 p.m.



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

Type/ Time	Applicant Information	Approve	Hold	Deny
Entertainment & Amusement 5:25 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 5:30 p.m.	The Landmark Person in Charge: Lori Knack-Helm Location: 11401 W Swiss St Date/Time of Event: September 5 & 6 th , 12:00p.m.-10:00p.m.			
Temporary Entertainment & Amusement 5:35 p.m.	Mulligan's Irish Pub & Grill Person in Charge: Brian Francis Location: 8933 S 27 th St Date/Time of Event: Saturday September 12 th , 2020 9:00a.m.-10:00p.m.			
Operator 2020-2021 New 5:40 p.m.	Lehman, John B 1301 S 76 th St West Allis, WI 53214 Polish Center of Wisconsin			
Operator 2020-2021 New 5:45 p.m.	Rodriquez, Daniel T 8014 W Hilltop Ln Franklin, WI 53132 Country Lanes			
Operator 2020-2021 New 5:50 p.m.	Hasenstein, Dale G 3033 S 91 st St West Allis, WI 53227 Polish Center of Wisconsin			
Operator 2020-2021 New 5:55 p.m.	Evans, Destanie 726 Marquette Ave #2 South Milwaukee, WI 53172 Irish Cottage			
Operator 2020-2021 New 6:00 p.m.	Borger, Heather M 511 Montana Ave South Milwaukee, WI 53172 Hideaway Pub & Eatery			
Operator 2019-2020 New	Perelgut, Savannah L 7415 S 37 th Pl Franklin, WI 53132 Rock Sports Complex			
Operator 2019-2020 New	Singh, Aksh D 8609 W Forest Hill Ave Franklin, WI 53132 Walgreens #05459			

Type/ Time	Applicant Information	Approve	Hold	Deny
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 8/18/2020
Bills	Vouchers and Payroll Approval	ITEM NUMBER 

Attached are vouchers dated August 2, 2020 through August 13, 2020 Nos. 179320 through Nos. 179499 in the amount of \$ 1,921,543.87. Also included in this listing are EFT's Nos. 4364 through Nos. 4374, Library vouchers totaling \$ 8,762.15, Water Utility vouchers totaling \$ 849,431.53 and property tax vouchers totaling \$ 197.51. Voided checks in the amount of \$ (44,313.07) are separately listed.

Early release disbursements dated August 2, 2020 through August 12, 2020 in the amount of \$ 383,361.99 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 August 14, 2020 is \$ 410,466.60 previously estimated at \$ 395,000.00. Payroll deductions dated August 14, 2020 are \$ 242,873.80 previously estimated at \$ 217,000.00.

The estimated payroll for August 28, 2020 is \$ 400,000.00 with estimated deductions and matching payments of \$ 550,000.00.

Attached is a list of property tax temporary investments EFT's Nos. 331 dated August 2, 2020 through August 13, 2020 in the amount of \$ 9,000,000.00.

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

Geographical Marketing	GIS Services	\$ 11,151.27
Wanasek	RCI Odor Reduction Proj-Pay#2	\$ 20,655.00
Zignego Co	Roundabout – Retainage	\$ 20,000.00
Total		\$ 51,806.27

Approval to release transfer from American Deposit Management in the amount of \$3,200,000.00 for temporary tax investment.

Approval to release property tax settlements for June and July in the amount of \$ 9,552,102.39.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of August 13, 2020 in the amount of \$ 1,921,543.87 and
- Payroll dated August 14, 2020 in the amount of \$ 410,466.60 and payments of the various payroll deductions in the amount of \$ 242,873.80 plus City matching payments and
- Estimated payroll dated August 28, 2020 in the amount of \$ 400,000.00 and payments of the various payroll deductions in the amount of \$ 550,000.00, plus City matching payments and
- Property tax disbursements with an ending date of August 13, 2020 in the amount of \$ 9,000,000.00 and
- Approval to release payments to miscellaneous vendors in the amount of \$ 51,806.27 and
- Approval to release tax transfer from American Deposit Management in the amount of \$3,200,000.00 and
- Approval to release tax settlements in the amount of \$ 9,552,12.39.

ROLL CALL VOTE NEEDED