

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 4, 2020 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements:
 - (a) COVID-19 Update-Director Day.
 - (i) Current Infection Statistics.
 - (ii) City Hall Mask Policy.
 - (b) City Hall Landscaping-Mayor Olson.
 - (c) Election Status-Director Wesolowski.
- C. Approval of Minutes - Regular Common Council Meeting of July 21, 2020.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Project Updates for Ballpark Commons.
 - 2. Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin; Letter Regarding Termination of Agreement.
 - 3. Police Department Request for Approval to Purchase 911 Nextgen Call Recording and Logging System.
 - 4. 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.
 - 5. 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 the Record.

6. 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 (John J. Malloy, Managing Member of Wisconsin Commercial 2015, LLC) (at 9750 S. Oakwood Park Drive).
7. 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 S. Oakwood Park Drive).
8. Status of W. Marquette Avenue Road Extension Between S. 49th Street and S. 51st Street.
9. A Resolution to Issue a Change Order 03 for Pleasant View Park Pavilion (4901 W. Evergreen Street) in the Amount of \$8,186.06.
10. 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 S. Lovers Lane Road (Garden Plaza Shopping Center) (Robert A. Settecase, Owner of MMX3 LLC (Mega Media Xchange, Applicant).
11. 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.
12. A Resolution for GRAEF-USA, Inc. to Design the S. 116th Street Trail for \$150,000.
13. Installation of Lights for Ryan Meadows Subdivision.
14. Agreement to Allow Sewage Grinder Pump at 10609 W. St. Martins Road (TKN 800 9999 002).
15. Direction Relating to W. Puetz Road and 2020 Road Program.
16. A Resolution to Award Design of Industrial Park Lift Station (10100 S. 60th Street) Replacement to GRAEF-USA, Inc. for \$202,100.
17. A Resolution to Issue Change Order No. 1 for 2020 City Hall Sign Project to Michael's Signs, Inc. in the Amount of \$5,350.
18. Report on Expenditures Related to the COVID-19 Public Health Emergency Through July 30, 2020.
19. June 2020 Monthly Financial Report.
20. Development of a Franklin Policy to Eliminate Private Property Inflow and Infiltration (PPII) from the Sanitary Sewer.
21. 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 4, 2020.

I. Bills.

Request for Approval of Vouchers and Payroll.

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 6	Plan Commission Meeting	7:00 p.m.
August 11	Partisan Primary	7:00 a.m. to 8:00 p.m.
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

C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JULY 21, 2020
MINUTES

- | | | |
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| ROLL CALL | A. | The regular meeting of the Common Council was held on July 21, 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 (by telephone), Alderwoman Kristen Wilhelm (by telephone), Alderwoman Shari Hanneman (by telephone), Alderman Mike Barber and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, Director of Administration Peggy Steeno, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski. |
| CITIZEN COMMENT | B. | Citizen comment period was opened at 6:35 p.m. and closed at 6:35 p.m. |
| APPROVAL OF MINUTES | C. | Alderman Barber moved to approve the minutes of the regular Common Council Meeting of July 7, 2020 as presented at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| CONSENT AGENDA | G.1. | Alderman Barber moved to approve the following consent agenda items: |
| DONATIONS POLICE, FIRE AND PARKS | G.1.(a) | Accept donations received during May and June 2020 to the Police, Fire and Parks Departments. |
| FIRE DEPT. ALERTING SYSTEM | G.1.(b) | Approve Fire Department authorization to solicit competitive bids for installation of USDD station-specific alerting system in accordance and compliance with all applicable state and local statutes and ordinances. |
| CASCADE PARK TRAIL | G.1.(c) | Approve Staff to submit application to Milwaukee County Parks for Cascade Park Trail between 8300 S. 60th Street and 8248/8264 W. River Terrace Drive. |
| ORD. 2020-2440
STOP SIGNS
CAMBRIDGE DR./
STONE HEDGE DR. | G.1.(d) | Adopt Ordinance No. 2020-2440, AN ORDINANCE TO ESTABLISH PLACEMENT OF STOP SIGNS ON SOUTH CAMBRIDGE DRIVE AT WEST STONE HEDGE DRIVE INTERSECTION. |
| | | Approval of the Consent Agenda items was seconded by Alderman Dandrea. All voted Aye; motion carried. |
| SENIOR CITIZENS TRAVEL PROGRAM | G.2. | Alderman Dandrea moved to accept and place on file the Franklin Senior Citizens Travel Program semi-annual update for 2020. |

Seconded by Alderman Mayer. All voted Aye; motion carried.

- | | | |
|---|------|--|
| SENIOR CITIZENS INC. | G.3. | Alderman Mayer moved to accept and place on file the Franklin Senior Citizens, Inc. semi-annual update for 2020. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| COMMUNITY
DEVELOPMENT BLOCK
GRANT | G.4. | Alderman Dandrea moved to authorize the Director of Administration to submit Letters of Support for the Eras Senior Network Faith in Action Milwaukee County Program for \$5,000 and Oak Creek Salvation Army-Homelessness Program for \$3,000; to submit a project application for Senior Health Related Educational Programming for \$5,000; and to submit a project application for a Franklin Home Repair Grant Program, that would be administered directly through Milwaukee County, the remaining portion of the City's annual allocation by the deadline date of August 26, 2020. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| RES. 2020-7650
DEV. AGREEMENT
KNOLLWOOD LEGACY
APTS. | G.5. | Alderman Dandrea moved to adopt Resolution No. 2020-7650, A RESOLUTION TO AUTHORIZE CERTAIN OFFICIALS TO EXECUTE A CONSENT TO COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT FOR KNOLLWOOD LEGACY APARTMENTS FROM WAB HOLDINGS KWL LLC TO OLD NATIONAL BANK. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| RES. 2020-7651
OFF-SITE PUBLIC
WATER SYSTEM | G.6. | Alderman Nelson moved to adopt Resolution No. 2020-7651, A RESOLUTION TO ACCEPT OFF-SITE PUBLIC WATER SYSTEM FOR TAX INCREMENT DISTRICT NO. 6 PUBLIC IMPROVEMENTS AND RYAN MEADOWS SUBDIVISION. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| DRAINAGE TILE
S. 116TH ST. | G.7. | Alderman Nelson moved to authorize execution of an agreement to install underground drainage tile at 8930 South 116th Street (TKN 845-9996-000) and 8956 South 116th Street (TKN 845-9997-001), pending legal assistance on finalizing the agreement. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried. |
| RES. 2020-7652
RES. 2020-7653
WATER MAIN
EASEMENT
SOUTHBROOK CHURCH | G.8. | Alderman Nelson moved to adopt Resolution No. 2020-7652, A RESOLUTION TO VACATE WATER MAIN EASEMENT FOR SOUTHBROOK CHURCH, 11010 WEST ST. MARTINS ROAD (TKN 789-9967-012), in such form and content as approved by the City Attorney and City Engineer. Seconded by Alderman Barber. All voted Aye; motion carried. |

Alderman Nelson moved to adopt Resolution No. 2020-7653, A RESOLUTION TO ACCEPT WATER MAIN EASEMENT FOR

SOUTHBROOK CHURCH, 11010 W. ST. MARTINS ROAD (TKN 789-9967-012), subject to corrections and/or technical changes by the City Attorney and City Engineer. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

ORD. 2020-2441
AMEND UDO
PDD 28, POLISH
COMMUNITY CENTER

G.9. Alderman Mayer moved to adopt Ordinance No. 2020-2441, AN ORDINANCE TO AMEND SECTION 15-3.01433 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 28 (POLISH FESTIVALS, INC., POLISH COMMUNITY CENTER) TO ALLOW FOR ADDITIONAL PARKING AND TO EXTEND THE TIME FOR DEVELOPMENT COMPLETION (POLISH HERITAGE ALLIANCE, INC., APPLICANT/PROPERTY OWNER) (6941 SOUTH 68TH STREET). Seconded by Alderman Barber. All voted Aye; motion carried.

REMOTE MEETING
ATTENDANCE

G.10. Alderwoman Wilhelm moved to table to the Common Council meeting of August 4, 2020, 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 Barber. All voted Aye; motion carried.

SIDEWALK W. LOOMIS
RD./W. ST. MARTINS
RD./W. RAWSON AVE.

G.11. Alderwoman Wilhelm moved to authorize Staff to move forward with the trail notification to the Wisconsin Department of Transportation along West Loomis Road from West St. Martins Road to West Rawson Avenue in the amount of \$466,000 with staff looking into the ability to use Impact Fees and/or Tax Increment Financing funding. Seconded by Alderman Nelson. All voted Aye; motion carried.

S. LOVERS LANE RD.
DESIGN PREFERENCES

G.12. Following the City Engineer's presentation on preference options to inform the Wisconsin Department of Transportation for design of South Lovers Lane (U.S. 45/STH 100) from West Rawson Avenue (CTH BB) to West College Avenue, Alderman Nelson moved to request that the Wisconsin Department of Transportation include a full lighting package from W. College Avenue to W. Rawson Avenue at a cost of approximately \$150,000 (\$75,000 estimate for the local share). Seconded by Alderman Dandrea. All voted Aye; motion carried.

Alderman Nelson moved to request that the Wisconsin Department of Transportation include street lighting upgrade using Context-Sensitive Solution (CSS) funds for decorative lighting to match lighting in the Hales Corners project recently completed. Seconded by Alderman Dandrea. All voted Aye; motion carried.

Alderman Nelson moved to direct Staff to survey affected property owners for input in a recommendation to Wisconsin Department of Transportation on a preferred option for the east frontage road between West Herda Place and South Phyllis Lane. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

Alderman Nelson moved to adopt Option A as outlined on the Council action sheet included in the packet for this meeting, with the changes approved by motion and referenced by the City Engineer without having a motion earlier at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried.

COVID-19
EXP. UPDATE

G.13. No action was taken on the update of COVID-19 expenditures.

TEMP. HELP
FINANCE DEPT.

G.14. Alderwoman Wilhelm motion to authorize the engagement of a temporary contract service to fill the Accounting Supervisor position while the current Accounting Supervisor is on an 8-week medical leave. Seconded by Alderman Barber. All voted Aye; motion carried.

ANNUAL MARKET
ADJUSTMENT TO PAY
RANGES

G.15. Alderman Barber motion to approve a 2020 Annual Market Adjustment to the Pay Ranges for the Compensation Plan and a Market Adjustment to Wage and Salary Rates, both by 2%, along with a Progress to Market Wage Adjustment, for non-represented employees effective with the start of the pay period with a pay date of July 17, 2020, and authorize Human Resources to incorporate the new Salary Ranges into the Employee Handbook. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

LICENSES AND
PERMITS

H. Alderman Nelson moved to approve the following license recommendations for the License Committee meeting of July 21, 2020:

Hold for appearance the Operators' License applications of Heather M Borger, 511 Montana Ave., South Milwaukee; Shannon P Miller, W124S8236 North Cape Rd., Muskego; Allison M Planton, 14900 W Wilbur Dr., Unit 1204, New Berlin; Daniel T Rodriguez, 8014 W Hilltop Ln., Franklin; Joseph A Soltis, 4155 S Lake Dr., Apt #22, St. Francis.

Grant 2020-2021 Operator licenses to: Charles H Raine, 6435 Lyra Ln., Racine; Nicholas B Savarino, S69W15031 Cornell Cir., Muskego; Angela M Damask, 964 S 57th St., West Allis; Megan E

Dauenhauer (with a warning letter from the City Clerk), 411 W Swan Circle #2914, Oak Creek; David F Goehring, 8017 S 57th St.; Colin P Kosidowski, 14670 W Meadowshire Dr., New Berlin; Megan E Lacina, 8067 S 43rd St.; Lee Ann Meier, 7499 S North Cape Rd.; Sean P Moran, 2550 S Brookland Rd., New Berlin; Craig A Pescheck, 7155 S 49th St.; Danielle M Sancinati, 4738 S 112th St., Greenfield; Mahakrpeet Singh, 7325 S 38th St., Franklin; Austin J Weber, 3276 N Shepard Ave., Milwaukee.

Withdrawn at this time: Temporary Entertainment & Amusement to: Root River Center, David Church, Volleyball Tournament and Band on Saturday August 1, 2020; Root River Center, David Church, Band for Fundraiser on Sunday August 16, 2020; Federation of Croatian Societies-Croatian Park Croatian Festival, Thomas Krenz, for their event on Saturday July 18, 2020.

Hold until next meeting Temporary Class B Beer and Wine for Change in Date to: St. Paul's Evangelical Lutheran Church, 6881 S. 51st St., 2020 Fundraiser Silent/Live Auction, New Date of Event September 26, 2020; Romey's Place, Nate Fabry, for their event on Saturday September 5, 2020.

Seconded by Alderman Barber. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve the following:
City vouchers with an ending date of July 16, 2020 in the amount of \$1,060,087.41; and Payroll dated July 17, 2020 in the amount of \$417,636.10 and payments of the various payroll deductions in the amount of \$238, 688.36 plus City matching payments; and Estimated payroll dated July 31, 2020 in the amount of \$416,000 and payments of the various payroll deductions in the amount of \$455,000.00 plus City matching payments. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Nelson moved to adjourn the meeting at 7:50 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE August 4, 2020
REPORTS & RECOMMENDATIONS	Project Updates for Ballpark Commons	ITEM NUMBER 6.1.

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.

APPROVAL <i>Ju</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 4, 2020
REPORTS AND RECOMMENDATIONS	Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin; letter regarding termination of agreement	ITEM NUMBER G. 2.

An agreement regarding the above was approved by the Common Council at its meeting on February 17, 2020, and a redraft thereof in lieu of and/or to replace the same was approved by the Common Council at its meeting on June 2, 2020. Annexed hereto is a copy of an email and letter regarding termination of the agreement sent by the Franklin Chief of Police on July 23, 2020. Also annexed hereto are a copy of the executed agreement and documents referenced and incorporated therein. Finally annexed hereto is a copy of a Milwaukee Journal Sentinel news article published July 27, 2020 and updated July 28, 2020 regarding the subject matter.

COUNCIL ACTION REQUESTED

A motion 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 and 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;

or

such other action as the Common Council may deem appropriate.

DNC Convention: Termination of MOU

From: Rick Oliva <ROliva@franklinwi.gov>

Subject: RE: DNC Convention: Termination of MOU

Date: July 23, 2020 at 8:52:35 AM CDT

To: "'Morales, Alfonso'" <AMORAL@milwaukee.gov>, "'mayor@milwaukee.gov'" <mayor@milwaukee.gov>, "fpc@milwaukee.gov" <fpc@milwaukee.gov>, "'ahamil@milwaukee.gov'" <ahamil@milwaukee.gov>

Cc: Jesse Wesolowski <jweslaw@aol.com>, "Kline, Thomas" <tkline@milwaukee.gov>, "Harris, Derrick - MPD" <DHARRI@milwaukee.gov>, "Steve Olson" <Solson@franklinwi.gov>, "Schanning, Mary" <mschan@milwaukee.gov>

Please see attached letter regarding the termination of agreement to send Franklin Police Officers to assist at the DNC.

Rick Oliva
Chief of Police
Franklin Police Department
9455 W. Loomis Road
Franklin, WI 53132
(414) 425-2522
police.franklinwi.gov

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City of Franklin Police Department

Chief of Police Rick Oliva

July 23, 2020

Chief Alfonso Morales:

This is to inform you due to recent decisions by Milwaukee elected and appointed officials, the City of Franklin Police Department will not be supplying personnel to assist at the Democratic National Convention.

It is apparent there is a lack of commitment to provide the Milwaukee Police Department with the resources it needs to ensure the safety of peaceful protesters, attendees, citizens and police personnel. I can not send personnel if they are not properly equipped or will not be allowed to engage in appropriate actions which would ensure their safety.

In the agreement we entered into with the City of Milwaukee, under Section 14.2.3, Early Termination, we can terminate the Agreement if the City *"fails to comply with or perform any material term, condition or obligation contained in the Agreement ."*

As an attachment to the Agreement, the City of Milwaukee states MPD SOP 910, Civil Disturbance and Crowd Control Management will be followed. Section 910 15 C 1 GENERAL CROWD RESPONSE states. Officers shall be deployed to monitor crowd activity *"Sufficient resources to handle multiple unruly persons shall be available...."*. Section 910 15 B 4. states in part. *"The primary objectives of the IC at a civil disturbance are to accomplish the following*

- a. Protect persons, regardless of their participation in the disturbance,*
- b. Disperse disorderly or threatening crowds in order to eliminate the immediate risks of continued escalation and further violence*
- c. Arrest law violators, including those responsible for property damage, and remove or isolate persons inciting violent behavior."*

As reported statements from members of the Milwaukee Common Council and Milwaukee Fire and Police Commission indicates an intent to restrict appropriate crowd control measures, we are terminating the agreement.

A handwritten signature in black ink, appearing to read "Rick Oliva".

Chief Rick Oliva

Franklin Police Department

CC: Mayor Tom Barrett

Milwaukee Common Council President Ashanti Hamilton

Milwaukee Fire and Police Commission



Intergovernmental Agreement for Law Enforcement Services for the 2020
Democratic National Convention in Milwaukee, Wisconsin

City of Franklin

This Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as of JUNE 5, 2020, (the "Effective Date") by and between the City of Milwaukee, Wisconsin ("City") and the City of Franklin (the "Agency") for the provision of law enforcement services to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention delegates, dignitaries, media and the general public.

1. **Definitions.**

"Agreement" means this Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

"Agency" is defined in the introductory paragraph of this Agreement.

"Agency Commanding Officer" means the member of Agency Personnel designated by Agency to receive assignments from the City MPD Commanding Officer, to coordinate Agency Personnel in such a manner as to carry out those assignments, and to receive and respond to such administrative requests as City MPD deem necessary to fulfill the requirements of the Security Plan and fulfill the requirements of the federal security grant under which Agency will serve as a subrecipient. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

"Agency Personnel" means all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency's obligations under this Agreement. "Agency Personnel" includes, but is not limited to, Agency's LEOs.

"Agency Emergency Event" means a court order preventing Agency from fulfilling its obligations under this Agreement or a public emergency in Agency's jurisdiction of such magnitude that even after incurring reasonable overtime expenses, Agency cannot adequately provide for the safety of the public without the services of some or all of the Agency Personnel.

"City" is defined in the introductory paragraph of this Agreement. "City" includes City MPD.

"City MPD" means the City of Milwaukee Police Department, a department of the City.

"City MPD Commanding Officer" means any of the following City MPD chain of command: Chief of Police Alfonso Morales, Asst. Chief Michael Brunson, or their designees. The City may amend this list of individuals at any time by providing notice to the Agency In Writing.

"City MPD Policies" means City MPD's Code of Conduct and standard operating procedures, along with those state and local laws regulating police services in the State of Wisconsin and the City of Milwaukee, as may be amended from time to time. City MPD's Code of Conduct and standard operating procedures are available online at <https://city.milwaukee.gov/Directory/police/About-MPD/Code-of-Conduct.html#.XMhwordKiUk>.

"Convention" means the 2020 Democratic National Convention scheduled to take place from August 17 to 20, 2020, for which the City has been selected as the host city.

"Convention Facilities" means any venue, hotel, office, event space, public space or any other location, indoors or outdoors, within the Metropolitan Area that is designated in the Security Plan as a location where Convention events are occurring, Convention attendees are staying or where Convention-related security services are required during the Convention Security Period pursuant to the Security Plan.

"Convention Security Period" means the time period set forth in the Security Plan during which Agency's law enforcement services are required to supplement the City's law enforcement services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately August 14, 2020 through August 21, 2020.

"DNC" means the DNC Services Corp., a District of Columbia nonprofit corporation, or an entity affiliated with DNC Services Corp.

"Effective Date" is defined in the introductory paragraph of this Agreement.

"Host Committee" means The Good Land Committee, Inc., a Wisconsin non-stock, nonprofit corporation.

"In Writing" means a written document signed by the City MPD Commanding Officer(s) utilizing forms attached hereto as Exhibit D. PDF signatures are acceptable. E-mail authorizations are "In Writing" only if the email originates from the official City email account (@milwaukee.gov) of one of the individuals specified in this paragraph. Text messages, Facebook messages, and similar social media messaging messages are not "In Writing" and should not be used for official purposes.

“LEO” means a law enforcement officer employed by the Agency who is licensed or certified as a law enforcement officer according to the state and local laws of the Agency.

“Metropolitan Area” means the City of Milwaukee metropolitan area, which encompasses those surrounding municipalities containing Convention Facilities and events and as may be further defined in the Security Plan. “Metropolitan Area” may include locations outside of what is traditionally thought of as metropolitan Milwaukee.

“Party” means either the City or Agency, individually.

“Parties” means the City and Agency, collectively.

“Security Plan” means the security plan developed by the City in cooperation with the USDHS and its subsidiary agencies and divisions, including, but not limited to, the USSS, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee for the provision of police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area.

“USDHS” means the United States Department of Homeland Security.

“USSS” means the United States Secret Service.

2. Authority.

2.1. Statutory Authority. Wisconsin Statutes § 66.0313 provides that any Wisconsin law enforcement agency may assist a requesting Wisconsin law enforcement agency with their law enforcement efforts within the requesting agency's jurisdiction. Such mutual assistance may include, but is not limited to, the use of specialized equipment, facilities and trained personnel. Wisconsin Statutes § 66.0303 allows a Wisconsin law enforcement agency to enter into a mutual aid agreement with a law enforcement agency of another state subject to certain statutory limitations, including the approval of the Attorney General of the State of Wisconsin. If Agency is located in a state other than Wisconsin, Agency Personnel may not act with any arrest or other police authority in Wisconsin, pursuant to Wis. Stat. § 175.46.

2.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party's governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.

3. Background.

3.1. The City has been designated as the host city of the Convention by the DNC, to be held August 17 to 20, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been classified by the federal government as a National Special Security Event, for which the USSS is the authorized lead agency for the design and implementation of the Security Plan.

3.3. The City, through its City MPD, is responsible for coordinating local law enforcement efforts in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

3.4. The City seeks to procure the assistance of additional law enforcement personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency provides law enforcement services to the City of Franklin, Wisconsin under the police powers and law enforcement authority granted under applicable state law.

3.6. At the request of the City, Agency will provide the services of the Agency Personnel identified in Exhibit A of this Agreement to assist the City in meeting the requirements of the Security Plan for the duration of the Convention Security Period. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MPD Commanding Officer.

4. Organizational Structure.

4.1. Unified Law Enforcement Command. At all times during any joint training session prior to the Convention, and at all times during the Convention Security Period, Agency Personnel shall be subject to the structure of supervision, command and control coordinated by the City MPD through a unified law enforcement command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MPD is the Lead Local Law Enforcement Agency. City MPD is the lead local law enforcement agency for purposes of Convention security and law enforcement. City MPD Commanding Officer, or his/her designee, will communicate the specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MPD as necessary, or upon request of Agency.

4.3. City MPD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MPD Policies. City MPD will identify the

relevant City MPD Policies within the training materials City MPD will provide to Agency on or before June 1, 2020. Agency shall disseminate those City MPD Policies to Agency Personnel. City MPD shall train Agency Personnel on those City MPD Policies at the start of the Convention Security Period. In the event of a conflict between relevant Agency policies and City MPD Policies, Agency will instruct its Agency Personnel to follow City MPD Policies with respect to the services provided by Agency hereunder.

5. Agency Responsibilities.

5.1. Agency Personnel to Participate in Training. Upon reasonable advance written notification from City MPD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MPD, and in conformance with the deadlines specified by City MPD. City MPD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MPD will need to accommodate the schedules of many different agencies. At this time, it is anticipated that all training will occur during the Convention Security Period when Agency Personnel are in Milwaukee. Any training that occurs prior to the Convention Security Period shall be at Agency's cost unless specifically identified as required training by City MPD In Writing.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to assignments in which Agency Personnel are already experienced or trained and for which they are licensed or certified to do in accordance with state and local laws of Agency. Assignment of duties to Agency Personnel shall be determined solely by City MPD and may comprise all aspects of law enforcement including, but not limited to traffic control, security detail and crowd control.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by City MPD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MPD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of City MPD Commanding Officer and the requirements of the Security Plan shall control. Any refusal to accept an assignment may result in Agency not being reimbursed for personnel costs under Section 7. of this Agreement.

5.4. Agency Personnel "On Duty." If required by the assignments provided to Agency by the City MPD Commanding Officer, Agency Personnel shall be placed in an "on duty" status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MPD presently expects to provide a

tactical operating and briefing manual to Agency Personnel as they arrive in the City, which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

5.5. Agency Personnel to Participate in After Action Activities. At the request of the City (including but not limited to City MPD, the City Comptroller, and the City Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency's performance under this Agreement or any matter in which Agency Personnel is identified by City MPD as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank.]

5.7. Agency Personnel Names to be Sent to City MPD. Agency will provide to City MPD a list of all Agency Personnel that Agency intends to provide under this Agreement within 10 days of signing this Agreement or by June 1, 2020, whichever occurs later. The list shall be provided in the following format attached as Exhibit A. An electronic version of this spreadsheet will be made available upon request.

5.8. LEO Criteria. Each of the LEOs provided by Agency shall meet the following criteria:

5.8.1. Each LEO must be duly licensed or certified as a law enforcement officer or equivalent by the State of Wisconsin or by the authority of the state in which the Agency is located. Statutory certification requirements for Agency LEOs shall be forwarded to the City MPD with the list of all Agency Personnel required by Section 5.7.

5.8.2. Each LEO, by reason of experience, training and physical fitness must be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.

5.8.3. Each LEO participating in crowd control or management assignments as part of the Major Incident Response Team, as determined by City MPD, must have completed Mobile Field Force training or its equivalent and will complete other training as required by City MPD or USSS based upon the LEO's Convention assignment.

5.8.4. Each LEO must have been employed as a licensed or certified police officer for a minimum of two years by the Agency.

5.8.5. Each LEO must be an officer in good standing with the Agency. The Agency shall promptly notify the City MPD in the event that any LEO is no longer an officer in good standing with the Agency and the Agency shall remove that LEO from the list of Agency Personnel.

5.8.6. No LEO may have (i) been sued in an individual capacity in the last three years and adjudicated as liable for violations of the first amendment of the U.S. Constitution, or (ii) have any sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

5.9. Agency Personnel Equipment.

5.9.1. Each LEO shall be equipped by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to: service belts, service weapon, radio, a device that contains oleoresin of capsicum, an electronic control device, and a personal soft ballistic body armor as required to be worn by the LEO while on duty for the Agency. Agency shall not bring to the Convention Facilities any chemical or other non-lethal munitions except as provided by City MPD unless authorized by City MPD.

5.9.2. A complete, sanctioned, equipment list will be provided to Agency as part of the preparatory materials provided by City MPD no later than June 1, 2020. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MPD in writing no later than July 1, 2020, and (b) City MPD consents In Writing to the use of the requested additional equipment.

5.9.3. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

5.10. City MPD Can Decline Agency Personnel. At any time during the term of this Agreement, City MPD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City MPD declines assignment or deployment of Agency Personnel due to no fault of Agency or Agency Personnel, City MPD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7. of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City

with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may recall its Agency Personnel in accordance with the termination procedures set forth in Section 14. of this Agreement.

5.12. Agency Responsible for Costs. Agency shall be responsible for all costs associated with providing Agency Personnel that are not explicitly assumed by City in this Agreement and/or authorized In Writing. Nothing in this Section shall prohibit City MPD Commanding Officers from agreeing In Writing to the assignment of specific costs borne of unforeseen circumstances during the Convention Security Period.

6. **City Responsibilities.** In addition to its lead local law enforcement responsibilities for the Convention, the City will provide all of the following:

6.1. Event Training. City agrees that it will provide training for Agency Personnel as determined necessary by City MPD and USSS. Training will include the provision of preparatory materials and training according to the schedule described in Section 4.3.

6.2. Transportation and Food. Agency Personnel will commute to and from the City on the days they are assigned to provide services for the Convention. The commute will be to a location designated by the City MPD Commanding Officer based upon Agency Personnel's assignment each day. City will provide food for Agency Personnel while on duty. City MPD will provide food location assignments to Agency prior to the Convention Security Period. City will not provide lodging to Agency Personnel due to Agency's proximity to the Metropolitan Area.

6.3. Procuring Insurance. City is in the process of procuring a law enforcement liability insurance policy to cover certain liabilities of the Parties associated with the Convention. Said insurance policy will include coverage for the Agency and the Agency Personnel supplied to City for the purpose of fulfilling Agency's obligations under this Agreement for the Convention. Certificates of insurance shall be provided to Agency prior to the Convention Security Period. In the event that the policy cannot be procured before the Convention Security Period, City will notify Agency in writing.

7. **Payment Terms.**

7.1. Costs Covered. City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either through assignments, as set forth herein, or otherwise In Writing utilizing Exhibit D, and (2) properly supported by itemized receipts to be and/or payroll records submitted along

with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. Any costs incurred by Agency prior to receiving pre-approval pursuant to subsection 7.1.1. of this Section 7.1, are incurred at Agency's own risk.

7.1.1. Payment for Agency Personnel Time. Payment for actual time worked and, if authorized by the U.S. Department of Justice and approved In Writing, actual time in training for each Agency Personnel whose services are actually utilized (including "on duty status" set forth in Section 5.4., or an auxiliary status) by the City MPD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel are considered to be working when they are physically located at the Convention Facility to which they are assigned between the time that they check in with a City MPD Commanding Officer or designee and the time that they check out with a City MPD Commanding Officer or designee at the end of their shift. Agency Personnel are also considered to be working when they are being transported to the Convention Facility to which they are assigned before and after their shift in a vehicle authorized by the City MPD. Agency Personnel are not considered to be working while located at their place of lodging or home or while traveling to or from their place of lodging or home to the meeting place for City MPD transportation of Agency Personnel to the Convention Facilities to which they are assigned, unless Agency Personnel are covered by a collective bargaining agreement or employment contract that requires them to be paid for such time (Agency shall provide City with a copy of such agreement or contract). The rates of Agency Personnel shall not exceed the costs of the individual Agency Personnel's normal salary and benefits, and the hours worked shall not exceed the hours set forth in the relevant training materials or Convention Security Period assignment unless pre-approved In Writing.

7.1.2. Approved Expenses. City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least two months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-exceed. The City shall not unreasonably deny Agency's requests; however, the decision of the City MPD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on

City's not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized In Writing by City.)

7.2. Withhold Payment. In the event Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, City may withhold a reasonable amount of any due payment until corrective action has been taken or completed. City may withhold payment for any Agency Personnel refusing to perform the work assigned by City MPD pursuant to Section 5.3. of this Agreement. This right is in addition to and not in lieu of the City's right of termination.

7.3. [Intentionally Omitted]

7.4. Federal Grant Requirements. Agency shall be reimbursed for allowable expenses as a subrecipient of a federal grant expected to be awarded to the City. As such, Agency shall comply with all applicable requirements set forth in the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf), as set forth in 2 C.F.R. Part 200, and any additional requirements set forth in the grant agreement itself between the federal government and the City, a copy of which will be provided to Agency by June 1, 2020, and is incorporated into this Agreement by reference. Agency and City affirmatively acknowledge that the federal grant funds will not be used to supplant local and/or state funds. In order to provide adequate documentation of the costs of Agency Personnel expected to be reimbursed by City, Agency should create a separate rate code within its payroll system to be used to accurately track work of Agency Personnel under this Agreement.

8. Law Enforcement Procedures.

8.1. No Police Authority. Unless Agency is from a municipality located in the State of Wisconsin, Agency Personnel may not act with the arrest or other police authority of a law enforcement officer of any Wisconsin law enforcement agency pursuant to Wis. Stat. § 175.46. Except as provided in this Section 8.1., the services to be provided by Agency Personnel shall be limited to security detail in accordance with the procedures and assignments that shall be provided by City MPD.

8.2. Activities. Law enforcement methods employed by the LEOs shall conform to the lawful commands of the City MPD Commanding Officer or his/her designee, City MPD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

8.3. Conformance to Security Plan. All functions and duties to be performed by Agency Personnel under this Agreement shall conform to the Security Plan.

9. **Term.** The term of the Agreement shall begin on the Effective Date and shall end upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials.

10. **Consideration** Consideration for this Agreement shall be the exchange of monetary reimbursement for the services of Agency Personnel, the enhanced public safety and improved law enforcement activity in the Metropolitan Area for the Convention Security Period, and the professional growth and development of City MPD and Agency Personnel through the City and the Agency's training and cooperative efforts to provide a safe and secure Convention.

11. **Independent Contractor.**

11.1. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Nothing in the paragraph shall be construed to invalidate a Business Associate Agreement executed between the City and Agency, if required by Section 13.3. of this Agreement.

11.2. Agency Personnel Remain Employees of Agency. Except to the extent covered by reimbursement by City compensation for Agency Personnel specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency shall be responsible for the payment of any compensation or death benefits to Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement. City shall reimburse Agency for those expenses to the extent required by state law.

11.3. Discipline / Probable Cause Matters. City shall refer disciplinary matters involving Agency Personnel to Agency. Based on the judgment of City, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to the Milwaukee Police Department or an external law enforcement agency, as appropriate, for investigation with appropriate notice to Agency.

12. **Liability.**

12.1 Indemnification. The City shall indemnify Agency Personnel for liability to third parties incurred while Agency Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Sec. 66.0313, Wis. Stats.

12.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

13. Records.

13.1. Agency to Comply. Agency shall comply with all applicable local, state, and federal laws and requirements pertaining to maintenance and disclosure of personal information (name, age, phone number, address, social security number, etc.) belonging to members of the public and criminal justice records.

13.2. Security Information. Agency shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Agency has custody of a record provided by City which contains details of security arrangements or investigations, Agency shall, as soon as practical and without delay, notify City of any request to disclose such record and shall follow the requirements of Section 13.5., below, prior to disclosure. For purposes of this Paragraph, the term "record" shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

13.3. Protected Health Care Information. Agency will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

13.4. Wisconsin Public Records Law. Both Parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et seq.* Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the federal grant described in Section 7.4. of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies

that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Nothing in this Section 13.4. should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

13.5. Notice of Request for Disclosure. Agency will provide notice to City of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least ten business days before such information is disclosed and shall confer with the City and, if City deems appropriate, the USSS before deciding whether the Wisconsin Public Records Law requires Agency to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 13., and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

13.6. City Access to Agency's Records. Agency agrees that any duly authorized representative of the City, including the City Attorney and the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent records, documents, paper, and data of the Agency, involving transactions related to this Agreement until the expiration of the records retention period described in Section 13.4., above.

14. Early Termination.

14.1. Termination by City. City may terminate this Agreement at any time and for any reason. Should City terminate this Agreement, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may withhold payment of costs for any particular Agency Personnel if that Agency Personnel receives training from City MPD and fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, Agency or Agency Personnel fails to cure such default within seven calendar days after the City or City MPD provides Agency with notice of such failure.

14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to May 1, 2020, upon a determination that it must do so to meet its own staffing needs. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement on or after May 1, 2020, only upon the occurrence of an Agency Emergency Event, including continuation

of emergency orders in Agency's jurisdiction related to the COVID-19, or coronavirus, pandemic. If Agency terminates prior to the Convention Security Period, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement. If Agency terminates during the Convention Security Period, City shall pay to Agency only those costs, funds, or other payments for work performed by Agency prior to the moment of termination.

14.2.3. Agency may terminate this Agreement without payment of costs described in subsec. 14.2.2. if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 7 calendar days after the Agency provides City with notice of such failure.

14.2.4. Despite the language in this section about refunding of costs, funds or other payments made by City to Agency, it is not expected that there will be any costs, funds or other payments made to Agency prior to the Convention Security Period.

14.3. Parties Contract in Good Faith. The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

14.4. Consequential Damages. Neither Party shall be entitled to recover any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

15. Governing Law. This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

16. Notices. All notices required under this Agreement shall be provided to:

To the City: Alfonso Morales
Chief of Police
749 West State Street
Milwaukee, WI 53233
MPDChief@milwaukee.gov
Via email and paper copy sent via U.S. Mail

With courtesy copies which shall not constitute notice to

Deputy City Attorney Mary Schanning
City Hall, Room 800
200 East Wells Street
Milwaukee, WI 53202
mschan@milwaukee.gov

and

Nicholas DeSiato
Chief of Staff
Milwaukee Police Department
749 West State Street
Milwaukee, WI 53233
nidesi@milwaukee.gov

To Agency: Chief Richard Oliva
City of Franklin Police Department
9455 West Loomis Road
Franklin, Wisconsin 53132
ROliva@franklinwi.gov

17. Additional Provisions.

17.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

17.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

17.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

17.4. No Third Party Beneficiary. No provision in this Agreement is intended to create, or shall create, any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

17.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

17.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

17.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

17.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

17.9. Nondiscrimination. It is the City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee Code of Ordinances Section 109-9. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

The Parties have executed this Agreement as on the dates set forth below.

CITY OF MILWAUKEE

[Signature]
Alfonso Morales, Chief of Police

Dated this _____ day of JUN 23 2020, 2020.

[Signature]
Aycha Sawa, City Comptroller AR

Dated this 9 day of July, 2020

Authorizing Resolution 191193 & 191826

Approved as to Form and Execution:

[Signature]

Office of the City Attorney

Dated this 10 day of July, 2020.

CITY OF FRANKLIN

By: [Signature]

Stephen R. Olson

Its: Mayor

By: [Signature]

Sandra L. Wesolowski

Its: City Clerk

Dated this 5th day of June, 2020.



1077-2018-1850-265094

Exhibit A

List of Agency Personnel and Commanding Officer

(Electronic version available from Captain Derrick Harris, dharri@milwaukee.gov)

[illegible]

Exhibit B

(Electronic version available from Captain Derrick Harris, dharris@milwaukee.gov)

EXHIBIT B - Reimbursement of Personnel Costs - Assisting Agency

Assisting Agency	Agency's # Regular Hours**		Medicare (set rate)
Prepared By (Print Contact Name)	Contact/Phone #:	Signature	FICA (set rate)
Approved By (Print Contact Name)	Contact/Phone #:	Signature	Pension Contribution (Agency's Rate)***

* Total hours worked will be verified / reconciled to the hours logged by payroll system. Regular hours plus overtime hours cannot exceed the total hours logged in payroll system.

Provide your agency's number of regular hours scheduled for a typical week (i.e. 40 hours)

*** Use your agency's pension contribution rate to calculate pension contribution expenses. Provide official documentation that shows your current pension contribution rate.

Please provide breakdown of additional benefits being requested for reimbursement. This should include description of each individual benefit and applicable rate. Please input total amount of benefit in this column

[illegible]

Exhibit C

(Electronic version available from Captain Derrick Harris, dharris@milwaukee.gov)



EXHIBIT C
2020 Democratic National Convention
DNC Reimbursement Request Form



Assisting Agency		
Prepared By	Contact Phone's #	Signature
Approved By	Contact Phone's #	Signature

Personnel Costs						
	Number of Personnel	Total Regular Hours	Total Overtime Hours	Total Regular Cost	Total Overtime Cost	Total Regular and Overtime Cost
				\$	\$	\$
<p align="center">Three sets of documentation are required.</p> <p>a. Outside Agency Tracking Form These forms were signed off on by the personnel during the event and in the possession of the City of Milwaukee (City) If you are in possession of any of these timesheets, please provide them to the City as soon as possible.</p> <p>b. Daily work records/work logs, time and attendance records, payroll registers This includes whatever your typical system is to track payroll This will be submitted as part of the reimbursement package These records will be reconciled against the timesheets in order to approve final reimbursement For this reason, these records should show information such as hourly rates, number of hours worked, total amount of personnel expense, etc.</p> <p>c. Final payroll costs submitted with reimbursement request (Reimbursement of Personnel Costs Worksheet – Outside Agencies and Reimbursement Request Form)</p>						
					Pension Rate	0.00%
					FICA Rate	0.00%
					Medicare Rate	0.00%
					Other Benefits Rate	0.00%
					Total Fringe	\$ -
					Total Wages	\$ -

Food Per Diem Costs (Travel Days only)				
Meals Travel days will be paid at 75% as stipulated by federal regulations. https://www.gsa.gov/travel/plan-book/per-diem-rates Note Travel day meal per diems will not be reimbursed for outside agencies that are within 100 miles of Milwaukee	Number of Officers	Number of Days (Combine To and From Prorated)	Federal Per Diem Food Rate (Travel Days)	Total Cost
			\$ 49.50	\$

Transportation Costs (Travel Days only)				
Airfare: Receipt from airline or travel agent indicating name of traveler dates of travel and total cost of ticket receipt from airline indicating name of traveler dates and cost of any baggage fees assessed and boarding passes.	Number of Officers	Number of Tickets	Average Airfare Price (Per Round Trip)	Total Cost
			\$	\$
Auto reimbursement: Google map showing vehicle route to and from Milwaukee Mileage reimbursed at federally approved rates https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/private-owned-vehicle-pov-mileage-reimbursement-rates a. Motorcycles \$0.545/mile This includes fuel b. Private Vehicles \$0.575/mile – This includes fuel c. Gov't Owned Vehicles \$0.17/mile – This includes fuel	Number of Vehicles	Total Miles (Combine to and from)	Mileage Rate	Total Cost
			\$	\$
Bus/Vehicle Rentals Contract cost of rental vehicles or buses, highway and bridge toll fees		Number of Buses/Rented Vehicles	Cost Per Bus/Rented Vehicle	Total Cost
			\$	\$

Additional Requested Costs (Not Listed Above)		
Additional Expenses Please provide a detailed description and total cost for any additional expenses not listed specifically on this form where reimbursement is being requested Please be aware of any applicable federal per diem rates related to your request Please provide any supporting documentation and/or calculations that will help facilitate the review of your request Example: If your trip to and from Milwaukee will require overnight lodging, please provide the number of officers who required this accommodation and the invoice for the total cost of the lodging. NOTE Any reimbursement under this section must be preapproved in Writing by the City and such preapproval shall be attached to this form	Description of Additional Cost	Amount of Total Cost
		\$
		\$
		\$ -

Total Request for Reimbursement											
All expenses incurred as described in the Intergovernmental Agreement and Estimate Cost Forms (ECF) are eligible for reimbursement The costs initially provided were estimates and require documentation for final approval and reimbursement. Note Credit card statements are not considered a valid document for the purposes of reimbursement.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Salary</td> <td align="center">\$</td> </tr> <tr> <td>Per Diem</td> <td align="center">-</td> </tr> <tr> <td>Transportation</td> <td align="center">-</td> </tr> <tr> <td>Additional Expenses</td> <td align="center">-</td> </tr> <tr> <td>Total Cost</td> <td align="center">\$ -</td> </tr> </table>	Salary	\$	Per Diem	-	Transportation	-	Additional Expenses	-	Total Cost	\$ -
Salary	\$										
Per Diem	-										
Transportation	-										
Additional Expenses	-										
Total Cost	\$ -										

Please feel free to contact the following City of Milwaukee Personnel with any questions you may have

Bryan Rynders 414 286-8524	Rhonda Kelsey 414 286-3639
Dennis Yaccarino 414 286 8552	Andrea Fowler 414 286-5563

Exhibit D

Additional Expenditure Authorization Form - "In Writing"

Directions for Use of This Form: Use this form to obtain approval for additional expenditures "In Writing," pursuant to your Agency's Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin "Agreement." Please note that your agency will not be reimbursed for any expenditures that were not expressly agreed to in the expense estimate provided pursuant to Section 7.1.2. of the Agreement unless you have both (1) obtained a valid signature on this form before making the expenditure, and (2) provide the City with the supporting documentation necessary for reimbursement described in Exhibit B of the Agreement.

Agency Information	
Agency:	
Agency Personnel Completing Form:	
Date:	
Additional Expenditure Information	
Expenditure Requested:	
Reimbursable Cost:	
Vendor:	
Description/Purpose:	
Additional Memo (optional):	
City of Milwaukee Commanding Officer Approval Information	
Name:	
Rank:	
Date:	
Signature:	
Memo (optional):	



MILWAUKEE POLICE DEPARTMENT

STANDARD OPERATING PROCEDURE

910 - CIVIL DISTURBANCE AND CROWD MANAGEMENT

GENERAL ORDER: 2020-15
ISSUED: March 16, 2020

EFFECTIVE: March 16, 2020

REVIEW/APPROVED BY:
Assistant Chief Regina Howard
DATE: March 5, 2020

ACTION: Creates SOP

WILEAG STANDARD(S): 13.1.1

910.00 PURPOSE (WILEAG 13.1.1)

The purpose of this standard operating procedure is to establish guidelines for managing crowds, protecting individual rights, and preserving the peace during demonstrations and civil disturbances.

910.05 POLICY (WILEAG 13.1.1)

It is the policy of the Milwaukee Police Department to protect individual rights related to assembly and free speech, effectively manage crowds to prevent loss of life, injury, or property damage and minimize disruptions to persons who are uninvolved.

910.10 DEFINITIONS

A. CIVIL DISOBEDIENCE

The refusal to obey laws in an effort to affect change and/or express a view point characterized by using passive resistance or other nonviolent means.

B. CIVIL DISORDER

Group acts of violence and/or disorder prejudicial to public safety, law, and good order.

C. CIVIL DISTURBANCE

An unlawful assembly that constitutes a breach of the peace or any assembly of persons where there is potential of imminent danger of collective violence, destruction of property, or other unlawful acts. These are typically, but not always, spontaneous occurrences requiring the emergency mobilization of police forces and related emergency services.

D. CROWD CONTROL

Techniques used to address civil disturbances, to include a show of force, crowd containment, dispersal equipment and tactics, and preparations for multiple arrests

E. CROWD MANAGEMENT

Techniques used to manage lawful assemblies before, during, and after the event for the purpose of maintaining their lawful status through event planning, pre-event contact with event organizers, issuance of permits when applicable, information gathering, personnel training and other means.

F. DEMONSTRATION

A lawful assembly of persons organized primarily to engage in free speech activity. These may be scheduled events that allow for law enforcement planning. They include, but are not limited to, marches, protests, and other assemblies intended to attract attention. Lawful demonstrations can devolve into civil disturbances that necessitate enforcement action.

G. FIELD OPERATIONS COMMANDER

The individual who has overall command of all field resources and is responsible for execution of the deployment plan. This individual carries out the orders and directives of the incident commander and coordinates with supervisory personnel assigned to the deployment.

H. INCIDENT COMMAND

The Incident Command System organizational element responsible for overall management of the incident and consisting of the incident commander (either single or unified command structure) and any assigned supporting staff.

I. INCIDENT COMMANDER (IC)

The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

J. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

A set of principles that provides a systematic, proactive approach guiding government agencies at all levels, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.

K. PEACEFUL DEMONSTRATION

A gathering of people expressing a position in a cooperative manner without violation of the law.

L. RIOT

A violent and out of control disturbance of the public peace by a statutorily defined number of people in violation of the laws of Wisconsin. Members shall refer to the *MPD Quick Reference Guide to Protect Peaceful Assembly* (form PP-3), which provides members with guidance regarding the applicable amendments to the United States Constitution and Milwaukee City Ordinances related to riots and unlawful assemblies.

910.15 PROCEDURES (WILEAG 13.1.1)**A. PREPARATION AND PLANNING**

1. The Fusion Division shall make every effort to make advance contact with event organizers and to gather the following necessary information about the event to ensure accurate assignment of personnel and resources:
 - a. What type of event is involved?
 - b. When is it planned?
 - c. Will the event coincide with other routine, large scale events (e.g. sporting events)?
 - d. Is opposition to the event expected?
 - e. How many participants are expected?
 - f. What are the assembly areas and movement routes?
 - g. What actions, activities, or tactics are anticipated, to include use of demonstrator devices designed to thwart arrest?
 - h. What critical infrastructures are in the proximity of the event?
 - i. The Fusion Division shall check with Tactical Planning and Logistics and ascertain if permits have been issued.
 - j. What is the history of conduct at such events?
 - k. During the event a member of the Fusion Division shall be assigned to the CP giving real time updates to the IC. The Fusion Division shall monitor social media for additional information regarding the event.
 - l. The Fusion Division shall provide the IC of photos of known agitators.
 - m. Are event organizers cooperative?
 - n. Who are the potential counter-protest groups?

- o. Is there a history of violence between the group demonstrating and potential counter-protest groups?
2. The IC, or a designee, when time permits shall prepare a written action plan subject to the approval of the Chief of Police, or designee.
 - a. The IC, or a designee, shall make every effort to communicate with the following while preparing for the demonstration:
 1. Key community leaders and stakeholders;
 2. Faith based leaders; and
 3. Elected officials.
 - b. The written action plan should address the following and be distributed to all participating agencies.
 1. Command assignments and responsibilities;
 2. Personnel, unit structure, and deployment considerations to include the need for special response teams (i.e., SWAT, emergency medical personnel, and plainclothes officers);
 3. Regular communication with legal advisors;
 4. Liaison with event planners, to include their legal advisors, where applicable;
 5. Liaison with outside agencies;
 6. Communications plan, to include release of information to the media;
 7. Pre-event intelligence analysis;
 8. Weather and terrain at the event location;
 9. Transportation, support, and relief of personnel;
 10. Staging points for additional resources and equipment;
 11. Traffic management, including perimeter security;
 12. First aid stations established in coordination with emergency medical service providers;
 13. Demonstrator devices, extrication teams, and equipment;
 14. Transportation of prisoners;

15. Arrestee processing areas;
16. Any laws, ordinances, or administrative rules specific to the event;
17. Have other agencies such as fire and EMS been notified?;
18. Is there a need to request mutual aid?;
19. Has the appropriate level of properly equipped personnel been allocated to ensure safety of bystanders, officers, and demonstrators?; and
20. Will off-duty personnel be required?

B. MANAGEMENT AND ORGANIZATION PRINCIPLES

1. Government may impose reasonable restrictions on time, place, and manner in which persons assemble and engage in free speech activity. The Milwaukee Police Department shall place only those limitations and restrictions on demonstrations necessary to maintain public safety, preserve order and to the degree possible, facilitate uninhibited speech, commerce and freedom of movement.
2. An Incident Command System (ICS) shall be used in crowd management and civil disturbances to ensure control and unified command.
3. Organization of responsibilities shall be as follows:
 - a. The Chief of Police, or designee, shall designate an incident commander (IC) responsible for overall control of a demonstration or civil disturbance.
 - b. The IC shall implement the written action plan.
 - c. In the case of a widely dispersed demonstration or disturbance, or event with multiple locations, multiple ICs may be assigned at the discretion of the Chief of Police, or designee.
 - d. The IC shall be responsible for preparing operational plans and management details associated with planned demonstrations.
4. The primary objectives of the IC at a civil disturbance are to accomplish the following:
 - a. Protect persons, regardless of their participation in the disturbance;.
 - b. Disperse disorderly or threatening crowds in order to eliminate the immediate risks of continued escalation and further violence.
 - c. Arrest law violators, including those responsible for property damage, and remove or isolate persons inciting violent behavior.

5. Supervisors and officers shall be briefed on what to expect and appropriate responses. The IC, or his or her designee(s), shall be responsible for ordering any response deemed appropriate.
(WILEAG 13.1.1.1, 13.1.1.2)

C. GENERAL CROWD RESPONSE

1. Officers shall be deployed to monitor crowd activity. Sufficient resources to handle multiple unruly persons shall be available, depending on the fluidity of the situation and degree of actual or likely disruption.
2. Uniformed personnel shall wear their badges, nameplates or Major Incident Response Team (MIRT) identification numbers in a visible location on their person at all times.
3. Officers shall be positioned in such a manner as to minimize contact with the assembled crowds.
4. Officers should avoid engaging in conversations related to the demonstration with attendees, refrain from reacting in response to comments from demonstrators, and maintain a courteous and neutral demeanor.
5. Persons who reside, are employed, or have emergency business within the area marked off by a police line shall not be prevented from entering the area unless circumstances suggest that their safety would be in jeopardy or their entry would interfere with law enforcement operations.
6. The field supervisors designated by the IC should establish and maintain communication with event organizers and relay information on crowd mood to the IC.
7. Supervisors shall maintain close contact with their assigned officers to ensure compliance with orders, monitor behavior and disposition, and ensure that they are aware of any changes in crowd behavior or intent.
8. Audio and video recording of the department crowd response should be considered for evidentiary purposes.
9. Mass arrests shall be avoided, unless necessary.
10. Officers shall ensure that a means of egress for all individuals is present at all times.
(WILEAG 13.1.1 1)

D. SPONTANEOUS EVENTS OR INCIDENTS

The department must quickly restore order, prevent incidents from escalating, protect innocent citizens and isolate the incident. The National Incident Command System (ICS) shall be followed in responding to spontaneous events.

1. The first officer to arrive on the scene of a spontaneous civil disturbance shall:
 - a. Observe the situation from a safe distance to determine if the gathering is currently or potentially violent;
 - b. Notify the Technical Communications Division of the nature and seriousness of the disturbance, particularly the availability of improvised or deadly weapons, the location and estimated number of participants, current activities (e.g., blocking traffic), direction of movement, and ingress and egress routes for emergency vehicles;
 - c. Request the assistance of a supervisor and necessary backup;
 - d. Attempt to identify crowd leaders and agitators engaged in criminal acts; and
 - e. At the first available opportunity, request the crowd to voluntarily disperse.
2. The first officer or supervisor in charge at the scene shall:
 - a. Deploy officers at vantage points to report on crowd actions;
 - b. Establish a perimeter sufficient to contain the disturbance and prohibit entrance into the affected area;
 - c. Ensure that, to the degree possible, uninvolved civilians are evacuated from the immediate area of the disturbance;
 - d. Establish a temporary command post;
 - e. Provide ongoing assessment to the Technical Communications Division.
 - f. Move and reroute pedestrian and vehicular traffic around the disorder.
 - g. Control unauthorized ingress and egress by participants.
 - h. Prevent attempts to assist or reinforce participants.
3. The IC shall also ensure that:
 - a. Adequate security is provided to fire and EMS personnel in the performance of emergency tasks;
 - b. Support and relief of personnel are available;
 - c. A secure staging area for emergency responders and equipment is designated;
 - d. Public Relations shall establish staging points for media representatives and provide available information as appropriate;

- e. The Technical Communications Division (TCD) shall make sure the event is logged in CAD for documenting activities and actions taken during the course of the incident;
- f. Photographic or video evidence is preserved, in accordance with applicable law and department policy, of crowd actions and officer response;
- g. Photographs or videos are taken of any injuries sustained by law enforcement officers; and
- h. The need for full mobilization of MIRT officers and the recall of off-duty MIRT officers is determined.
(WILEAG 13.1.1.1, 13.1.1.5, 13.1.1.6)

E. USE OF FORCE

- 1. Officers shall follow all procedures set forth in SOP 460 Use of Force related to any uses of force.
- 2. Unless exigent circumstances justify immediate action, officers shall not independently make arrests or employ force without command authorization.
- 3. The following restrictions and limitations on the use of force shall be observed during demonstrations and civil disturbances. In all cases, weapons shall be carried and deployed only by trained and authorized officers:
 - a. Canine teams may respond as backup when appropriate but should not be deployed for crowd control (e.g., containment or dispersal). Canines should remain in patrol vehicles or other secure locations and, whenever reasonably possible, out of the view of the crowd. Canines may be deployed in appropriate circumstances related to bomb detection, pursuit of suspects in buildings, and related situations.
 - b. Horses may be used to contain, control, and direct groups in nonviolent demonstrations as appropriate. They should not be used against passively resistant demonstrators, including those who are sitting or lying down. Unless exigent circumstances exist, horses should not be utilized when the use of chemical agents is anticipated or deployed or in icy or snowy conditions or when similar lack of footing may jeopardize the animal, rider, or others.
 - c. Patrol vehicles may be used to contain, control, or direct persons as appropriate but shall not be intentionally brought into contact with them unless the use of deadly force is authorized.
 - d. Bicycles may be used to control and move persons as appropriate
 - e. Electronic control devices (ECDs) should be used during civil disturbances only for purposes of restraint or arrest of actively resistant individuals when alternative less forceful means of control are not available or are unsuitable and

only when the individual can be accurately targeted. ECDs shall not be fired indiscriminately into crowds.

- f. Oleoresin capsicum (OC) may be used, in accordance with SOP 465 Hand-Held Chemical Agent, against specific individuals engaged in unlawful conduct or actively resisting arrest, or as necessary in a defensive capacity when appropriate. OC spray shall not be used indiscriminately against groups of people where bystanders would be unreasonably affected, or against passively resistant individuals. High-volume OC delivery systems (such as MK-9 and MK-46) are designed for and may be used in civil disturbances against groups of people engaged in unlawful acts or endangering public safety and security when approved by the IC. Whenever reasonably possible, a warning should be issued prior to the use of these systems.
- g. A baton or similar device can be used as a defensive weapon; as a means of overcoming resistance (e.g., used in the two-hand horizontal thrust on a police line); to stop control, or neutralize perceived threatening resistance; as a show of force; or as a means to contain or disperse a crowd.
- h. All uses of force shall be reported and investigated in accordance with SOP 460 Use of Force.
(WILEAG 13.1.1.1)

F. CROWD DISPERSAL

- 1. Before ordering forced dispersal of a civil disturbance, the IC should determine whether lesser alternatives may be effective. These alternatives include the use of containment and dialogue, as follows:
 - a. Establish contact with event organizers or crowd leaders to assess their intentions and motivations and develop a mutually acceptable plan for de-escalation and dispersal.
 - b. Communicate to the participants that their assembly is in violation of the law and that the department wishes to resolve the incident peacefully, but that acts of violence will be dealt with swiftly and decisively.
 - c. Supervisors issuing dispersal orders shall do so in compliance with the *MPD Quick Reference Guide to Protect Peaceful Assembly* (form PP-3) as the member shall state, "I am (Rank, Name), a member of the Milwaukee Police Department, I hereby declare this assembly to be unlawful, and hereby order you to disperse. Refusal to disperse will be in violation of Milwaukee Code of Ordinances Section 105-1. If you do not disperse immediately you will be arrested."
 - d. Target specific violent or disruptive individuals for arrest.
- 2. Prior to issuing dispersal orders, in accordance with the *MPD Quick Reference Guide to Protect Peaceful Assembly* (form PP-3), the IC should ensure that all

potentially necessary law enforcement, fire, and EMS equipment and personnel are on hand to successfully carry out tactical operations and that logistical needs for making mass arrests are in place

3. When the IC has made a determination that crowd dispersal is required, he or she shall direct field supervisors, where time and circumstances permit, to issue warnings prior to taking action to disperse the crowd.
 - a. The warning shall consist of an announcement citing the offenses or violations being committed, an order to disperse in accordance with the *MPD Quick Reference Guide to Protect Peaceful Assembly* (form PP-3), and designated dispersal routes.
 - b. A second and a third warning shall be issued at reasonable time intervals before designated actions are taken to disperse the crowd.
 - c. Where possible, the warnings shall be audio using the Long Range Acoustic Device (LRAD) and documented in CAD.
4. Specific crowd dispersal tactics shall be ordered as necessary where the crowd does not heed warnings. These include, but are not limited to, any one or combination of the following:
 - a. Display of forceful presence to include police lines, combined with motorcycles, patrol vehicles, mounted patrol units, bicycle units, and mobile field forces;
 - b. Multiple simultaneous arrests;
 - c. Use of aerosol crowd control chemical agents upon the direction of the Chief of Police, or in the event the Chief of Police is unavailable, an assistant chief of police;
 - d. Law enforcement formations and the use of batons for forcing crowd movement.
(WILEAG 13.1 1.1, 13.1.1.6)

G. MASS ARREST

It is the policy of the department to avoid making mass arrests of persons when arrest avoidance is reasonable in the interests of safety and security. However, in a civil disturbance it may be necessary to make arrests of numerous individuals over a relatively short period of time. For this process to be handled efficiently, safely, and legally, the following shall be observed:

1. Mass arrests shall be conducted by designated squads. Arrests should be made by two-person teams. Members should not enter a crowd alone. If possible, limit the number of arrests to ensure that arresting members are able to recall specific facts for incident reports.

2. A mobile arrestee staging area shall be designated for holding arrestees after being arrested and while awaiting transportation.
3. District shift commanders shall ensure that adequate detention space will be made available in the district in which the incident is occurring.
4. The incident commander shall ensure that an arrest team is designated to process all arrestees and that an adequate number of vehicles are available for that purpose.
5. Arrest teams shall be advised of the basic offenses to be charged in all arrests, and all arrestees shall be advised of these charges.
6. Arrestees who are sitting or lying down but agree to walk shall be escorted to the transportation vehicle for processing. Two or more officers shall carry those who refuse to walk.
7. Arrestees shall be searched incident to arrest for weapons, evidence of the crime of arrest, and contraband.
8. Transporting officers shall not accept arrestees without a properly prepared *Arrest / Conveyance Card* (form PA-7) and shall ensure that all arrestee property is properly secured and transported with the arrestee.
9. Anyone who requests medical attention or is injured, to include arrestees, shall be provided medical attention. Photographs shall be taken of all known injuries.
(WILEAG 13.1.1.2)

H. DEACTIVATION

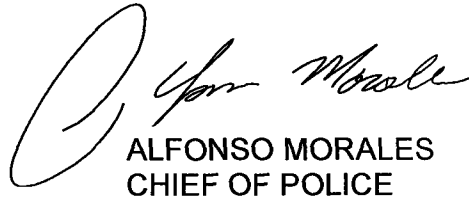
When the disturbance has been brought under control:

1. All personnel engaged in the incident shall be accounted for and an assessment and documentation made of personal injuries in accordance with SOP 010 Absence.
2. Witnesses, suspects, and others should be interviewed or questioned.
3. All necessary personnel shall be debriefed as required.
4. Any equipment utilized by officers should be replaced.
5. An after action report shall be completed as soon as possible after the incident. Comprehensive documentation should include the basis for the incident, the department's response to the incident, with a statement of impact to include the costs of equipment, personnel, and related items.

I. TRAINING

Officers should receive both initial and ongoing training on appropriate response to

crowd control and management. Joint training should also be conducted with all agencies who are involved in crowd management activities.



ALFONSO MORALES
CHIEF OF POLICE

AM mfk



MILWAUKEE POLICE DEPARTMENT

STANDARD OPERATING PROCEDURE

001 – FAIR AND IMPARTIAL POLICING

GENERAL ORDER: 2018-37
ISSUED: December 21, 2018

EFFECTIVE: December 21, 2018

REVIEWED/APPROVED BY:
Director Regina Howard
DATE: December 20, 2018

ACTION: Amends General Order 2014-105 (September 19, 2014)

WILEAG STANDARD(S): 1.7.8

001.00 PURPOSE

The work of our police members has a substantial and positive effect on crime and helps us pursue our mission of creating neighborhoods capable of sustaining civic life. We recognize that crime disproportionately impacts some of our neighborhoods, and police tactics, while proper and effective, can at times be perceived as frightening or alienating. An unfortunate paradox exists: the vulnerable neighborhoods most in need of police services are often inhabited by residents who sometimes feel unfairly targeted by police. We must be aware that the way our authority is used is equally as important as the result of its use.

To that end, this policy is intended to reaffirm this department's commitment to fair and impartial policing, to clarify the circumstances in which officers can consider race, color, ethnicity, national origin, economic status, sexual orientation, gender identity or expression, age, gender, religion, limited English proficiency, disability, and housing status when making law enforcement decisions, and to reinforce procedures that serve to ensure the public that we are providing service and enforcing laws in an equitable way.

001.05 POLICY (WILEAG 1.7.8)

Police members shall not rely to any degree on an individual's race, color, ethnicity, national origin, economic status, sexual orientation, gender identity or expression, age, gender, religion, limited English proficiency, disability, or housing status in carrying out law enforcement activities except when credible, locally relevant information links a person or people of specific characteristics/status, as listed above, to a specific unlawful incident, or to specific unlawful incidents, criminal patterns, or schemes. This restriction on the use of race/ethnicity does not apply to law enforcement activities solely designed to strengthen the department's relationship with a diverse community.

(WILEAG 1.7.8.2)

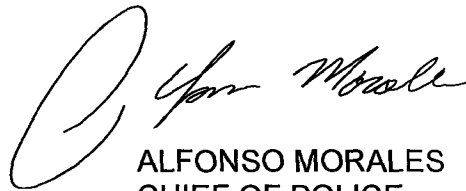
Note: Biased based profiling by our police members is prohibited and is defined as the following: Police-initiated action that relies to any degree upon common traits associated with belonging to a certain group; such as race, color, ethnicity, national origin, ancestry, age, gender, gender identity or expression, sexual orientation, religion, marital status, economic status, disability, political affiliation, cultural group, limited English proficiency, disability, housing status or any other identifiable characteristics of an individual rather than the behavior of that individual, or credible information that leads the

police to a particular individual who has been identified as being engaged in or having been engaged in criminal activity.

(WILEAG 1.7.8.1)

Police members may use common traits as listed above in selecting whom they stop, when a person matches the specific description of an individual who is suspected of engaging in criminal behavior based on credible evidence.

(WILEAG 1.7.8 2)



ALFONSO MORALES
CHIEF OF POLICE

AM mfk



MILWAUKEE POLICE DEPARTMENT

STANDARD OPERATING PROCEDURE

117 – INTERACTIONS WITH TRANSGENDER, INTERSEX, AND/OR GENDER NON-CONFORMING (TIGN) PERSONS

GENERAL ORDER: 2018-16
ISSUED: May 23, 2018

EFFECTIVE: May 23, 2018

REVIEWED/APPROVED BY:
Director Regina Howard
DATE: May 9, 2018

ACTION: Rescinds and Recreates General Order 2016-56 (October 10, 2016)

WILEAG STANDARD(S): NONE

117.00 PURPOSE

The purpose of this standard operating procedure is to establish the department's policy, procedures and responsibilities for interactions with transgender, intersex, and/or gender non-conforming (TIGN) persons.

117.05 POLICY

It is the policy of the Milwaukee Police Department to treat all persons with the courtesy and dignity that is inherently due to every person as a human being. Members shall not exhibit any bias, prejudice or discriminate against any individual or group based on their actual or perceived sexual orientation, gender, or gender identity/expression.

117.10 DEFINITIONS

A. GENDER EXPRESSION

External manifestations of gender; frequently expressed through one's name, pronouns, clothing, haircut, behavior, voice, or body characteristics.

B. GENDER IDENTITY

An individual's internal deeply held sense of gender. Unlike gender expression, gender identity is not visible to others.

C. GENDER NON-CONFORMING

Gender expression that does not conform to cultural norms, such as traditional notions of masculinity or femininity.

D. GOVERNMENT-ISSUED IDENTIFICATION CARD

This shall only include a Wisconsin operator's license or identification card, a city of Milwaukee municipal identification card, a passport or passport card, or state or federal government issued identification card.

Note: Members should be aware the Milwaukee municipal identification card may include other gender markers, such as the non-binary gender marker (signified with an "X") or non-disclosed / other gender mark (signified

with a “-“). Other state and local governments (including Oregon, California, the District of Columbia, etc.) also include gender markers other than male or female.

E. INTERSEX INDIVIDUALS

An umbrella term used to describe a wide range of natural bodily variations. Intersex people are born with a reproductive or sexual anatomy and/or chromosome pattern that does not seem to fit typical definitions of "male" or "female." In some cases, intersex traits are visible at birth, while in others they are not apparent until puberty. Some intersex variations may not be visibly apparent at all. People with intersex conditions should not be assumed to be transgender. The term "hermaphrodite" is an offensive and out-of-date term that should not be used.

F. SEXUAL ORIENTATION

A term describing a person's attraction to members of the same sex and/or a different sex, often termed lesbian, gay, bisexual, heterosexual, pansexual or asexual.

G. TRANSGENDER

A term for people whose gender identity, expression, or behavior is different from those typically associated with their assigned sex at birth. "Trans" is shorthand for "transgender." Transgender is correctly used as an adjective, not a noun, thus "transgender people" is appropriate but "transgenders" is often viewed as disrespectful.

117.15 PROCEDURE FOR TREATMENT OF TIGN POPULATION

- A. If an individual self identifies as TIGN, members shall respect the expressed gender and use pronouns that are appropriate for the individual's gender presentation or the person's pronoun of choice (e.g., "she, her, hers"; "he, him, his"; or "they, them.").
- B. When requested, members shall address the individual by the name based on their gender identity rather than the name that appears on their government issued identification. Members should be aware that individuals' names may change between one interaction and the next and should use the name currently used by individuals.
- C. When a situation arises that involves the need to clarify gender identification, the member shall respectfully and discreetly inquire as to how the individual wishes to be addressed (e.g., sir, miss, ms.) and the name by which the individual wishes to be addressed. This name shall be documented as an alias if it differs from the individual's legal name. The member may also ask, "What are your pronouns?" to clarify the preference for use of she, he, they, or them.
- D. Members shall not, unless legally necessary (e.g., processing an arrest), require proof of an individual's gender or challenge an individual's gender identity/expression.
- E. TIGN individuals who present a gender or name that differs from the gender and/or

gender marker or name on their identification documents or in official databases typically may be expressing their gender identity. Therefore, TIGN individuals should not be presumed to have knowingly misrepresented information concerning name or gender and should not be arrested for obstruction solely on that basis.

Note: If the TIGN individual presents a different gender marker or name from the gender marker or name on their identification documents or in official databases, the member shall complete a field interview card in accordance with SOP 085 (Citizen Contacts, Field Interviews, and Search and Seizure). The member shall ensure the TIGN individual's preferred gender marker and/or name is included in the narrative field of the TriTech Field Interview module.

- F. Members shall not request an individual during a field encounter to remove appearance related items such as wigs or clothing that conveys gender identity unless there is an articulable and specific law enforcement reason to do so.
- G. Members shall not make assumptions regarding an individual's sexual orientation based on the individual's gender or gender identity/expression.
- H. Members shall not disclose an individual's gender identity or sexual orientation to other arrestees, members of the public, or other governmental personnel, absent a proper law enforcement purpose.
- I. Absent providing details regarding a pertinent criminal investigation, members shall not disclose to parents or guardians sensitive information they discover about a juvenile's gender identity, gender expression, or sexual orientation. This information shall be kept private so as to avoid placing the juvenile at increased risk for violence or rejection in the home and to allow the juvenile to choose whether to provide the information.

117.20 GUIDELINES FOR SEARCHES OF TIGN ARRESTEES

- A. When a member has reason to believe that an individual is TIGN and a frisk or search of that person is necessary, they will respectfully and in a professional manner ask the individual their preference with respect to the gender of the searching officer. The individual's search preference should be honored as long as no exigent circumstances exist that would require an immediate search.
- B. If an individual does not name a search preference, the individual's gender shall be classified as it appears on the individual's government-issued identification card or in official department databases and the search shall be conducted by a member of the same sex as the government-issued identification card or official department database designation.
- C. At least two officers should be present for these searches when possible. It is understood that the dynamic, fluid and emergent nature of some situations are such that immediate searches are necessary to preserve officer and public safety and to prevent the destruction of evidence. Accordingly, searches may be undertaken by any

officer where made necessary by these emergent conditions or the lack of availability of the officer of a specific gender.

- D. In the event that an arrestee objects to any element of this standard operating procedure, if they make claims regarding their gender that are not credible, are uncooperative, or do not have a government-issued identification card / do not appear in any official department databases and do not indicate a search preference, the member shall notify a supervisor prior to searching the arrestee. A supervisor shall make a determination based on the information available to them at the time.
- E. Members should be aware that the presence of needles may be indicative of prescribed hormone treatment and/or therapy and is not necessarily indicative of illegal drug possession, use, or drug paraphernalia.
- F. If it is imperative that an immediate search be conducted, members shall not endanger themselves or the public to comply with this section.

117.25 GENDER CLASSIFICATION GUIDELINES FOR TIGN INDIVIDUALS WHO HAVE BEEN ARRESTED

- A. An arrestee's gender shall be classified as it appears on the individual's government-issued identification card.
 - 1. For the purpose of listing gender on citations, arrest reports, and other official documentation, members shall use the designation listed on the individual's government-issued identification card.

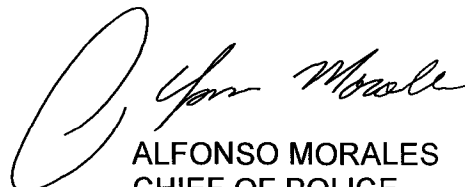
Note: Members should be aware the Milwaukee municipal identification card may include other gender markers, such as the non-binary gender marker (signified with an "X") or non-disclosed / other gender mark (signified with a "-"). Other state and local governments (including Oregon, California, the District of Columbia, etc.) also include gender markers other than male or female. If the individual has a gender marker of "X" or "-", or a gender marker other than male or female listed on their identification card, the member shall respectfully ask the individual whether they most closely identify with male or female and use that for data entry of the individual's gender.

- 2. For the purpose of listing the name, members shall always enter the individual's name as it appears on their government-issued identification card. If the arrestee identifies himself or herself using a different name, that name shall be listed in the alias section on the arrest reports.
- B. In the event that a government-issued identification card is unavailable:
 - 1. If the member has established identification through official department databases, the name and gender from that identification shall be used. If the arrestee identifies himself or herself using a different name, that name shall be listed in the alias section on the arrest reports.

- 2 If no government identification is established through either a government-issued identification card or through official department databases the member shall respectfully ask the individual whether they most closely identify with male or female and use that for data entry of the individual's gender.
- C. When there is uncertainty regarding the appropriate classifications of an arrestee's gender or if the individual is not comfortable with either option or refuses to answer, a supervisor shall be consulted for further guidance on the appropriate classification.

117.30 DETENTION OF TIGN ARRESTEES

- A. Members transporting transgender, intersex, and/or gender non-conforming (TIGN) persons shall report the arrestee's gender identity and preferences to the municipal lockup or detention facility.
1. The booker shall document the TIGN individual's pronoun of choice (e.g., "she, her, hers"; "he, him, his"; or "they, them.") and gender marker preference in the narrative field in the Inform Jail System. Members shall share the arrestee's gender identity and preferences only with necessary personnel.
 - 2 All information concerning the arrestee's gender identity and preferences shall be passed on to subsequent shifts and to the municipal lockup facility or detention facility the arrestee is transferred to, if applicable.
- B. Booker requests to remove appearance-related items due to safety and security concerns (e.g., prosthetics, clothes of the presenting gender, wigs, cosmetic items) shall be consistent with SOP 090 Prisoners and Booking. TIGN arrestees shall not be asked to remove appearance-related items if non-TIGN arrestees are not required to do so.
- C TIGN arrestees shall be asked by the booker where they would feel most safe before placement and every effort shall be made to ensure the individual is placed in the cellblock area consistent with their request. Unless the individual expresses a concern for their safety, the individual shall be housed in a cellblock area consistent with their gender identity.
- Note: If the arrestee's preference for placement cannot be accommodated, the booker shall document the reason in the narrative field in the Inform Jail System.**
- D. TIGN individuals shall receive the same standards of care as other individuals based on medical need, including needs related to hormone medications or therapy. Whenever a transgender individual expresses a need for medical attention, members shall handle the situation pursuant to SOP 090 Prisoners and Booking.



ALFONSO MORALES
CHIEF OF POLICE



MILWAUKEE POLICE DEPARTMENT

STANDARD OPERATING PROCEDURE

460 – USE OF FORCE

GENERAL ORDER: 2019-22
ISSUED: June 21, 2019

EFFECTIVE: June 21, 2019

REVIEWED/APPROVED BY:
Director Regina Howard
DATE: February 13, 2019

ACTION: Amends General Order 2015-17 (May 5, 2015)

WILEAG STANDARD(S): 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.2.1, 5.3.1, 5.3.2, 5.3.3

460.00 PURPOSE

The purpose of this procedure is to provide instructions for the proper use of force by police members, provide a fair and impartial review of use of force incidents, determine whether the actions of police members were justified, and to maintain public confidence in the Milwaukee Police Department.

460.05 POLICY

It is the policy of the Milwaukee Police Department that members hold the highest regard for the sanctity of human life, dignity, and liberty of all persons. It is the policy of the department to accomplish the department's mission with the cooperation of the public and with minimal reliance upon the use of physical force. Members shall only use the force necessary to perform their duties and in accordance with department policy.

460.10 DISTURBANCE RESOLUTION MODEL (WILEAG 5.1.2, 5.1.4)

It is the policy of the Milwaukee Police Department that all uses of force will comply with the state of Wisconsin Defense and Arrest Tactics (DAAT) Disturbance Resolution Model, Intervention Options, as outlined below:

A. APPROACH CONSIDERATIONS

Decision Making	Justification
	Desirability
Tactical Deployment	Control of distance
	Positioning (relative positioning / relative positioning with multiple subjects)
	Team Tactics
Tactical Evaluation	Threat Assessment Opportunities
	Officer/subject factors
	Special circumstances
	Level/stage/degree of stabilization

B. INTERVENTION OPTIONS

MODE	PURPOSE
Presence	To present a visible display of authority
Dialogue	To verbally persuade
Control Alternatives	To overcome passive resistance, active resistance, or their threat
Protective Alternatives	To overcome continued resistance, assaultive behavior, or their threats
Deadly Force	To stop the threat

1. Department authorized and issued less lethal weapons include an approved wooden baton, approved expandable baton, TASER™ X2 ECD, and MK-3 (small canister) and MK-4 (large canister) Oleoresin Capsicum.
 - a. Members shall refer to SOP 465 Hand Held Chemical Agent and SOP 467 Electronic Control Device regarding the use of Oleoresin Capsicum and electronic control devices, which are control alternatives.
 - b. The approved wooden baton and approved expandable baton are intermediate weapons under protective alternatives. The goal of using a baton is to impede a subject, preventing him or her from continuing resistive, assaultive, or otherwise dangerous behavior.
2. Department authorized and issued less lethal weapons issued to the Tactical Enforcement Unit include:
 - a. Launchers, chemical delivering systems, and hand delivered chemical grenades, which are control alternatives.
 - b. Hand held delivered impact munitions, weapon delivered impact munitions, distraction devices, weapon delivered chemical barricade ferret munitions, weapon delivered chemical muzzle blast munitions, and weapon delivered breaching rounds, which are protective alternatives.
 - c. Members shall refer to the Tactical Enforcement Unit SOI regarding the use of less lethal weapons issued to the Tactical Enforcement Unit.

C. FOLLOW-THROUGH CONSIDERATIONS

Stabilize	Application of restraints, if necessary
Monitor/Debrief	Maintain alertness (subject's condition, etc) / Communication (normalize scene)
Search	If appropriate
Escort	If necessary
Transport	If necessary
Turn over/Release	Removal of restraints, if necessary

Note: Police members shall be trained and qualified in the safe and proficient use of department authorized and issued firearms. Police members shall be required to qualify with a state certified department firearms instructor prior to being authorized to carry such firearms and shall be required to maintain their qualification in order to ensure continual safe and proficient firearm use. All sworn members shall receive a copy and demonstrate their understanding of this directive before being authorized to carry any firearm.
(WILEAG 5.1.2.2)

460.15 OBJECTIVE REASONABLENESS (WILEAG 5.1.1)

The use of force by a police member must be objectively reasonable. Police members

shall use only the force necessary to effectively maintain control of a situation and protect the safety of police members and the public. Objective reasonableness is judged from the perspective of a reasonable police member facing similar circumstances and is based on the totality of the facts known to the police member at the time the force was applied, along with the member's prior training and experience, without regard to the underlying intent or motivation of the police member.

460.20 AMOUNT OF FORCE (WILEAG 5.1.2, 5.1.3)

- A. Force that is intended or likely to cause great bodily harm or death, may only be used as a last resort:
 - 1. If reasonable under all the circumstances then existing to prevent great bodily harm or death to the officer or a third party;
 - 2. When necessary to prevent a suspect's escape and the officer has probable cause to believe that the suspect presently poses a significant threat of great bodily harm or death to the officer or others;
(WILEAG 5.1.2.1)
 - 3. To kill an animal if the officer or another person is threatened with serious bodily harm by the animal or otherwise to provide for the safety of the general public; or
 - 4. To kill an animal that has been so badly injured that its destruction would prevent further suffering.
- B. Police members may draw or display their firearms in circumstances where they reasonably believe it may be necessary to use their firearm in the performance of their duties.
- C. The firing of warning shots is prohibited. When feasible, a verbal warning should be given prior to the use of force likely to cause great bodily harm or death.
- D. Police members shall not discharge their firearm at a person who presents a danger only to him or herself (e.g., attempted suicide).

460.25 DUTY TO INTERVENE

Any officer who personally observes another officer using force, which the observing officer believes to be beyond that which is objectively reasonable under the circumstances, shall reasonably attempt to intervene to prevent the use of such excessive force, if the observing officer is in a position to do so, and if any such intervention does not jeopardize safety. Any such intervening officer shall promptly report their observations, along with his/her own intervening actions to a supervisor. A failure to intervene in any unreasonable use of force, when there is an opportunity to do so, demonstrates a lack of courage, and a violation of the Code of Conduct.

460.30 DISCHARGE OF FIREARM INCIDENTS (WILEAG 5.3.3)**A. SHOOTING OF ANIMALS**

Whenever a police member shoots an animal and there is no personal injury or property damage, and all rounds are accounted for, the member's field supervisor shall conduct the use of force investigation and file the *Use of Force Report* in the AIM system, unless directed otherwise by higher authority. The supervisor shall indicate in the subject tab, the type of animal (e.g., dog, deer) and fill out the applicable subject details (e.g., injuries, photos, animal breed).

B. ACCIDENTAL / UNINTENTIONAL DISCHARGE

Whenever a police member accidentally or unintentionally discharges a firearm regardless of personal injury or property damage, the Criminal Investigation Bureau shift commander shall be notified and make the determination who shall be assigned to conduct the use of force investigation and file the *Use of Force Report*.

C. INTENTIONAL DISCHARGE

Whenever a police member intentionally discharges a firearm at a person (regardless of whether personal injury or property damage occurs), the member shall promptly notify his/her shift commander of such fact. The shift commander shall promptly notify the Criminal Investigation Bureau shift commander, who shall assign a police lieutenant to conduct the use of force investigation and file the *Use of Force Report*.

D. ASSIGNMENT TO ADMINISTRATIVE DUTY

Whenever a police member's actions or use of force results in death or great bodily harm to another, the member shall be placed on administrative duty pending an administrative review.

460.35 RESTRICTIONS ON DISCHARGING FIREARMS

- A. Discharging a firearm at or from a moving vehicle shall only be done in the following circumstances and only when all other reasonable alternatives have been exhausted or deemed unacceptable.
 - 1. A police member shall not discharge a firearm at the driver or occupant(s) of a moving vehicle, or the vehicle itself, unless deadly physical force is being used against the police member or another person by means other than a moving vehicle, or, the moving vehicle poses an imminent and ongoing threat of substantial physical harm to the police member or another person from which there is no reasonable means to escape, and the risks are outweighed by the need to use deadly physical force. Once the threat of the moving vehicle ceases, a police member shall not discharge his or her firearm at the vehicle.
 - 2. Police members shall not intentionally place themselves to either the front or the rear of a moving vehicle's path. If they find themselves in danger from a moving vehicle, they shall attempt to move out of the way, if possible, rather than

discharge their firearm. Firing at a moving vehicle will not, in most circumstances, stop the vehicle. Further, should the driver be wounded or killed, the vehicle may still continue in motion.

3. A police member shall not discharge a firearm from a moving vehicle unless deadly physical force is being used against the police member or another person by means other than a moving vehicle (e.g., fired upon), and the risks are outweighed by the need to use deadly force.
4. Police members shall not reach into or place any part of their bodies inside a driver occupied vehicle during a traffic stop or field interview.

460.40 RENDERING FIRST AID FOLLOWING USE OF FORCE

Following the use of lethal or less lethal weapons, or other applications of force, members shall render or request medical aid, if needed or if requested by anyone, as soon as reasonably possible. This may include detecting obvious change in condition or behavior, clearing chemical agents from the eyes, providing first aid, evaluation by emergency medical services or immediate aid by medical professionals.

460.45 USE OF FORCE REPORT (PF) (WILEAG 5.2.1, 5.3.1, 5.3.2)

A. PURPOSE

The *Use of Force Report* is designed to document those incidents involving the use of force by department members as described herein. The report shall be completed by a supervisory officer of a higher rank than the member that used force, except for supervisors assigned to the Internal Affairs Division - Risk Management who can investigate and complete a *Use of Force Report* for any department member.

B. WHEN TO FILE REPORT

1. The *Use of Force Report* shall be completed by a supervisory officer when a department member:
 - a. Discharges a firearm except in a training situation or for lawful recreational purposes.
 - b. Uses a baton to strike a subject or animal in the line of duty.
 - c. Discharges an irritant, chemical, or inflammatory agent.
 - d. Deploys an electronic control device to include contact stun and probe deployment.
 - e. Department canine bites a person.

Note: This section does not apply when a department canine bites a person during a training session. If the department canine bites a

person during a training session, the bite shall be documented on a *Department Memorandum* (form PM-9E) and forwarded through the chain of command to the commanding officer of the Specialized Patrol Division.

- f. Forcible blood draws requiring use of force to obtain a sample where a subject claims injury or is injured as a result of police action.
- g. Uses bodily force that involves focused strikes, diffused strikes, or decentralizations to the ground.
- h. Uses any type of force in which a person is injured or claims injury, whether or not the injury is immediately visible.
(WILEAG 5.3.1.1, 5.3.1.2, 5.3.1.3, 5.3.1.4)

Note: When in doubt as to whether a use of force incident should be documented on a *Use of Force Report*, notify your shift commander or immediate supervisor for guidance and direction.

- 2. The supervisor responsible for filing a *Use of Force Report* shall obtain a number in the AIM system prior to securing from duty on the date in which the incident occurred. The member(s) and subject(s) names, date, time and location of the incident shall also be entered on the same date the number was generated.
- 3. In any situation which triggers the filing of a *Use of Force Report* photographs must be taken of the subject against whom force was used, to illustrate any injury or lack thereof.
- 4. The *Use of Force Report* is to be completed and tracked to the appropriate supervisor/shift commander within 3 days of the incident. A critical incident *Use of Force Report* shall be filed in accordance with section 460.45.
- 5. Each subsequent review by the shift commander/commanding officer shall be completed and tracked in an expeditious manner.
- 6. Reports shall be thoroughly completed and reviewed within thirty (30) days following the date on which the incident occurred and then tracked to the Internal Affairs Division - Risk Management.
- 7. The Internal Affairs Division - Risk Management shall review reports within fourteen (14) days following receipt from the commanding officer of that work location.

C. NOTIFICATION

- 1. Members using force as described in 460.45(B) shall, as soon as possible, notify their immediate supervisor. The supervisor shall determine if the use of force resulted in injury, great bodily harm, or death to a person.
- 2. Department members having knowledge of uses of force as described in 460.45(B)

shall as soon as possible also notify their immediate supervisor.

3. If the use of force resulted in great bodily harm or death to a person, or if injury was sustained as a result of the member's use of a firearm, the supervisor shall notify his/her shift commander. The shift commander shall then notify the Criminal Investigation Bureau shift commander.
4. Whenever a police member intentionally discharges a firearm at a person (regardless of whether personal injury or property damage occurs), the member shall promptly notify his/her shift commander of such fact. That shift commander shall promptly notify the Criminal Investigation Bureau shift commander.
5. All Other Types of Force

If the use of force did not involve great bodily harm or death to a person, but involved a use of force as otherwise listed above, the responding supervisor shall notify his/her shift commander. The shift commander may consult with the Criminal Investigation Bureau shift commander to determine if the field supervisor or a police lieutenant shall conduct the use of force investigation and complete the *Use of Force Report*. The Criminal Investigation Bureau shift commander shall assign a police lieutenant to investigate the more serious or complex use of force incidents.

D. SPECIFIC DIRECTIONS

Following are specific directions for completing the *Use of Force Report*:

1. General Information
 - a. Complete all fields (e.g., incident type, dates, times, address, and status).
 - b. The address, the location of the subject at the time the use of force was initiated, must be verified.
 - c. Details
 1. Indicate the location and lighting of the use of force.
 2. Indicate if video or audio was available and the name of the supervisor who reviewed the video. Supervisors shall attempt to obtain and review all video and/or audio recordings that may have captured the incident including video/audio from body worn cameras, mobile digital video / audio recording equipment, surveillance cameras, pole cameras, video obtained from citizens, etc. An electronic (CD/DVD) copy of any recovered video shall be forwarded to the Internal Affairs Division – Risk Management.
 3. Identify all citizen witnesses and include their name, sex, race, birth date, address, and phone number. For department members who are witnesses, complete only the name field using rank and name. For more than three witnesses, include all others in the notes/narrative section.

2. Subject

Identify the person who was the object of the use of force. If several people were the objects of the force in a single incident, enter all subjects under the subject tab and complete all subject details

3. Employees

Identify all members who used force in the incident by entering them under the employee tab and linking them to the subject(s). Complete all employee details, including use of force details. Members who were present, but did not use force, are to be included in the details-witness fields.

- a. Duty status: All members taking action in their official capacity are on duty. For the purpose of this report, indicate "Off Duty" if the member was off duty immediately prior to the incident.
- b. Number of officer(s): Indicate whether the member was assigned to a one-officer or two-officer unit at the time of the incident.
- c. Type of force used: Indicate the type(s) of force used (e.g., ECD, bodily force, firearm).
- d. Bodily force: Indicate yes or no. Identify through use of DAAT terminology the specific type of force employed, followed by a bodily force description. For example: compliance hold (pressure points, come-along); decentralization; focused strike (hand, forearm, kick); or diffused strike, etc.
- e. Baton: Indicate yes or no, the type, and the number of strikes.
- f. Irritant/chemical/inflammatory: Indicate yes or no, the type of substance used: CS gas, or OC, including the amount discharged and the distance discharged.
- g. Firearm: Indicate yes or no, the specific type of firearm used to include the make, model and serial number. Include the number of shots fired.
- h. Less lethal type: 12 gauge bean bag, Sage SL6 40MM.
- i. ECD: Indicate yes or no, number of cycles, and the serial number.
- j. TEU related: Indicate yes or no.
- k. Forced blood draw: Indicate yes or no. Include the description of the force used. See SOP 120.55.

4. Notes

- a. Describe in a detailed narrative the incident and events leading to the use of force.

- b. Statements shall be separately obtained and documented from the person the force was used against, from the officer(s) using force, and from all citizen and officer witnesses. An explanation of why there was no statement obtained from any of the aforementioned shall also be included.
- c. If the use of force resulted from a field interview, traffic stop, or other proactive activity, describe in detail the reasonable suspicion for the initial stop, pat-down, and/or search.
- d. Describe in detail any events captured by video and audio recordings (e.g., body worn cameras, mobile digital video / audio recording equipment, pole cameras, private surveillance cameras, video obtained from citizens). Supervisors shall include a time stamp(s) in their report indicating the specific times of significant events captured by video.

E. ADDITIONAL REPORTS AND INVESTIGATION

1. A written report from the member who uses force as defined in this order is not required if such member has given a detailed statement to the respective Criminal Investigation Bureau lieutenant or the field supervisor. However, this does not preclude further statements, or written reports by the member using force when so directed by the Chief of Police.
2. Whenever the use of force by a member is investigated as a personnel investigation, a claim, a notice of injury, or a summons and complaint is filed with the city of Milwaukee naming a member of the department, the member in question shall submit additional reports or provide statements when so directed by a supervisor.

F. INTERNAL AFFAIRS DIVISION - RISK MANAGEMENT RESPONSIBILITIES

1. The Internal Affairs Division – Risk Management shall be responsible for the retention of all *Use of Force Reports* via the AIM system.
2. The commanding officer of Internal Affairs Division – Risk Management shall provide the *Use of Force Report* to the Police Academy for training purposes.
3. Use of force data will be analyzed / audited on a regular basis by the Internal Affairs Division - Risk Management.

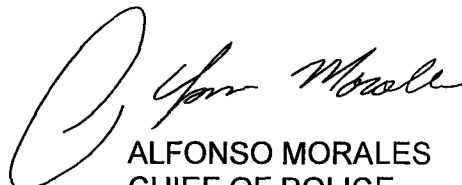
G. COMMANDING OFFICER'S REVIEW AND RECOMMENDATION

1. The member's commanding officer shall review the AIM system *Use of Force Report* and enter a recommendation under "Incident Tracking". When the commanding officer determines the use of force is in compliance, these reports shall be forwarded through "Incident Tracking" and general information "Status" directly to the appropriate supervisor of the Internal Affairs Division - Risk Management.
2. If the review finds the member's use of force was not in compliance, training is

needed, or if there are serious injuries requiring admission to a hospital or if death occurs, the commanding officer shall enter a recommendation under "Incident Tracking". These reports shall be forwarded through "Incident Tracking" and general information "Status" directly to their respective bureau commander. Commanding officers may, at any other time they believe notification to their bureau commander is warranted, forward the *Use of Force Report* to their bureau commander.

460.50 USE OF FORCE COMMITTEE

- A. A Use of Force Committee shall conduct periodic comprehensive reviews of all use of force issues affecting the department.
- B. The Chief of Police shall appoint police members to the Use of Force Committee, who shall serve a one-year term, subject to extension at the discretion of the Chief of Police.
- C. The department's range master and a supervisor from Office of Management Analysis and Planning shall be standing members of the Use of Force Committee and shall not be subject to the aforementioned term limit.
- D. The Use of Force Committee shall meet quarterly, or as otherwise directed by the Chief of Police, and shall focus on, but not be limited to, the following:
 - 1. Appropriateness of use of force by department members.
 - 2. Proper field supervision and supervisory review of use of force incidents.
 - 3. Application and effectiveness of department policies and procedures concerning the use of force.
 - 4. Proper use and effectiveness of equipment.
 - 5. Effectiveness of use of force training.
 - 6. Identification of training needs and opportunities for department members.
- E. The Use of Force Committee shall prepare a written report of the committee's finding and/or recommendations, and submit such report to the Chief of Police within ten (10) days of the completed quarterly or directed review.
- F. Any recommendations or other matters for consideration by the Use of Force Committee shall be forwarded through the chain of command to the Office of the Chief.



ALFONSO MORALES
CHIEF OF POLICE



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

March 23, 2020

The Honorable Thomas Barrett
City of Milwaukee
200 East Wells Street, City Hall
Milwaukee, WI 53202-3515

Dear Mayor Barrett

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Milwaukee for an award under the OJP funding opportunity entitled "BJA FY 20 Presidential Nominating Conventions." The approved award amount is \$50,000,000. These funds are for the project entitled Funding to Support the 2020 Presidential Nominating Convention.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Milwaukee accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Stephen Fender, Program Manager at (202) 616-8241, and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or email ask_oefo@usdoj.gov

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl



Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

March 23, 2020

The Honorable Thomas Barrett
City of Milwaukee
200 East Wells Street
City Hall
Milwaukee, WI 53202-3515

Dear Mayor Barrett

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/EgalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs), and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 C.F.R. Part 42, subpart F, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), 205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Office of the Chief Financial Officer

Washington D C 20531

March 23, 2020

The Honorable Thomas Barrett
City of Milwaukee
200 East Wells Street
City Hall
Milwaukee, WI 53202 - 3515

Reference Grant Number 2020-/C-BX-0002

Dear Mayor Barrett

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below

Category	Budget
Personnel	\$4,977,956
Fringe Benefits	\$73,002
Travel	\$0
Equipment	\$5,883,420
Supplies	\$3,354,610
Construction	\$0
Contractual	\$33,211,012
Other	\$0
Total Direct Cost	\$47,500,000
Indirect Cost	\$2,500,000
Total Project Cost	\$50,000,000
Federal Funds Approved	\$50,000,000
Non-Federal Share	\$0
Program Income	\$0

Match is not required for this grant program

All individual consultant fees in excess of \$650 per 8 hour day require prior approval of OJP

The line item labeled "Contractual" may include contracts, subawards, or consultants.

All Sole Source procurements in excess of \$250k. require prior approval by OJP. A written justification including an itemized budget of the procurement amount will need to be submitted via a Grant Adjustment Notice (GAN)

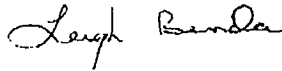
The applicant is a local government unit and is not required to submit an indirect cost rate agreement. The grantee must retain the cost allocation plans on file for audit purposes.

If you have questions regarding this award, please contact

- Program Questions, Stephen Fender Program Manager at (202) 598-9490
- Financial Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov

Congratulations, and we look forward to working with you

Sincerely,

A handwritten signature in cursive script that reads "Leigh Benda".

Leigh Benda
Chief Financial Officer



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 17

1 RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Milwaukee
200 East Wells Street City Hall
Milwaukee, WI 53202-3515

4 AWARD NUMBER 2020-ZC BX-0002

5 PROJECT PERIOD FROM 10-01-2019 TO 03-31-2021

BUDGET PERIOD FROM 10-01-2019 TO 03-31-2021

6 AWARD DATE 03-23-2020

7 ACTION

8 SUPPLEMENT NUMBER
00

Initial

2a. GRANTEE IRS VENDOR NO

396005532

2b. GRANTEE DUNS NO

006434211

3 PROJECT TITLE

Funding to Support the 2020 Presidential Nominating Convention

9 PREVIOUS AWARD AMOUNT

\$ 0

10 AMOUNT OF THIS AWARD

\$ 50,000,000

11 TOTAL AWARD

\$ 50,000,000

12 SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13 STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20 HJA Presidential Nominating Conventions, the Department of Justice Appropriations Act, 2020 Pub. L. 116-93, 133 Stat. 2317, 2407

14 CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 Edward Byrne Memorial Justice Assistance Grant Program

15 METHOD OF PAYMENT

QPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Thomas Barrett
Mayor

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD ACT	OPC	DIV REG	SUB.	POMS	AMOUNT
N	B	ZC	80	00	00		50000000

21. VZCLGT0042



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 17

PROJECT NUMBER 2020-ZC BX-0002

AWARD DATE 03/23/2020

SPECIAL CONDITIONS

1 Requirements of the award, remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2 Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access. Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with or differ in some way from the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 17

PROJECT NUMBER 2020-ZC BX 0002

AWARD DATE 03/23/2020

SPECIAL CONDITIONS

3 Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4 Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5 Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6 Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f) and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 17

PROJECT NUMBER 2020-ZC-BX-0002

AWARD DATE 03/23/2020

SPECIAL CONDITIONS

7 Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8 Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM) currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/explore/SAM.htm> (Award condition System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 17

PROJECT NUMBER 2020-ZC-BX-0002

AWARD DATE 03/23/2020

SPECIAL CONDITIONS

9 Employment eligibility verification for hiring under the award

1 The recipient (and any subrecipient at any tier) must--

A Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2)

B Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens

C Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2)

D As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements as well as records of all pertinent notifications and trainings

2 Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition

3 Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition

4 Rules of construction

A Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds

C "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States and the Commonwealth of the Northern Mariana Islands

D Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 17

PROJECT NUMBER 2020-ZC BX-0002

AWARD DATE 03 23 2020

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law

I Nothing in this condition including in paragraph 4 B, shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2)

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance

10 Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R. 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach

11 All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract")

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here

12 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)) and are incorporated by reference here



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 7 OF 17

PROJECT NUMBER 2020-ZC BX 0002

AWARD DATE 03/23/2020

SPECIAL CONDITIONS

13 Unreasonable restrictions on competition under the award, association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1 No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[d] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2 Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3 Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4 Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 8 OF 17

PROJECT NUMBER 2020-ZC BX-0002

AWARD DATE 03 23 2020

SPECIAL CONDITIONS

- 14 Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees") or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here

- 15 Determination of suitability to interact with participating minors

SCOPE: This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here

- 16 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide")

- 17 Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010 and other applicable laws

- 18 OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesforGrantees-Subgrantees.htm>



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 9 OF 17

PROJECT NUMBER 2020-ZC BA-0002

AWARD DATE 03/23/2020

SPECIAL CONDITIONS

19 Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20 Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/1 CFR/page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 10 OF 17

PROJECT NUMBER 2020-ZC HN 0002

AWARD DATE 03/23/2020

SPECIAL CONDITIONS

24 Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25 Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26 Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award: (1) submitted a claim that violates the False Claims Act, or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by: (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W., Suite 7100, Washington, DC 20530, and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Annual Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 11 OF 17

PROJECT NUMBER 2020-ZC-BX-0002

AWARD DVTL 03.23.2020

SPECIAL CONDITIONS

27 Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information

1 In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency

2 If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above, and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation, and

b. it certifies that if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict) reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 12 OF 17

PROJECT NUMBER 2020-ZC BX-0002

AWARD DATE: 03/23/2020

SPECIAL CONDITIONS

28 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal, notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29 Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30 Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk; 2. The date the recipient was designated high risk; 3. The high risk point of contact at that federal awarding agency (name, phone number, and email address); and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31 Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to, withholdings and/or other restrictions on the recipient's access to award funds, referral to the DOJ OIG for audit review, designation of the recipient as a DOJ High Risk grantee, or termination of an award(s).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 13 OF 17

PROJECT NUMBER 2020-ZC-HX-0002

AWARD DATE 03/23/2020

SPECIAL CONDITIONS

32 FFA/FA reporting Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/explore/FFATA.htm> (Award condition Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

33 Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34 Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SI 425.

35 Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36 Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37 Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies. If OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 14 OF 17

PROJECT NUMBER 2020-ZC JN-0002

AWARD DATE 03/23/2020

SPECIAL CONDITIONS

38 Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

39 Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

40 Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

41 Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

42 Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

43 The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 17

PROJECT NUMBER 2020-ZC BX-0002

AWARD DATE 03/23/2020

SPECIAL CONDITIONS

- 44 With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)
- This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
- 45 The recipient agrees that it will submit monthly status reports to OJP on-line as an attachment to a Program Office Approval Grant Adjustment Notice (GAN), not later than 15 days after the end of each calendar month. These reports should provide a list of expenditures by budget category to date, as approved in the application budget or subsequent budget revision GAN. Additionally, the reports should describe any projected delays to the project, or actual delays to date.
- 46 All revisions to the budget, whether within a line item or across budget categories, must be submitted for prior approval by OJP. A Budget modification Grant Adjustment Notice (GAN) must be submitted once these revisions are determined by the recipient and no grant funds may be obligated or expended on new budget items until the GAN is approved.
- 47 Any and all Memoranda of Understanding (MOU) entered into by and between the grantee and any and all other jurisdictions engaged in the performance of work under this grant should include a certification by those participating jurisdictions affirmatively acknowledging grant funds will not be used to supplant local and/or state funds. More information about supplanting can be found in the DOJ Grants Financial Guide - <http://ojp.gov/financialguide/DOJ/index.htm>
- 48 The recipient agrees to monitor subawards under this award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Grants Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
- 49 The recipient must submit a certification to BJA that all grant-funded equipment has been purchased and is already operational as of the date of the certification. The certification must be received by BJA no later than fourteen (14) calendar days prior to the commencement date of the presidential nominating convention with respect to which the grant is made. No funds awarded under this grant may be obligated, expended or drawn down to cover costs for any equipment that is not covered by the certification.
- 50 At least thirty (30) days prior to the commencement of the Presidential Nominating Convention, the recipient must submit to the BJA, documentation that identifies by name, all state and local law enforcement agencies/jurisdictions that the recipient anticipates to reimburse with grant funds for security and related costs, including overtime associated with the Presidential Nominating Convention. No grant funds may be used for reimbursement of a state or local law enforcement agency/jurisdiction which is not included on this list, without specific approval by the BJA Director. The BJA Director maintains the right to deny reimbursable expenditures incurred by the grantee if the expenditures are otherwise ineligible for reimbursement under any other applicable statute, regulation or award provision.
- 51 The grantee shall make its unclassified operational security plan including any amendments thereto, available for inspection by designated BJA officials during site visits conducted by BJA, or upon request by, and for review by, the BJA Director.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 16 OF 17

PROJECT NUMBER 2020-ZC-BX-0002

AWARD DATE 03/23/2020

SPECIAL CONDITIONS

- 52 The recipient understands and acknowledges that for purposes of this award, food and/or beverages expenses are deemed reasonable and allowable only to the extent that: 1) such costs are directly related to law enforcement and related security operations associated with the Presidential Candidate Nominating Convention, 2) such costs have been specifically included in the budget approved by OJP; 3) such costs are consistent with threshold limits established by OJP in the Financial Guide, and 4) actual costs related to food and beverage are reported directly to OJP after the convention. The recipient may not expend funds for food and/or beverage expenses that are related to other conferences or meetings, or are otherwise deemed unreasonable or unallowable by BJA and/or OJP's Office of the Chief Financial Officer (OCFO).
- 53 The award recipient agrees to provide a fair and transparent process for jurisdictions that are hosting official Convention events, or providing agreed upon mutual assistance, to receive reimbursement for reasonable law enforcement-related costs from the appropriated funds, and disburse grant funds to all authorized mutual aid partners involved in law enforcement and related law enforcement activities in a timely manner. BJA reserves the right to freeze grant funds via a Grant Adjustment Notice at any time during the course of this award if any part of this special condition is not adhered to by the award recipient.
- 54 The recipient acknowledges that five percent (5%) of the total award amount will be withheld until 90 days prior to the award end date. To remove this withholding condition, the recipient must submit to BJA for its review and approval a timeline for the closure of the grant, along with an assurance by the grantee that all documents necessary for closeout will be submitted no later than 90 days after the award end date. The grantee will also submit, along with the timeline and necessary closeout documents, a list of all remaining expenditures (designated by approved budget category) planned for the withheld funds. The grantee also agrees to submit any other supporting documentation deemed necessary by BJA prior to the release of the withheld funds. BJA will issue a Grant Adjustment Notice to remove this condition only upon its receipt and approval of this additional documentation. No portion of the five percent in withheld funds may be expended or drawn down until the recipient receives notice of this GAN approval.
- 55 Recipient integrity and performance matters. Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIS.
- The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM") to the designated federal integrity and performance system (currently, "FAPIS").
- The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.
- 56 The recipient agrees to complete all grant draw downs on a reimbursement-only basis.
- 57 None of the funds of this award may be used for subawards that are awarded on the basis of partisan political considerations.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 17 OF 17

PROJECT NUMBER 2020-ZC BX-0002

AWARD DATE 03/23/2020

SPECIAL CONDITIONS

- 58 For any subawards made to the Host Committees, the grantee must conduct subrecipient monitoring and may only provide grant funds to these organizations on a direct reimbursement basis for all supported costs once confirmed. Grant funds cannot be subawarded directly for the full amount of the subaward to these entities in order to ensure adequate oversight of grant funds. Any adjustments to this monitoring and reimbursement process for the Host Committees must be approved in advance by BJA in writing.

- 59 Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless as set forth in 34 U.S.C. 10152 the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

- 60 Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA:

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction,
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places,
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size,
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used for example in office, household, recreational, or education environments, and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/funding/nepa.html> for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Milwaukee

Awards under this program will be used to provide support for law enforcement expenditures and related security costs, including overtime. All recipients must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant. The specified activities requiring environmental analysis are: a. New construction; b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/funding/nepa.html>. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY

Grant

PROJECT NUMBER

2020-ZC-BX-0002

PAGE 1 OF 1

This project is supported under FY 20 BJA Presidential Nominating Conventions, the Department of Justice Appropriations Act 2020 Pub L 116-93 133 Stat 2317 2407

1 STAFF CONTACT (Name & telephone number)

Stephen Fender
(202) 598-9190

2 PROJECT DIRECTOR (Name, address & telephone number)

Steven Mahan
Director
200 East Wells Street
Milwaukee, WI 53202 3515
(414) 708-0973

3a TITLE OF THE PROGRAM

BJA FY 20 Presidential Nominating Conventions

3b POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4 TITLE OF PROJECT

Funding to Support the 2020 Presidential Nominating Convention

5 NAME & ADDRESS OF GRANTEE

City of Milwaukee
200 East Wells Street City Hall
Milwaukee WI 53202 3515

6 NAME & ADDRESS OF SUBGRANTEE

7 PROGRAM PERIOD

FROM 10-01-2019 TO 03-31-2021

8 BUDGET PERIOD

FROM 10-01-2019 TO 03-31-2021

9 AMOUNT OF AWARD

\$ 50,000,000

10 DATE OF AWARD

03-23-2020

11 SECOND YEAR'S BUDGET

12 SECOND YEAR'S BUDGET AMOUNT

13 THIRD YEAR'S BUDGET PERIOD

14 THIRD YEAR'S BUDGET AMOUNT

15 SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Democratic National Convention (DNC) will be held July 13-16, 2020, in Milwaukee Wisconsin. The DNC was designated a National Special Security Event (NSSFE) by the Department of Homeland Security. With NSSFE status, the United States Secret Service (USSS) is the lead agency in charge of security for the DNC. The recipient will utilize grant funds to provide support for law enforcement expenditures and related law enforcement activities, including overtime associated with the 2020 DNC. The stated purpose of this funding is to provide support for law enforcement activities, including personnel, necessary equipment and overtime costs associated with the 2020 Republican Democratic Presidential Candidate Nominating Convention.

There is a requirement that each grantee/fiscal agent receiving an award will:

- Utilize grant funds for law enforcement activities incurred during the 2020 Republican Democratic Presidential Nominating Convention
- Fully explore other non-federal funding streams to ensure that Federal funds are being used to supplement, and not supplant, available state, local or other

sources and obtain required Memorandums of Understanding (MOUs):

- Carefully manage the drawdown of grant funds based on approved costs and adhere to the DOJ Financial Guide rules on cash management
- Ensure that written and properly executed mutual aid agreements are in place and that funds can be reimbursed in a timely manner.
- Provide a fair and transparent process for other jurisdictions that may be hosting official Convention events, or providing agreed upon mutual assistance to the host city to receive reimbursement for reasonable security related costs from the appropriated funds.
- Develop and utilize a centralized documented authorization process for expenditure of award funding for purposes of accountability and transparency
- Participate in training on the prevention of Fraud Waste and Abuse delivered by the Department of Justice Office of the Inspector General (DOJ OIG) prior to the conventions

NCA NCF

milwaukee journal sentinel

ELECTIONS

Police departments begin to withdraw from security agreements for 2020 DNC, some citing directive on crowd munitions

Bill Glauber, Ashley Luthern, Mary Spicuzza and Alison Dirr Milwaukee Journal Sentinel

Published 6:53 p.m. CT Jul. 27, 2020 | Updated 6:02 p.m. CT Jul. 28, 2020

At least 100 law enforcement agencies have withdrawn agreements to send personnel to next month's Democratic National Convention, some of them citing orders to Milwaukee's police chief to cease the use of tear gas and pepper spray during demonstrations.

The withdrawals cast doubt on a program to bring about 1,000 police officers from outside agencies to help shore up security for the event, scheduled for the week of Aug. 17. Among the agencies confirmed to have withdrawn are police departments in Fond du Lac, Franklin, Greendale and West Allis.

Asked on Monday if the agreements were collapsing, Fond du Lac Police Chief William Lamb said, "Yes," adding that he expects other agencies from across the state to withdraw from the program.

"We regret having to do that," said Lamb, who chairs the Wisconsin Police Executive Group, which consists of police chiefs from cities with populations of more than 20,000 people.

The action by Lamb and others comes as Milwaukee's Fire and Police Commission issued a directive last week to Milwaukee Police Chief Alfonso Morales to change department policy to discontinue the use of tear gas and pepper spray.

Morales spoke to several media outlets Tuesday and told at least one that more than 100 law enforcement agencies had backed out of agreements with the city for security at the convention. In a letter to the U.S. Department of Justice sent two weeks ago, Milwaukee officials listed fewer than 60 partner agencies as assisting with DNC security.

Police confirmed Tuesday afternoon that more than 100 law enforcement agencies are no longer assisting with the event.

"MPD's top priority remains to ensure that next month's DNC is a safe event for all visitors and participants," the department said in the statement.

Morales abruptly postponed a scheduled interview with the Milwaukee Journal Sentinel Tuesday afternoon.

"We respect the Fire and Police Commission's decision," Lamb said in an interview. "But in this particular case, we strongly disagree with the actions they've taken. We believe (that) in removing those tools, the use of chemical irritants or pepper spray, from the available resources that the law enforcement officers would have at their disposal if protests become non-peaceful would severely compromise the safety of the public and also the safety of the law enforcement officers who would be assigned to protect the DNC."

Lamb sent a letter to Milwaukee police on July 6 outlining his organization's concerns about limiting the use of tear gas and pepper spray. His group has not received a reply, he said, but added that he understands that the situation in Milwaukee is "fluid."

West Allis police first sent a letter to Morales with concerns in mid-June after Milwaukee's Common Council temporarily halted the purchase of those chemicals. A more recent bid for barricades, pepper spray, a "tactical gas delivery system," food and drink for officers and other equipment appears on its way to being fulfilled.

But then came the directive from the Milwaukee Fire and Police Commission.

"Our concern is that in the event protests turn non-peaceful, such a policy would remove tools from officers that may otherwise be legal and justifiable to utilize in specific situations," West Allis Deputy Chief Robert Fletcher said in an email.

The decision to withdraw was not done lightly, he said, but the department believed such a policy would compromise the safety of officers and the public.

Franklin Police Chief Rick Oliva raised similar concerns in a letter he sent to Morales last week stating that his agency was no longer sending personnel to assist at the convention "due to recent decisions by Milwaukee elected and appointed officials."

"It is apparent there is a lack of commitment to provide the Milwaukee Police Department with the resources it needs to ensure the safety of peaceful protesters, attendees, citizens and police personnel," Oliva wrote in his July 23 letter, copies of which were sent to Mayor Tom

Barrett, the Common Council president and the FPC. "I can not send personnel if they are not properly equipped or will not be allowed to engage in appropriate actions which would ensure their safety."

Oliva noted in his letter that the agreement had said officers were to be provided "sufficient resources to handle multiple unruly persons," and that the deal allowed for early termination if the city "fails to comply with or perform any material term, condition or obligation contained in the agreement."

In a letter to Morales Tuesday, Greendale Police Chief Ryan Rosenow echoed Oliva's message and said he would no longer be sending officers to assist.

Waukesha's police chief said he is consulting with the city attorney's office on how to withdraw from the agreement, which had promised about two dozen Waukesha officers.

"My position is we're not going to be sending our officers to support the DNC," said Chief Daniel Thompson, who was hired in March after a 29-year career with the Milwaukee Police Department.

"I understand that use of chemical irritants and pepper spray is serious and those are to be used only when legally justified," he said. "But when you take that out of the continuum that doesn't leave the officers much other than getting harmed or using deadly force and that's not good for any officer or the public."

The Milwaukee Police Department declined to comment on the situation.

"For security purposes and the safety of the delegates and those attending the Democratic National Convention, the Milwaukee Police Department declines to comment on the staffing for its operational plan," according to a statement released Monday evening.

Griselda Aldrete, executive director of the FPC, referred questions about the issue to Commissioner Nelson Soler, who did not respond to an interview request. Soler serves as chairman of the Policies and Standards Committee, which is reviewing operating procedures for crowd control.

Other agencies remain, while some have stepped back for other reasons

Some agencies are still planning to send officers to assist with the event.

Green Bay Police Chief Andrew Smith said at this point his department is one of them.

"We made a commitment that we would assist Chief Morales and the Milwaukee Police Department," Smith said. "We intend to honor that commitment."

Glendale Police Captain Rhett Fugman said Monday that his department still plans to send five officers to assist with the DNC.

West Bend Police Chief Kenneth Meuler said he remains committed to sending about a dozen officers for the effort.

"I am confident that Chief Morales and city officials will work out an agreement to address the concerns that some of the other chiefs have raised," said Meuler, a former Milwaukee Police Department captain.

The Wisconsin State Patrol also still plans to provide security assistance at the DNC and so does the Rock County Sheriff's Office.

Milwaukee Common Council President Cavalier Johnson said the council has "only asked for transparency when it comes to the use of chemical irritants — especially during a time when tensions between law enforcement and the community need to be de-escalated."

"I'm very thankful to police forces from Green Bay, West Bend and other communities from across Wisconsin and the United States that not only will honor their commitment to provide security during the Democratic National Convention but also respect the moment that our nation is in as we collectively re-examine police-community relations," he said.

Others are no longer sending officers to help but said the decision was made independently of concerns about the COVID-19 pandemic and any recent directives.

Eau Claire Police Chief Matt Rokus said he decided against sending the 10 officers the agency had originally planned to send to assist with the convention in February.

"The commitment to send 10 officers was made by our previous chief, prior to my appointment," Rokus said.

He added that Eau Claire previously had three large local music festivals and another large event planned that would have coincided with the original July dates of the DNC in Milwaukee.

"It really had to do with local needs at the time," Rokus said.

New Jersey State Police said Monday that their deployment of about 55 people was canceled. No reason was given.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/04/2020
REPORTS & RECOMMENDATIONS	Police Department request for approval to purchase 911 Nextgen call recording and logging system	ITEM NUMBER G.3.
<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.</p> <p>MOTION TO UPGRADE OF 911 NEXTGEN</p> <p>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.</p> <p>A current quote for the project is \$23,877.50 (attached).</p> <p>COUNCIL ACTION REQUESTED:</p> <p>Motion to approve the purchase and installation of the Nelson Systems NexLog system.</p>		



Nelson Systems
I N C O R P O R A T E D

Office use only

Salesperson	Customer Sales Contact	Date	6/25/20
Jacob Jiles	Cindy Manke	Phone #	414-858-2670
Cust PO#	Customer Project Coordinator	Cust #	WO #
		Phone #	PO #
			Zone# 1

Prepared for: Franklin Police Department
9455 W Loomis Rd
Franklin, WI 53132

Ship To: SAME

System

Hardware/Software

Product No.	Description	Serial #	Unit Price	Qty	Total Price
NexLog740 DX					
NexLog740DX	NexLog 740 DX-Series base system 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel		\$7,995 00	1	\$7,995 00
DX701	Integrated 7" Color LCD Touch Screen Display		\$1,295 00	1	\$1,295 00
108233-000	Dual hot-swap power supplies, 120/240 VAC		Standard	1	\$0 00
DX730	Standard NexLog 740 DX-Series Archive 1 Blu-ray Drive (also supports single-side DVD-RAM media)		Standard	1	\$0 00
DX703	2 x 1TB fixed-mount s/w-RAID1 = 1TB storage		Standard	1	\$0 00
Rack Mount Kits					
324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740)		\$360 00	1	\$360 00
Analog Telephone/2-way Radio Channel					
DXANA16	Analog Telephone/2-way Radio Channel Record Card - 16 Channels Each		\$4,000 00	1	\$4,000 00
VOIP					
271052	Internal IP Recorder w/ 8 G 711 Ch Licenses		\$3,850 00	1	\$3,850 00
PSAP 9-1-1 Interface and Integrations					
209029	911 NENA ANI/ALI CAD Spill Integration		\$3,495 00	1	\$3,495 00
271140	Interface license for VESTA 911/Callworks IP Audio Recording		\$2,495 00	1	\$2,495 00
DX902	Motorola-Vesta SMS recording via i3 Logging Events		\$1,995 00	1	\$1,995 00

Install Kits				
109033-007	Quick Install Kit (Includes #264242-007 23FT Connector Cable & Punch down Block) STD Telco Pin-Out	\$300 00	1	\$300 00
Software				
271083	MediaWorks DX (Web) Concurrent Access for 8 Users	\$995 00	1	\$995 00
271098	Geo Search/View (requires Lat/Lon, MW PLUS, Google Maps)	\$995 00	1	\$995 00
115021	NexLog Reporting Engine (Enhanced Reporting)	\$995 00	1	\$995 00
Special Instructions/Transferred items do not order				
System Price (Total of Hardware and Software)				\$28,770.00
Services				
Services	Description	Rate	Qty	Total Price
	Installation and project management			\$2,000 00
	Training			\$300 00
Services Price				\$2,300.00

Maintenance Agreement

Standard		Yearly Amt	# of months	Total Price
*205-2000	8-5 Service GMA	\$2,626 55	12	\$2,626 55
DXSUS-12MO	Software Update Subscription from Eventide required with GMA purchase			\$843 30

Maintenance Price **\$3,469.85**

Summary

Solution Components		Price
System Price		\$28,770 00
Services Price		\$2,300 00
Maintenance Price	Declined	\$0 00
Discount	25 00%	-\$7,192.50
1 YEAR WARRANTY ON NEW HARDWARE AND SOFTWARE, 90 DAY WARRANTY FOR ADD ONS		
Freight and/or sales tax -- to be added if applicable.		\$0 00
Total Investment		\$23,877.50

Price for presentation purposes only, subject to change based on final configuration Price quotation does not include freight or sales tax -- to be added to invoiced amount as applicable Lease rates valid upon acceptance by leasing company Down payment of 50% on any orders over \$5,000 is required Final invoice to be sent upon delivery Invoices are net 10 days - 1 5% per mo on past due balances

Customer Acceptance _____ Date _____

Nelson Systems, Inc Representative _____ Sales Rep # _____ Date _____

This document becomes a confirmed sales order upon signature of customer and Nelson Systems, Inc representative

Pricing valid for 60 days

Possession of Equipment

I have verified that our facility has received all equipment purchased from Nelson Systems, Inc , including CD's, manuals, etc

Authorized Signature _____ Date _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE August 4, 2020
REPORTS AND RECOMMENDATIONS	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	ITEM NUMBER 6.4.

This subject matter was put over to this meeting at the July 21, 2020 Council meeting. A copy of the above-entitled draft ordinance is annexed hereto. Also annexed hereto are Wisconsin Department of Justice Office of the Attorney General Office of Open Government Advisories issued on March 16, 2020 and March 20, 2020.

Also, following this agenda item is an amendment to the Public Health Emergency Resolution which addresses the extension of time for the Public Health Emergency and provides for Citizen Comment to be submitted in writing and which may be read into the record at meetings, as discussed at the July 21, 2020 Council meeting, as an alternative and in lieu of any action on this subject matter item.

COUNCIL ACTION REQUESTED

A motion 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;

or

such other action as the Common Council may deem appropriate.



Josh Kaul
Wisconsin Attorney General

P.O. Box 7857
Madison, WI 53707-7857

FOR IMMEDIATE RELEASE

March 16, 2020

**Office of Open Government Advisory:
Coronavirus Disease 2019 (COVID-19) and Open Meetings**

MADISON, Wis. – The Wisconsin Department of Justice’s (DOJ) Office of Open Government (OOG) has prepared the following advisory in response to inquiries as to the applicability of the Wisconsin’s open meetings law, Wis. Stat. §§ 19.81 to 19.98, in light of current public health concerns regarding COVID-19. This advisory is provided pursuant to Wis. Stat. § 19.98.

As explained below, governmental bodies typically can meet their open meetings obligations, while practicing social distancing to help protect public health, by conducting meetings via telephone conference calls if the public is provided with an effective way to monitor such calls (such as public distribution, at least 24 hours in advance, of dial-in information for a conference call).

The open meetings law states: “[I]t is declared to be the policy of this state that the public is entitled to the fullest and most complete information regarding the affairs of government as is compatible with the conduct of governmental business.” Wis. Stat. § 19.81(1). To that end, the law requires that “all meetings of all state and local governmental bodies shall be publicly held in places reasonably accessible to members of the public and shall be open to all citizens at all times unless otherwise expressly provided by law.” Wis. Stat. § 19.81(2). A meeting must be preceded by notice providing the time, date, place, and subject matter of the meeting, generally, at least 24 hours before it begins. Wis. Stat. § 19.84.

The open meetings law “does not require that all meetings be held in publicly owned places but rather in places ‘reasonably accessible to members of the public.’” 69 Op. Att’y Gen. 143, 144 (1980) (quoting 47 Op. Att’y Gen. 126 (1978)). As such, DOJ’s longstanding advice is that a telephone conference call can be an acceptable method of convening a meeting of a governmental body. *Id.* at 146. More recently, DOJ guidance deemed video conference calls acceptable as well. Wis. Dep’t of Justice,

When an open meeting is held by teleconference or video conference, the public must have a means of monitoring the meeting. DOJ concludes that, under the present circumstances, a governmental body will typically be able to meet this obligation by providing the public with information (in accordance with notice requirements) for joining the meeting remotely, even if there is no central location at which the public can convene for the meeting. A governmental body conducting a meeting remotely should be mindful of the possibility that it may be particularly burdensome or even infeasible for one or more individuals who would like to observe a meeting to do so remotely—for example, for people without telephone or internet access or who are deaf or hard of hearing—and appropriate accommodations should be made to facilitate reasonable access to the meeting for such individuals.

To be clear, providing only remote access to an open meeting is not always permissible, as past DOJ guidance shows. Where a complex plan, drawing, or chart is needed for display or the demeanor of a witness is significant, a meeting held by telephone conference likely would not be “reasonably accessible” to the public because important aspects of the discussion or deliberation would not be communicated to the public. See 69 Op. Att’y Gen. at 145. Further, the type of access that constitutes reasonable access in the present circumstances, in which health officials are encouraging social distancing (including avoiding large public gatherings) in order to mitigate the impact of COVID-19, may be different from the type of access required in other circumstances. Ultimately, whether a meeting is “reasonably accessible” is a factual question that must be determined on a case-by-case basis. *Id.*

If you have questions or concerns regarding the application of the open meetings law, please contact the Office of Open Government at (608) 267-2220.



Josh Kaul
Wisconsin Attorney General

P.O. Box 7857
Madison, WI 53707-7857

NEWS FOR IMMEDIATE RELEASE

March 20, 2020

Office of Open Government Advisory: Additional Information Regarding Coronavirus Disease 2019 (COVID-19) and Open Meetings

MADISON, Wis. – The Wisconsin Department of Justice’s (DOJ) Office of Open Government (OOG) continues to prepare additional information in response to inquiries as to the applicability of the Wisconsin’s open meetings law, Wis. Stat. §§ 19.81 to 19.98, in light of current public health concerns regarding COVID-19. This advisory is provided pursuant to Wis. Stat. § 19.98.

Conducting open meetings remotely can pose a number of technological and practical issues that governmental bodies should consider in advance, including, among other things, the following:

- Governmental bodies must ensure that they follow the notice requirements of Wis. Stat. § 19.84 and such notice should inform the public that the meeting will be held remotely and provide all information necessary for the public to monitor the meeting.
- Notices should provide instructions for how the public may access the remote meeting, whether it is to be held via telephone conference call or video conference call. This includes providing the telephone number, video conference link, and any necessary passcodes or other login information.
- As DOJ’s Office of Open Government advised in its March 17, 2020 [advisory](#), a governmental body conducting a meeting remotely should be mindful of the possibility that it may be particularly burdensome or even infeasible for one or more individuals who would like to observe a meeting to do so remotely—for example, for people without telephone or internet access or who are deaf or

hard of hearing—and appropriate accommodations should be made to facilitate reasonable access to the meeting for such individuals.

- When conducting a videoconference or internet-based meeting, the governmental body should strongly consider providing the public with an alternative telephone dial-in option for observing such a meeting so that lack of internet access is not a barrier to observing the meeting.
- At the beginning of each meeting conducted remotely, the chair of the governmental body should encourage all body members to identify themselves before they begin speaking and not to speak over one another. This will help all those listening to the meeting better understand who is speaking.
- When possible, a governmental body may wish to consider recording the meeting and posting it on its website as soon as practicable after the meeting concludes.
- As a bottom line, governmental bodies meeting remotely can and should consider steps that ensure that their meetings remain open and accessible to the public.

If you have questions or concerns regarding the application of the open meetings law, please contact the Office of Open Government at (608) 267-2220.

See also:

March 17, 2020 – Office of Open Government Advisory: Coronavirus Disease 2019 (COVID-19) and Open Meetings

ORDINANCE NO. 2020-____

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

WHEREAS, the Wisconsin Department of Justice Office of the Attorney General issued an Advisory by the Office of Open Government on March 16, 2020, providing in part: "DOJ's longstanding advice is that a telephone conference call can be an acceptable method of convening a meeting of a governmental body.... More recently, DOJ guidance deemed video conference calls acceptable as well. Wis. Dep't of Justice, *Wisconsin Open Meetings Law Compliance Guide* 11 (May 2019),..."; and

WHEREAS, the Wisconsin Department of Justice Office of the Attorney General issued an Advisory by the Office of Open Government on March 16, 2020, providing in part with regard to providing information necessary for the public to monitor the meeting: "Governmental bodies must ensure that they follow the notice requirements of Wis. Stat. § 19.84 and such notice should inform the public that the meeting will be held remotely and provide all information necessary for the public to monitor the meeting. Notices should provide instructions for how the public may access the remote meeting, whether it is to be held via telephone conference call or video conference call. This includes providing the telephone number, video conference link, and any necessary passcodes or other login information."; and

WHEREAS, the Common Council having considered remote participation in meetings by members of the Common Council and City Boards, Commissions and Committees, and the remote monitoring thereof by the Public, and having determined same to be reasonable and in furtherance of 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: §10-26. of the Municipal Code of the City of Franklin, Wisconsin, is hereby created to read as follows:

§10-26. Boards', Commissions' and Committees' Members remote meeting attendance; Applicants' remote meeting attendance; remote meeting access by the Public.
Members of all City Boards, Commissions and Committees may individually attend a meeting of the respective Board, Commission or Committee, by way of telephone and/or

electronic audio and/or video communication, provided that at a minimum, each member's meeting attendance includes audio communication ability by, to and from the member. Persons representing an applicant or a petitioner upon an application or petition or a requestor for an item before the respective Board, Commission or Committee, and members of the Common Council, may also attend and participate in the meeting remotely in the manner as available to the members thereof. The public may individually attend a meeting and meetings of all City Boards, Commissions and Committees by way of telephone and/or electronic audio and/or video communication, by way of such methods, devices and equipment available and determined to be reasonable for such purposes by the City Department of Information Services and the IT Director. Notice of the availability of such remote attendance by the public by way of telephone and/or electronic audio and/or video communication shall be stated on the agenda for the respective meeting. All comments by persons during a Citizen Comment Period and all comments by persons on public hearing items during a public hearing shall be made in person in attendance at the meeting location and not remotely.

SECTION 2: §19-1. Meeting time and date, of the Municipal Code of the City of Franklin, Wisconsin, the title thereof only, is hereby amended to read as follows: "Meeting time, date and place."

SECTION 3: §19-1.E. of the Municipal Code of the City of Franklin, Wisconsin, is hereby created to read as follows:

E. Common Council Members' remote meeting attendance; Applicants' remote meeting attendance; remote meeting access by the Public. Members of the Common Council may individually attend a meeting of the Common Council, by way of telephone and/or electronic audio and/or video communication, provided that at a minimum, each member's meeting attendance includes audio communication ability by, to and from the member. Persons representing an applicant or a petitioner upon an application or petition or a requestor for an item before the Common Council may also attend and participate in the meeting remotely in the manner as available to the members thereof. The public may

individually attend a Common Council meeting by way of telephone and/or electronic audio and/or video communication, by way of such methods, devices and equipment available and determined to be reasonable for such purposes by the City Department of Information Services and the IT Director. Notice of the availability of such remote attendance by the public by way of telephone and/or electronic audio and/or video communication shall be stated on the agenda for the respective meeting. All comments by persons during a Citizen Comment Period and all comments by persons on public hearing items during a public hearing shall be made in person in attendance at the meeting location and not remotely. Citizens may provide written comments upon any City related subject matter, except for a matter which is the subject of a public hearing, to the Clerk's Office and/or an elected official, which comments may then be read into the record during a Citizen Comment Period of a Common Council meeting, provided such written comments are received at least 24 hours prior to the publicly noticed meeting commencement time.

SECTION 4: 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 5: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 6: 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 _____, 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

ORDINANCE NO. 2020-____

Page 4

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

<p>APPROVAL</p> <p><i>W</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>August 4, 2020</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>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 the Record</p>	<p>ITEM NUMBER</p> <p>G.5.</p>

A copy of the above-entitled Resolution is annexed hereto.

COUNCIL ACTION REQUESTED

A motion to adopt 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 the Record.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

draft 7/28/20

RESOLUTION NO. 2020-_____

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 THE RECORD

WHEREAS, the Mayor issued a Proclamation Declaring a Public Health Emergency on March 16, 2020, which was ratified and confirmed by the Common Council by Resolution No. 2020-7605 on March 17, 2020, as amended by the Common Council by Resolution No. 2020-7609 on March 24, 2020, Resolution No. 2020-7615 on April 21, 2020, and by Resolution No. 2020-7628 on May 28, 2020; and

WHEREAS, while recognizing that Wisconsin Department of Health Services issued Emergency Orders and COVID-19 Public Health Plan for Milwaukee County Order #1 are no longer in effect, the Common Council substantially recognizes that a Public Health Emergency continues to exist; and

WHEREAS, under this continuing Public Health Emergency, the Common Council strongly urges all to follow the public health recommendations and guidelines of the Franklin Health Department, the Wisconsin Department of Health Services, the World Health Organization, the United States Department of Health and Human Services and the Centers for Disease Control and Prevention.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the March 16, 2020 Proclamation Declaring a Public Health Emergency, and Resolution No. 2020-7605 adopted by the Common Council on March 17, 2020 incorporating same, as amended by the Common Council by Resolution No. 2020-7609 on March 24, 2020, Resolution No. 2020-7615 adopted by the Common Council on April 21, 2020, Resolution No. 2020-7628 adopted by the Common Council on May 28, 2020, and by Resolution No. 2020-7641 adopted by the Common Council on July 7, 2020, be and the same is hereby amended to provide and declare that the duration of the Public Health Emergency is hereby extended to January 5, 2021 at 11:59 p.m., and to allow for Citizen Comment submitted in writing to be read into the Record, subject to any future amendments by way of Proclamation or Resolution as may be declared or adopted by the Mayor and/or the Common Council, respectively.

BE IT FURTHER RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the aforesaid Proclamation and Resolution, as amended, be and the same is hereby specifically amended to provide that "Citizens may provide written comments upon any City related subject matter, except for a matter which is the subject of a public hearing,

RESOLUTION NO. 2020-_____

Page 2

to the Clerk's Office and/or an elected official, which comments may then be read into the record during a Citizen Comment Period of a Common Council meeting, provided such written comments are received at least 24 hours prior to the publicly noticed meeting commencement time."

BE IT FINALLY RESOLVED, that all of the Declarations and Resolveds in the aforesaid Proclamation and Resolutions, not pertaining to the time of duration of the Public Health Emergency and Citizen Comments as amended hereunder, shall remain in full force and effect.

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

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

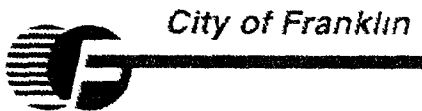
AYES _____ NOES _____ ABSENT _____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/04/20
REPORTS & RECOMMENDATIONS	<p>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</p> <p>(JOHN J. MALLOY, MANAGING MEMBER OF WISCONSIN COMMERCIAL 2015, LLC)</p> <p>(AT 9750 SOUTH OAKWOOD PARK DRIVE)</p>	ITEM NUMBER <i>G. 6.</i>

On July 23, 2020, the Plan Commission and the Community Development Authority (CDA) have recommended approval of this Planned Development District (PDD) major amendment at their respective meetings, to allow the CDA to waive driveway setbacks from interior lot lines.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2020-_____, 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).



Date of Application 06/10/2020

PLANNED DEVELOPMENT DISTRICT (PDD) APPLICATION

Complete, accurate and specific information must be entered Please Print

<p>Applicant (Full Legal Name[s]) Name <u>John J. Malloy</u> Company <u>Wisconsin Commercial 2015 LLC</u> Mailing Address <u>757 N Broadway Suite 700</u> City / State <u>Milwaukee WI</u> Zip <u>53202</u> Phone <u>(414) 588 4363</u> Email Address <u>jmalloy12855@gmail.com</u></p> <p>Project Property Information Property Address <u>9750 S Oakwood Park Drive</u> Property Owner(s) <u>Wisconsin Commercial 2015 LLC</u> Mailing Address <u>757 N Broadway Suite 700</u> City / State <u>Milwaukee WI</u> Zip <u>53202</u> Email Address <u>jmalloy12855@gmail.com</u></p>	<p>Applicant is Represented by (contact person)(Full Legal Name[s]) Name <u>Christopher Carr</u> Company <u>The Sigma Group</u> Mailing Address <u>1300 W Canal Street</u> City / State <u>Milwaukee WI</u> Zip <u>53202</u> Phone <u>(414) 643-4163</u> Email Address <u>ccarr@thesigmagroup.com</u></p> <p>Tax Key Nos <u>900 0010 005</u> Existing Zoning <u>PDD#18</u> Existing Use <u>Office, Industrial & Commercial Mixed Use</u> Proposed Use <u>Office Industrial & Commercial Mixed Use</u> Future Land Use Identification <u>Office Industrial & Commercial Mixed Use</u></p>
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*The 2025 Comprehensive Master Plan Future Land Use Map is available at <http://www.franklinwi.gov/Home/Resources/Documents/Maps.htm>

PDD submittals for review must include and be accompanied by the following

- ☒ This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- ☒ Application Filing Fee, payable to City of Franklin
 - ☐ \$6000, PDD-New
 - ☒ \$3500, PDD Major Amendment
 - ☐ \$500, PDD Minor Amendment
- ☒ Legal Description for the subject property (WORD doc or compatible format)
- ☒ Seven (7) complete collated sets of Application materials to include
 - ☒ One (1) original and six (6) copies of a written Project Summary, (description of the proposed development of the property to include the proposal's intent, impacts, and consistency with the Comprehensive Master Plan, any new building construction and site work, interior/exterior building modifications or additions to be made to property site improvement costs, estimate of project value and any other information that is available)
 - ☒ Three (3) folded full size, drawn to scale copies (at least 24" x 36 ") of the Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, etc (See Sections 15-7 0101, 15 7 0301, and 15 5 0402 of the UDO for information that must be denoted or included with each respective plan)
 - ☒ Four (4) folded reduced size (11"x17") copies of the Site Plan package
- ☐ One colored copy (11"x17") of the building elevations if applicable
- ☐ One copy of the Site Intensity and Capacity Calculations, if applicable (see Division 15 3 0500 of the UDO)
- ☐ Three copies of the Natural Resource Protection Plan report, if applicable (see Section 15-4 0102 and 15-7 0201 of the UDO)
- ☒ Email (or CD ROM) with all plans/submittal materials *Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable)*

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- PDD and Major PDD Amendment requests require Plan Commission review a public hearing, and Common Council approval
- Minor PDD Amendment requests require Plan Commission review and Common Council approval

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge (2) the applicant and property owner(s) has/have read and understand all information in this application and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7 00 a m and 7 00 p m daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis Stat §943 13

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

Signature Property Owner
John J Malloy Managing Member
Name & Title (PRINT) _____
Date 06/10/2020

Signature _____
Name & Title (PRINT) _____
Date _____

Signature Applicant
John J Malloy Managing Member
Name & Title (PRINT) _____
Date 06/10/2020

Signature _____
Name & Title (PRINT) _____
Date _____

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY
/Dated 7-20/
ORDINANCE NO 2020-_____

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, *ie*, §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
(JOHN J. MALLOY, MANAGING MEMBER OF
WISCONSIN COMMERCIAL 2015, LLC)
(AT 9750 SOUTH OAKWOOD PARK DRIVE)

WHEREAS, §15-3 0423 of the Unified Development Ordinance provides for
and regulates Planned Development District No. 18 (Franklin Business Park), same
having been created by Ordinance No 93-1279 and later amended by Ordinance Nos
1997-1437, 2000-1627, 2003-1743, 2005-1851, 2012-2094 and 2015-2196; and

WHEREAS, Planned Development District No. 18 (Franklin Business Park)
currently includes those lands legally described as follows:

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 Tax Key No 900-0010-005, and

WHEREAS, John J. Malloy, managing member of Wisconsin Commercial
2015, LLC, having petitioned for a further amendment to Planned Development
District No 18 (Franklin Business Park) 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 another newly created by
certified survey map property zoned Planned Development District No. 18 and the
properties share an existing driveway [this application is in conjunction with a
proposed Certified Survey Map to subdivide the property at 9750 South Oakwood
Park Drive into two separate lots application], and

WHEREAS, the subject petition was before the Community Development
Authority on July 23, 2020, the Authority having recommended approval thereof to

the Common Council in conjunction with its and the Plan Commission's conditional approval of a Certified Survey Map for the Wisconsin Commercial 2015, LLC driveway setbacks from interior lot lines and land division project, and

WHEREAS, the City of Franklin Plan Commission on the 23rd day of July, 2020, having reviewed the proposed amendment to Planned Development District No 18 and thereafter having recommended to the Common Council that the proposed amendment be approved subject to the conditions and restrictions included herewith, and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Community Development Authority and Plan Commission and having determined that the proposed amendment to Planned Development District No. 18 (Franklin Business Park) is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and 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 §15-3.0423 Planned Development District No. 18 (Franklin Business Park) of the Unified Development Ordinance of the City of Franklin is hereby amended to add the following as a separate paragraph at the end of the Subsection (10) existing text.

"The driveway setback "Not abutting a public right-of-way provisions of Subsection (10) herein shall not apply to abutting properties which have been divided by an approved by the City certified survey map, which abutting properties share an existing driveway improvement upon the property to be divided, depicted upon the certified survey map as approved, with an approximately equal area of such existing driveway being located on each of the abutting properties. Additionally, the driveway setback "Abutting any public right-of-way", "Abutting Franklin Drive" and "Abutting West Ryan Road" provisions of Subsection (10) herein, respectively, as applicable to the subject aforesaid abutting properties, shall not apply to the aforesaid abutting properties in the area of the shared existing driveway improvement where it enters a public right-of-way. The aforesaid existing driveway setback non-applicability provisions

are subject to the approval thereof by way of the issuance of a waiver of the stated Subsection (10) provisions by the Community Development Authority, upon its review and recommendation process of the subject certified survey map, and any site and building plan(s) applicable thereto. Any final approval by the Common Council of the subject certified survey map, additionally following the review and recommendation of the Plan Commission, shall be conditioned upon the execution and recording of a shared driveway easement binding the owner(s) of the aforesaid abutting properties, respective heirs, successors and assigns "

SECTION 2. All other applicable terms and provisions of §15-3 0423 Planned Development District No 18 (Franklin Business Park) 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 Wisconsin Commercial 2015, LLC driveway setbacks from interior lot lines and land division project and property(ies) currently both located at 9750 South Oakwood Park Drive, and all Planned Development District No 18 (Franklin Business Park) properties, and all terms and provisions of §15-3 0423 Planned Development District No. 18 (Franklin Business Park) as existing immediately prior to the adoption of this Ordinance and not amended by this Ordinance, shall remain in full force and effect

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

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

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

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

Passed and adopted at a regular meeting of the Common Council of the City of

ORDINANCE NO 2020-_____

Page 4

Franklin this _____ day of _____, 2020

APPROVED

Stephen R Olson, Mayor

ATTEST

Sandra L Wesolowski, City Clerk

AYES __ NOES __ ABSENT __

REPORT TO THE PLAN COMMISSION

Meeting of July 23, 2020

PLANNED DEVELOPMENT DISTRICT AMENDMENT AND CERTIFIED SURVEY MAP

RECOMMENDATION: City Development Staff recommends approval of the Planned Development District and Certified Survey Map applications for property located at 9720- 9750 S Oakwood Park Drive

Project Name:	Wisconsin Commercial 2015, LLC Planned Development District Amendment (major) and Certified Survey Map
Project Address/Tax Key:	9750 S Oakwood Park Drive/900 0010 005
Property Owner:	Wisconsin Commercial 2015, LLC
Applicant:	Wisconsin Commercial 2015, LLC
Current Zoning:	Planned Development District No 18
2025 Comprehensive Plan:	Commercial
Action Requested:	Recommendation of approval of the proposed PDD Amendment Application and Certified Survey Map

PROJECT DESCRIPTION/ANALYSIS

The applicant filed a Planned Development District Amendment and Certified Survey Map requesting to subdivide the property located at 9750 S Oakwood Park Drive

The proposed Certified Survey Map subdivides the existing parcel into two separate lots. The property is proposed to be divided in half with Lot 1 having an area of 3.876 acres and Lot 2 having an area of 3.874 acres.

The property is currently developed with two buildings that share an access and loading area. The applicant is proposing the land division in order to sell the southern parcel, Lot 2.

PDD No. 18 currently requires a 15-foot parking and driveway setback from property lines that are not abutting a public right-of-way¹. The CSM results in driveway and parking setbacks that cross the proposed property line (i.e. a zero foot setback). Therefore, the CSM application was filed concurrently with a PDD Amendment Application that would allow the CDA to waive driveway and parking setbacks from interior property lines.

More specifically, the applicant is requesting to amend Section 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 to insert the language below at the end of the "Parking and Driveway Setbacks" section:

"The driveway setback "Not abutting a public right-of-way provisions of Subsection (10) herein shall not apply to abutting properties which have been divided by an approved by the City certified survey map, which abutting properties share an existing driveway improvement upon the property to be divided, depicted upon the certified survey map as approved (see Section 1 of attached draft Ordinance for full text)

¹ One side yard may be less than 15 feet if that side yard is at least 10 feet and both side yards together are at least 30 feet.

Note there are no exterior site or building changes proposed. In addition, each building and lot conform to current PDD No. 18 standards, except for the driveway and parking lot setback as discussed above.

It can also be noted that similar language to waive building and parking setbacks from interior property lines can be found in the B-3 Community Business District and the OL-2 General Business Overlay District.

RECOMMENDATION

A motion to determine the proposed amendment to Planned Development District No. 10 to be a major amendment.

A motion to recommend approval of the Planned Development District Amendment.

A motion to recommend approval of the Certified Survey Map, subject to the approval of the concurrently submitted Planned Development District Amendment Application and recording of the cross-access easement with the Milwaukee County Register of Deeds.

City of Franklin

Department of City Development

Date: June 29, 2020

To: John J. Malloy, Wisconsin Commercial 2015, LLC

From: Department of City Development Staff

RE: Applications for Major Planned Development District (PDD) amendment and Certified Survey Map (CSM) – 9720-9750 Oakwood Park Drive

Below are comments and recommendations for the proposed Planned Development District Amendment and Certified Survey Map submitted by Wisconsin Commercial 2015, LLC for property located at 9720-9750 S Oakwood Park Drive.

Department of City Development comments

1. Per Section 15-7 0702 of the UDO, please show correctly on the face of the CSM, in addition to the information required by § 236.34 of the Wisconsin Statutes, the following
 - a. **Owner, Subdivider, Land Surveyor.** Name and address of the owner, Subdivider, and Land Surveyor
 - b. **Existing Zoning.** The Certified Survey Map shall indicate on its face the current zoning and zoning boundary lines of all parcels, lots or outlots proposed to be created by the Certified Survey Map.
2. Please confirm that the Land/Building Ratio requirement of the PDD No. 18 (below) is met

“No more than 75 percent of any site shall be covered with buildings, surface pavement or other covering materials which are impervious to surface water absorption.”
3. Please provide a draft copy of the shared drive/cross-access easement.
4. Per the Declaration of Protective Covenants for Franklin Business Park section 21 Right to Re-Subdivide, a re-subdivision shall not be permitted without prior approval by the Association and the CDA. Approval e-mail received on June 25, 2020.

Engineering Department comments

5. *The proposed PDD Amendment must be approved first before the approval of this proposal*
6. *Prepare water main easement for the existing hydrants within the property for the City of Franklin to take over for its maintenance. The easement must be submitted for the City's review and approval. This easement should also be depicted on this proposal*
7. *Must resolve any technical issues identified by the Milwaukee County*
8. *There is a private storm drainage system between the two buildings. They need to show that on the proposed certified survey map. Please send us a copy of the maintenance agreement of the storm drainage system*

Regulo Martinez-Montilva

From: Joe A Bukovich <jbukovich@pointre.com>
Sent: Wednesday, July 15, 2020 2:20 PM
To: Regulo Martinez-Montilva
Cc: Heath Eddy, Jesse Wesolowski
Subject: RE: Franklin Business Park Association

Follow Up Flag: Follow up
Flag Status: Completed

Dear Regulo,

The Review Board has no objection to amending the PDD per the planning recommendation attached to your original email.

Thank you,
Joe

Joseph A. Bukovich, P.E.
Vice President Development
MLG Capital
19000 W. Bluemound Road
Brookfield, WI 53045
(262) 424-5997 (mobile)
(414) 908-9157 (fax)



From: Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>
Sent: Wednesday, July 15, 2020 8:51 AM
To: Joe A Bukovich <jbukovich@pointre.com>
Cc: Heath Eddy <HEddy@franklinwi.gov>; Jesse Wesolowski <jweslaw@aol.com>
Subject: FW: Franklin Business Park Association

Good morning Joe,

Per your e-mail below, the Review Board has no comments about the CSM for 9720-9750 S Oakwood Park Drive. However, the e-mail is silent about the concurrent Planned Development District (PDD) amendment, do you have any comments about the proposed amendment? See attached report (bottom of page 1) for proposed language and additional information.

Thank you,
Régulo Martínez-Montilva, AICP
Associate Planner - Department of City Development
City of Franklin
9229 W. Loomis Road

Franklin, WI 53132

Phone (414) 425-4024 / 427-7564

RMartinez-Montilva@franklinwi.gov



From: John Malloy <jmalloy12855@gmail.com>

Sent: Thursday, June 25, 2020 4:07 PM

To: Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>

Subject: Fwd: Franklin Business Park Association

Regulo, please see below for approval from the Association

Thanks

John

----- Forwarded message -----

From: Joe A Bukovich <jbukovich@pointre.com>

Date: Thu, Jun 25, 2020 at 11:05 AM

Subject: RE: Franklin Business Park Association

To: John Malloy <jmalloy12855@gmail.com>

CC: Barry S. Chavin <Barry.Chavin@ngkf.com>

Good Morning John,

On behalf of the Franklin Business Park Association Review Board, please accept this email as the Board's approval to subdivide Parcel 3 of CSM No. 6566 in accordance with the attached draft csm

Thank you,

Joe

Joseph A. Bukovich, P.E.

Vice President Development

MLG Capital

[19000 W Bluemound Road](#)

[Brookfield, WI 53045](#)

(262) 424-5997 (mobile)

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/04/20
REPORTS & RECOMMENDATIONS	<p>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</p> <p>(WISCONSIN COMMERCIAL 2015, LLC)</p> <p>(9750 SOUTH OAKWOOD PARK DRIVE)</p>	<p>ITEM NUMBER</p> <p>6.7.</p>

On July 23, 2020, the Plan Commission and the Community Development Authority (CDA) have recommended approval of this Certified Survey Map (CSM) at their respective meetings, conditioned upon the adoption of an ordinance to amend the Planned Development District No. 18 (Franklin Business Park), section 13.(10) of Ordinance No. 93-1279, to allow the CDA to waive driveway setbacks from interior lot lines.

Additionally, the CDA carried the following motion to waive the interior parking setbacks:

A motion to provide that upon its review and recommendation of approval of the certified survey map application of Wisconsin Commercial 2015, LLC, the Authority hereby waives the applicable setbacks requirements provisions of §15-3.0423 Subsection (10) Planned Development District No. 18 of the Unified Development Ordinance, to allow for the division and development of the land to be divided by the certified survey map, subject to the approval by the Common Council of the Planned Development District No. 18 Subsection (10) Ordinance Amendment and the Certified Survey Map applications before the Authority at this meeting.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2020-_____, 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).

RESOLUTION NO. 2020-_____

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)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such 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, more specifically, of the property located at 9750 South Oakwood Park Drive, bearing Tax Key No. 900-0010-005, Wisconsin Commercial 2015, LLC, applicant; said certified survey map having been reviewed by the City Plan Commission and the Community Development Authority and the Plan Commission and the Community Development Authority having recommended approval thereof pursuant to certain conditions; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Wisconsin Commercial 2015, LLC, as described above, be and the same is hereby approved, subject to the following conditions:

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

WISCONSIN COMMERCIAL 2015, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2020-_____

Page 2

3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Wisconsin Commercial 2015, LLC, successors and assigns and any developer of the 2 lot certified survey map project shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the 2 lot certified survey map 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.
5. The approval granted hereunder is conditional upon Wisconsin Commercial 2015, LLC and the 2 lot certified survey map project for the property located at 9750 South Oakwood Park Drive: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The approval granted hereunder is conditional upon the adoption of 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.
7. The applicant shall submit a written shared driveway easement, for City staff review and Common Council approval. The shared driveway easement shall be recorded with the Milwaukee County Register of Deeds Office concurrently with recording of the Certified Survey Map.
8. The applicant shall address and satisfy the Engineering Department comments in staff memorandum dated June 29, 2020, for Engineering Department review and approval, prior to the recording of the Certified Survey Map.

WISCONSIN COMMERCIAL 2015, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2020-_____

Page 3

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

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

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

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 _____

REPORT TO THE PLAN COMMISSION

Meeting of July 23, 2020

PLANNED DEVELOPMENT DISTRICT AMENDMENT AND CERTIFIED SURVEY MAP

RECOMMENDATION: City Development Staff recommends approval of the Planned Development District and Certified Survey Map applications for property located at 9720- 9750 S Oakwood Park Drive

Project Name:	Wisconsin Commercial 2015, LLC Planned Development District Amendment (major) and Certified Survey Map
Project Address/Tax Key:	9750 S Oakwood Park Drive/900 0010 005
Property Owner:	Wisconsin Commercial 2015, LLC
Applicant:	Wisconsin Commercial 2015, LLC
Current Zoning:	Planned Development District No 18
2025 Comprehensive Plan:	Commercial
Action Requested:	Recommendation of approval of the proposed PDD Amendment Application and Certified Survey Map

PROJECT DESCRIPTION/ANALYSIS

The applicant filed a Planned Development District Amendment and Certified Survey Map requesting to subdivide the property located at 9750 S Oakwood Park Drive

The proposed Certified Survey Map subdivides the existing parcel into two separate lots. The property is proposed to be divided in half with Lot 1 having an area of 3.876 acres and Lot 2 having an area of 3.874 acres.

The property is currently developed with two buildings that share an access and loading area. The applicant is proposing the land division in order to sell the southern parcel, Lot 2.

PDD No. 18 currently requires a 15-foot parking and driveway setback from property lines that are not abutting a public right-of-way¹. The CSM results in driveway and parking setbacks that cross the proposed property line (i.e. a zero foot setback). Therefore, the CSM application was filed concurrently with a PDD Amendment Application that would allow the CDA to waive driveway and parking setbacks from interior property lines.

More specifically, the applicant is requesting to amend Section 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 to insert the language below at the end of the "Parking and Driveway Setbacks" section:

"The driveway setback "Not abutting a public right-of-way provisions of Subsection (10) herein shall not apply to abutting properties which have been divided by an approved by the City certified survey map, which abutting properties share an existing driveway improvement upon the property to be divided, depicted upon the certified survey map as approved (see Section 1 of attached draft Ordinance for full text)

¹ One side yard may be less than 15 feet if that side yard is at least 10 feet and both side yards together are at least 30 feet.

Note there are no exterior site or building changes proposed. In addition, each building and lot conform to current PDD No. 18 standards, except for the driveway and parking lot setback as discussed above.

It can also be noted that similar language to waive building and parking setbacks from interior property lines can be found in the B-3 Community Business District and the OL-2 General Business Overlay District.

RECOMMENDATION

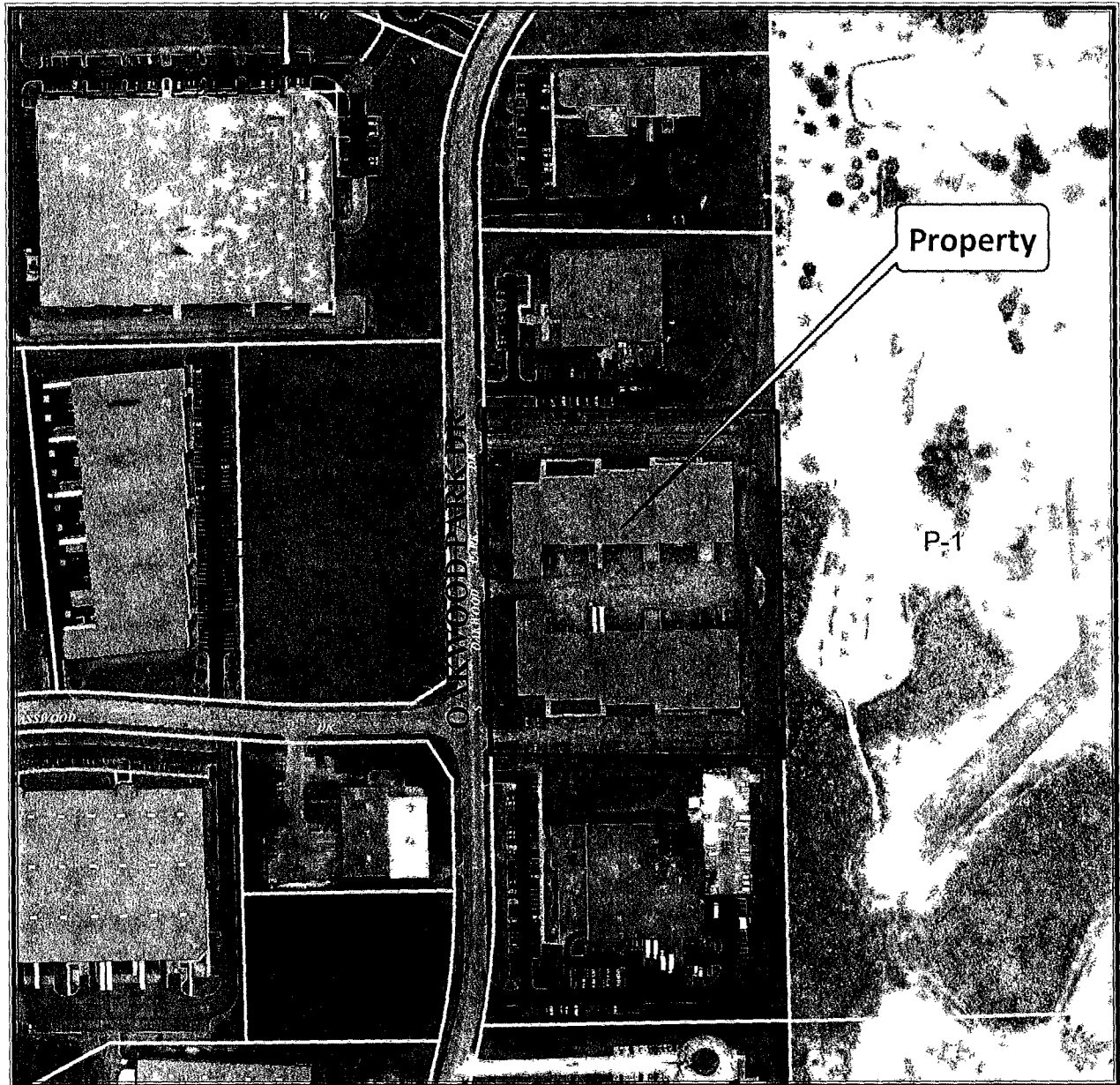
A motion to determine the proposed amendment to Planned Development District No. 10 to be a major amendment.

A motion to recommend approval of the Planned Development District Amendment.

A motion to recommend approval of the Certified Survey Map, subject to the approval of the concurrently submitted Planned Development District Amendment Application and recording of the cross-access easement with the Milwaukee County Register of Deeds.



9750 S. Oakwood Park Dr.
TKN: 900 0010 005



Planning Department
(414) 425-4024

0 175 350 700 Feet

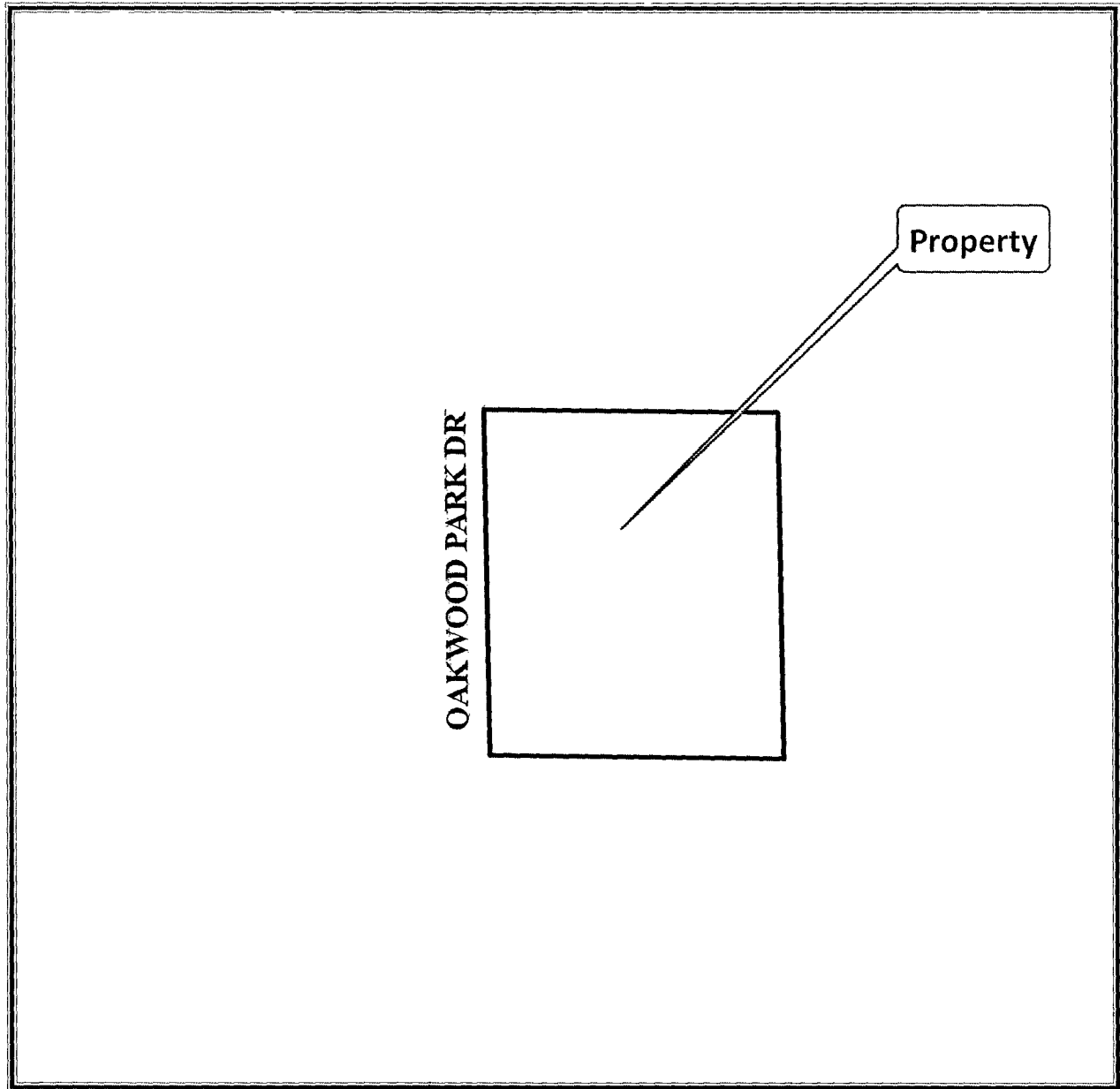
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.



2017 Aerial Photo



9750 S. Oakwood Park Dr.
TKN: 900 0010 005



Planning Department
(414) 425-4024

0 175 350 700 Feet

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



2017 Aerial Photo

Regulo Martinez-Montilva

From: John Malloy <jmalloy12855@gmail.com>
Sent: Wednesday, July 8, 2020 3:21 PM
To: Regulo Martinez-Montilva
Cc: Heath Eddy, Gail Olsen, Chavin, Barry, Christopher Carr; Adam J. Tutaj
Subject: Re: Staff comments - Major PDD amendment and CSM / 9720-9750 S Oakwood Park Dr
Attachments: CSM REVISED.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Regulo, attached is the revised CSM, reflecting the changes requested by the Department of City Development in comment 1 in your correspondence dated June 29, 2020. In addition, in response to comment 2, our engineering firm has confirmed that the Land/Building Ratio requirement of the PDD No. 18 is met, i.e., no more than 75% of the site is covered with buildings, surface pavement or other covering materials which are impervious to surface water absorption. Our counsel is putting the finishing touches on the draft of the shared drive/cross-access easement, and I will share that with you as soon as it is available.

In regards to the Engineering Department comments, we will provide a water main easement that follows the template provided by the City. While we have the location of the hydrants on the survey, we do not have records of the water main. Can the City provide plans and/or locate the water main in the field in order for us to create the exhibits?

Thanks

John

On Mon, Jun 29, 2020 at 11:29 AM Regulo Martinez-Montilva <RMartinez_Montilva@franklinwi.gov> wrote

John,

I have attached staff comments regarding your Major Planned Development District (PDD) amendment and Certified Survey Map (CSM) applications. These applications are tentatively scheduled for the July 23, 2020, Plan Commission and Community Development Authority meetings; and August 4, Common Council meeting. The Department of City Development prepares packets for each meeting, so the applicant needs to submit revised application materials as follows:

- Plan Commission meeting, please submit 12 paper copies and 1 electronic copy by July 13
- Community Development Authority (CDA), please submit 12 paper copies by July 13
- Common Council meeting, resubmittal not required

Plans should be folded to 8.5" x 11". Plan Commission meets at 7:00 p.m., CDA at 6:00 p.m. and Common Council at 6:30 p.m.

Feel free to call me if you have questions.

Regards,

Régulo Martínez-Montilva, AICP

Associate Planner - Department of City Development

City of Franklin

9229 W Loomis Road

Franklin, WI 53132

Phone (414) 425-4024 / 427-7564

RMartinez_Montilva@franklinwi.gov



--

John J. Malloy

Managing Member

Wisconsin Commercial 2015 LLC

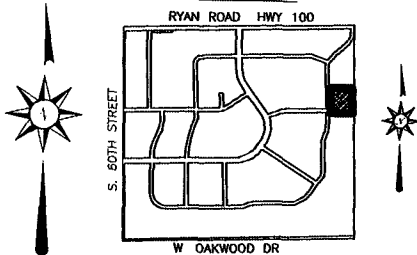
(414) 588-4363

jmalloy12855@gmail.com

CERTIFIED SURVEY MAP NO. _____

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

VICINITY MAP



PROPERTY INFORMATION

ADDRESS 9720-9750 S OAKWOOD PARK DR
EXISTING ZONING PDD NO 18

LAND SURVEYOR

BAIBA M ROZITE
THE SIGMA GROUP
1300 W CANAL ST
MILWAUKEE WI 53233

LEGEND & NOTES

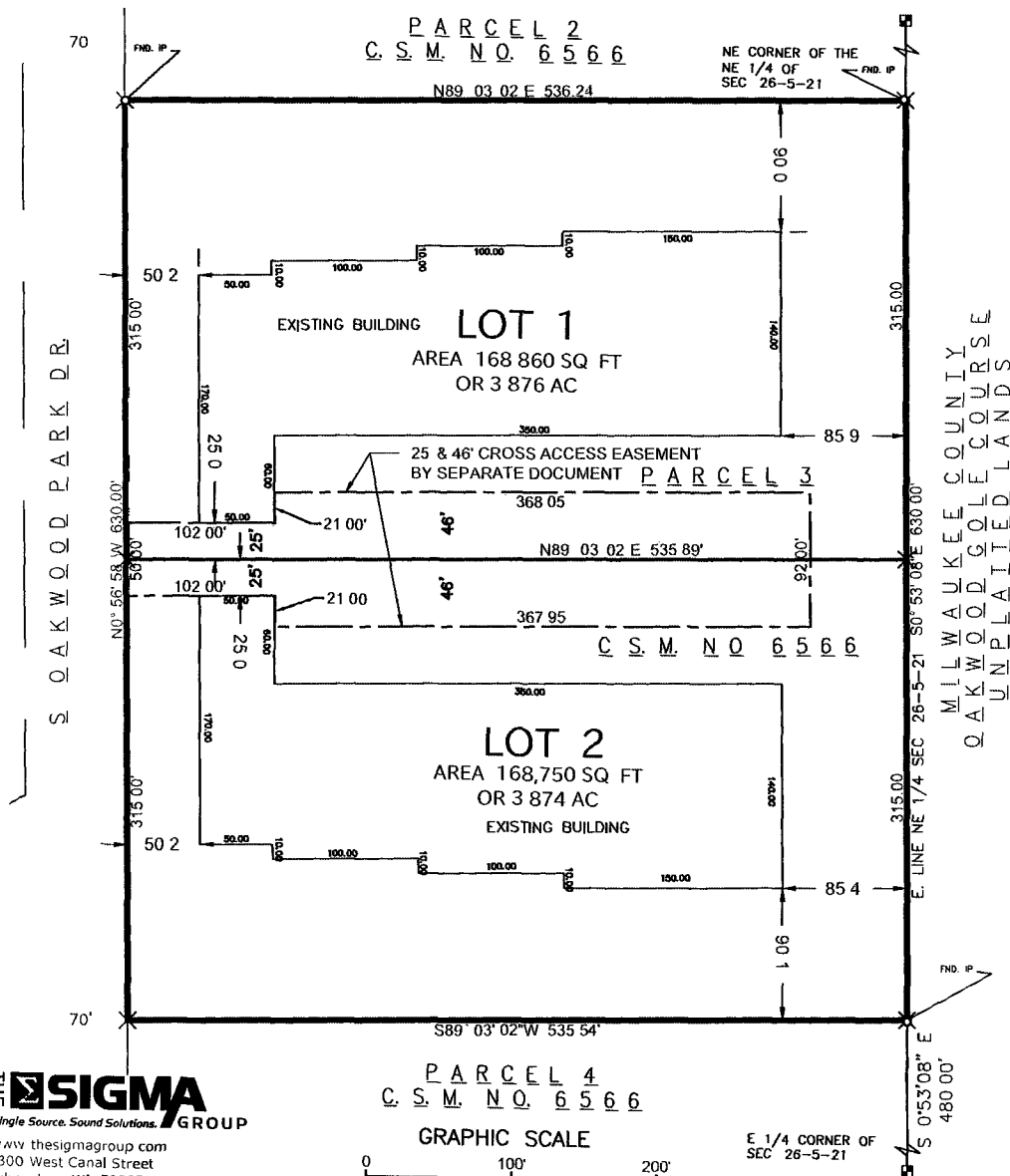
- INDICATES FOUND 1 DIAM IRON PIPE
- INDICATES SET 3/4 DIAM REBAR 18 LONG WEIGHING 1 50 LBS/LIN FT

BEARINGS REFERENCED THE WISCONSIN STATE PLANE COORDINATE SYSTEM WITH THE EAST LINE OF THE NE 1/4 OF SEC 26-5-21 ASSUMED TO BEAR N 0 53 08 W AS PUBLISHED BY SEWRPC NAD 1927

EXISTING EASEMENTS AND SETBACKS SHOWN ON SHEET 2

OWNER/SUBDIVIDER

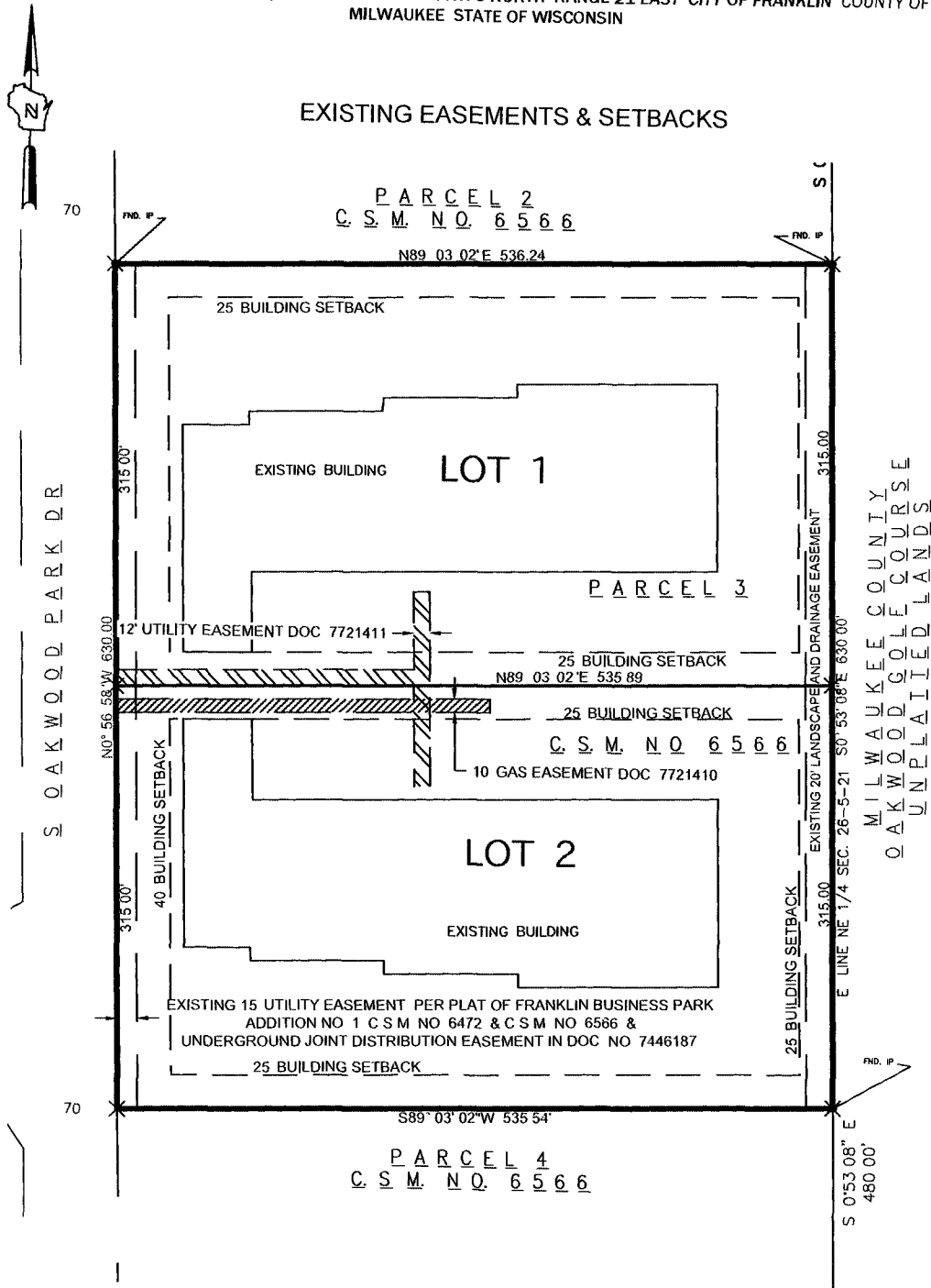
WISCONSIN COMMERCIAL LLC
757 N BROADWAY STE 700
MILWAUKEE WI 53202



THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee WI 53233
Phone 414 643 4200
Fax 414-643 4210

CERTIFIED SURVEY MAP NO. _____

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



CERTIFIED SURVEY MAP NO. _____

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

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

I Baiba M Rozite a Professional Land Surveyor certify

That I have surveyed divided and mapped

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

Said parcel contains 337 610 square feet or 7 750 acres of land more or less

That I have made the survey land division and map by the direction of the owner of said land

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

That I have fully complied with section 236 34 of the Wisconsin Statutes and the Unified Development Ordinance Division - 15 of the City of Franklin in surveying dividing and mapping the same

BAIBA M ROZITE PLS 2351 _____ DATE _____

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

Approved and accepted by the Common Council of the City of Franklin by Resolution No _____

Signed this _____ day of _____

Signature _____
Stephen Olson Mayor

Signature _____
Sandra L. Wesolowski City Clerk

CERTIFIED SURVEY MAP NO. _____

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

OWNER S CERTIFICATE

Wisconsin Commercial 2015 LLC a Wisconsin limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin as owner certifies that said entity caused the land described on this certified survey map to be surveyed divided mapped and dedicated as represented on this certified survey map in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and the Unified Development Ordinance Division - 15 of the City of Franklin

This agreement is binding on the undersigned and successors and assigns

Date _____

Wisconsin Commercial LLC
By Wisconsin Commercial 2015 LLC its sole member

Signature _____

Type or Print Name John Malloy

Title Managing Member

STATE OF _____)
_____)SS
_____ COUNTY)

Personally came before me this ____ day of _____, 20____ John Malloy Managing Member of Wisconsin Commercial 2015 LLC to me known to be the person who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as such officer on behalf of the entity by its authority

Notary Signature _____

Print Notary Name _____

Notary Public State of _____ My commission expires _____

(Notary Seal)

CERTIFIED SURVEY MAP NO. _____

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

MORTGAGEE'S CERTIFICATE OF CONSENT

TOWN BANK, N/A A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF _____, MORTGAGEE OF THE HEREIN DESCRIBED LAND DOES HEREBY CONSENT TO THE SURVEYING DIVIDING AND MAPPING OF THE LAND AS REPRESENTED ON THIS MAP AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF WISCONSIN COMMERCIAL 2015 LLC OWNER

IN WITNESS WHEREOF THE SAID TOWN BANK HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____, ITS _____, THIS ____ DAY OF _____, 20____

SIGNATURE

STATE OF WISCONSIN)

)SS

MILWAUKEE COUNTY)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20____, TO ME KNOWN TO BE THE
PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE THE _____ OF
TOWN BANK AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT BY ITS AUTHORITY

(SEAL) NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES _____

**WISCONSIN COMMERCIAL 2015, LLC
PROJECT SUMMARY
JUNE 2020**

Wisconsin Commercial, LLC is the owner of the property at 9720-9750 S. Oakwood Park Drive in Franklin, WI ("Property"), having acquired the Property in April 2007. Wisconsin Commercial 2015 LLC is the sole Member of Wisconsin Commercial, LLC. The Property resides within the boundaries of Planned Development District No. 18 ("PDD No. 18").

The Property is comprised of two mirror-image buildings, each approximately 54,400 SF in size. The North Building is located at 9720 S. Oakwood Park Drive, and the South Building is located at 9750 S. Oakwood Drive. Each building has its own parking lot accessible off Oakwood Park Drive: the North Building's parking lot to the north side of that building, and the South Building's parking lot to the south side of that building. The buildings share a truck court in between the two buildings.

In early 2020, a potential Buyer contacted the Broker for Wisconsin Commercial, LLC, indicating that they needed up to 40,000 SF of contiguous space to relocate warehouse and distribution operations currently maintained elsewhere in the City of Milwaukee. The Buyer, a regional distributor of passenger and light truck tires, as well as agricultural, industrial and specialty tires, indicated that their strong preference was to own the building they would occupy. After touring properties throughout the metro Milwaukee area, they concluded that the South Building best met its needs.

Wisconsin Commercial 2015, LLC and the Buyer have a fully-executed Offer To Purchase ("OTP") for the South Building that contemplates that the Property would be split down the middle of the truck court that is between the North and South Buildings. The result would be that each building would retain its separate parking lot, with the truck court being shared subject to an easement entered into by the parties on or before closing of the sale. The easement will address, among other things, City of Franklin prohibitions on outdoor storage and the like. A new Certified Survey Map would be completed by The Sigma Group for purposes of separating the parcels into two. **When the parcels are split in the middle of the truck court, we will end up with 0' pavement setback on the interior line in this location.**

Representatives of Wisconsin Commercial 2015, LLC have been in contact with City of Franklin Planning Department since the OTP was executed and, along with a representative of The Sigma Group, participated in a pre-application conference call on June 8, 2020.

City of Franklin Department of City Development

Date: June 29, 2020

To: John J. Malloy, Wisconsin Commercial 2015, LLC

From: Department of City Development Staff

RE: Applications for Major Planned Development District (PDD) amendment and Certified Survey Map (CSM) – 9720-9750 Oakwood Park Drive

Below are comments and recommendations for the proposed Planned Development District Amendment and Certified Survey Map submitted by Wisconsin Commercial 2015, LLC for property located at 9720-9750 S Oakwood Park Drive.

Department of City Development comments

- 1 Per Section 15-7 0702 of the UDO, please show correctly on the face of the CSM, in addition to the information required by § 236.34 of the Wisconsin Statutes, the following
 - a. **Owner, Subdivider, Land Surveyor.** Name and address of the owner, Subdivider, and Land Surveyor
 - b. **Existing Zoning.** The Certified Survey Map shall indicate on its face the current zoning and zoning boundary lines of all parcels, lots or outlots proposed to be created by the Certified Survey Map.
2. Please confirm that the Land/Building Ratio requirement of the PDD No. 18 (below) is met

“No more than 75 percent of any site shall be covered with buildings, surface pavement or other covering materials which are impervious to surface water absorption.”
3. Please provide a draft copy of the shared drive/cross-access easement
4. Per the Declaration of Protective Covenants for Franklin Business Park section 21 Right to Re-Subdivide, a re-subdivision shall not be permitted without prior approval by the Association and the CDA. Approval e-mail received on June 25, 2020.

Engineering Department comments

- 5 *The proposed PDD Amendment must be approved first before the approval of this proposal*
- 6 *Prepare water main easement for the existing hydrants within the property for the City of Franklin to take over for its maintenance The easement must be submitted for the City's review and approval This easement should also be depicted on this proposal*
- 7 *Must resolve any technical issues identified by the Milwaukee County*
- 8 *There is a private storm drainage system between the two buildings They need to show that on the proposed certified survey map Please send us a copy of the maintenance agreement of the storm drainage system*

Date of Application 06/10/2020

CERTIFIED SURVEY MAP (CSM) APPLICATION

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

Applicant (Full Legal Name[s])

Name John J Malloy
Company Wisconsin Commercial 2015 LLC
Mailing Address 757 N Broadway Suite 700
City / State Milwaukee, WI Zip 53202
Phone (414) 588-4363
Email Address jmalloy12855@gmail.com

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

Name Christopher Carr
Company The Sigma Group
Mailing Address 1300 W Canal Street
City / State Milwaukee, WI Zip 53202
Phone (414) 643 4163
Email Address ccarr@thesigmagroup.com

Project Property Information

Property Address 9720-9750 Oakwood Drive
Property Owner(s) Wisconsin Commercial 2015 LLC
Mailing Address 757 N Broadway Suite 700
City / State Milwaukee, WI Zip 53202
Email Address jmalloy12855@gmail.com

Tax Key Nos 900-0010-005
Existing Zoning PDD#18
Existing Use Office, Industrial & Commercial Mixed Use
Proposed Use Office Industrial & Commercial Mixed Use
CMP Land Use Identification _____

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

Certified Survey Maps shall be prepared as provided in § 236.34 (1m) (c) Wis. Stats. and Division 15-7.0700 of the Unified Development Ordinance.

Certified Survey Map submittals **for review** must include and be accompanied by the following:

- ☒ Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds \$75
 - ☒ Two (2) original map copies for Milwaukee County review, prepared at 8-1/2" wide by 14" long on durable white paper
- ☒ This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- ☒ Application Filing Fee, payable to City of Franklin \$1,500
- ☒ Seven (7) complete sets of Application materials, for City of Franklin review to include
 - ☒ Project Summary *a written detailed description of the project* One (1) original and six (6) copies
 - ☒ Map Copies One (1) original map copy and six (6) map copies prepared at 8 1/2" wide by 14" long and must be clearly legible
- ☐ As may be required, seven (7) copies of a "Natural Resource Protection Plan and "Landscape Plan" for any landscape bufferyard easement areas
- ☐ If applicable, three (3) copies of the Natural Resource Protection report (see Division 15-9 0309D of the UDO)
- ☐ If applicable, one copy of the Site Intensity and Capacity Calculations (see Division 15-3 0500 of the UDO)
- ☒ Email (or CD ROM) with all plans and submittal materials in Adobe PDF *(May be waived by City Planner)*

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- All Certified Survey Map requests require Plan Commission review and Common Council approval
- All Certified Survey Map requests shall comply with Chapter 236 of the Wisconsin State Statutes

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

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

Signature Property Owner
John J Malloy, Managing Member
Name & Title (PRINT)

Date 06/10/2020

Signature Property Owner
Name & Title (PRINT)

Date _____

Signature Applicant
John J Malloy, Managing Member
Name & Title (PRINT)

Date 06/10/2020

Signature Applicant's Representative
Name & Title (PRINT)

Date _____

7/13/2020

Gmail RE: Franklin Business Park Association

M -

RE: Franklin Business Park Association

Joe A Bukovich <jbukovich@pointre.com>
To: John Malloy <jmalloy12855@gmail.com>
Cc: "Barry S. Chavin" <Barry.Chavin@ngkf.com>

Good Morning John

On behalf of the Franklin Business Park Association Review Board, please accept this email as the Board's approval to subdivide Parcel 3 of CSM No. 6566 in

Thank you

Joe

Joseph A. Bukovich, P.E.

Vice President Development

MLG Capital

19000 W. Bluemound Road

Brookfield, WI 53045

(262) 424-5997 (mobile)

(414) 908-9157 (fax)

30+ MLG Capital
Real Estate Investments

From: John Malloy <jmalloy12855@gmail.com>
Sent: Wednesday, June 24, 2020 2:09 PM
To: Joe A. Bukovich <jbukovich@pointre.com>; Joe A. Bukovich <jbukovich@pointre.com>
Cc: Barry S. Chavin <Barry.Chavin@ngkf.com>
Subject: Re: Franklin Business Park Association

Joe, thanks for taking time to talk this afternoon about our Building sale in Franklin. Attached to this e-mail is the Project Summary and the CSM. Please take any questions. Otherwise, please indicate the Association's approval of our plan.

<https://mail.google.com/mail/u/0?ik=332b6a0b89&view=pt&search=all&permmsgid=msg-f%3A1670487633124003522&simpl=msg-f%3A1670487633124003>

APPROVAL 31	REQUEST FOR COUNCIL ACTION	MTG. DATE August 4, 2020
Reports & Recommendations	STATUS OF W. MARQUETTE AVENUE ROAD EXTENSION BETWEEN S. 49 TH STREET AND S. 51 ST STREET	ITEM NO. 6.8.

BACKGROUND

On March 17, 2020, Common Council moved 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 adding water and sewer ” All voted aye Motion carried

The developments are the Oak Ridge Subdivision (11.88 acre parcel owned by Walter R. Hablewitz- TKN 759 9981 010) and Pleasant View Estates (27.01 acre parcel owned by Creative Homes Inc- TKN 788 9981 003). Staff contacted the adjacent developers and their representatives on Wednesday, March 18, 2020, outlining needs from the developers.

There was a conference call with the developers on April 6, 2020. Staff has followed up with Lynch Engineering, who was hired and working in cooperation with both developments, on multiple occasions. To summarize the status, this issue is at a standstill because the City and the developers do not have an agreement outlined to allow the City to accept donations for the road right-of-way and bidding documents. At issue is the City’s lack of direction on assessments to the developers for the completion of the project.

Staff cannot proceed as directed by Common Council. Guidance on plan to assess, or not to assess, is needed.

ANALYSIS

Although there are variations that may be negotiated, there are essentially three options that would result in the construction of W. Marquette Avenue:

1. The developer(s) construct the project as part of their development project(s) as with most other new roads constructed in Franklin.
2. The City constructs the project with minimal assistance (donations of the right-of-way and the engineering plans) from the adjacent developers.
3. The City constructs the project and special assesses the benefitted properties.
4. Some variation of the above three options.

Option 1 is not elaborated in this Council Action. This has been discussed at many previous Common Council meetings. Historically, the City has usually noted that “the City does not build these roads.” Upon research, there are exceptions.

Recently, W. Evergreen Street road and utility infrastructure was constructed to facilitate development of Pleasant View Park. In 2014, a decision was made to defer assessment to the adjacent landowner until the property developed (which occurred in 2016).

Attached is an undated (presumably circa 1979) 7-page report from Jack Bennett, P.E.- City Engineer to the Franklin Finance Committee on the topic of Special Assessments for Street Reconstruction. The document states that “...the City of Franklin has no policy for the assessment of reconstruction of street projects, but does have an assessment policy for the construction of new roadways... included such projects as S 35th Street, S 29th Street, South 33rd Street, and West Central Avenue...” Staff has not yet been able to locate Engineer’s Reports for the referenced streets. A phone conversation with Mr. Bennett confirmed this practice and noted that properties were also assessed when a road was improved from a rural section to a curb and gutter section. Staff found three instances where properties were assessed for concrete curb and gutter and concrete driveway approaches.

Option 2 assumes that right-of-way and engineering will be donated to the City. For the purposes of this Council Action, Staff has not developed a cost estimate. Attached is a quote that Lynch Engineering obtained from Wanasek Corporation in April 2019 that will be assumed to be close enough for a discussion and all should acknowledge that the plans and a firm quote should be finalized before any numbers are used for final evaluation. Staff has not compared the plans with the quote but herein is assumed that all prices are for public work in the proposed W. Marquette Avenue right-of-way only.

Below are calculations assuming that land is donated, design engineering is donated, and storm drainage issues are incorporated within the two developments. Note that if both developments are not constructed at the same time as the road, City, MMSD, and DNR requirements will necessitate separate storm water management design and construction for the road alone. (* denotes assumed budget)

\$434,770.00	Grading (road and sidewalk work- see note below)
\$193,070.00	Sanitary sewer
\$142,345.00	Water main (does not include water main to loop to the east)
\$83,323.90	*Water main to the east for looping
\$104,125.00	Storm sewer (assumes that developments occur at the same time)
\$957,633.90	Sub-total Project Costs
\$143,645.09	*15% Construction contingency
\$165,191.85	*15% Inspection
\$1,266,470.84	Total Project Costs (Option 2)

Note- all options could consider that the City explore park impact fees to pay for the sidewalk. It is unclear how much the sidewalk portion was part of Wanasek’s quote.

This Option 2 could be fully born by the City, or a negotiated agreement with the developers (Option 4).

Option 3 assumes that the City must budget all items. Both developers have indicated to Staff that they are hesitant to donate real estate and other services if they will also be assessed for the improvements. This option would include land acquisition sufficient to address storm water retention/detention needs. (* denotes assumed budget)

\$957,633.90	Sub-total from Option 1 Construction
\$200,000.00	*Additional work needed for storm retention/detention
\$173,645.09	15% Construction contingency
\$1,331,278.99	Subtotal project costs
<hr/>	
\$199,691.85	*15% Engineering
\$199,691.85	*15% Inspection
\$140,000.00	*Land acquisition (4 acres @ \$35k/acre)
\$1,870,662.68	Total Project Costs (Option 3)

Option 3 would include consideration of special assessment. Wisconsin Statute §66.0701 "...city may, by ordinance, provide that the cost of installing or constructing any public work or improvement shall be charged in whole or in part to the property benefited, and make an assessment against the property benefited in the manner that the governing body determines. Franklin municipal code §207-15.B also uses may language.

In Franklin, an Engineer's Report is required and both State Statutes and Franklin Municipal Code provide broad guidance on how the benefit may be attributed to property owners. Franklin Code further specifies that the amount to be assessed "*shall be apportioned among the individual parcels in the manner designated by the City Council*" [§207-15.G]. Furthermore "...accomplish a fair and equitable assessment" [§207-15.J] language is specified. §207-15R discusses maximum rates for utilities when front foot basis is used, but no maximum assessments are mentioned if other methods are employed.

Both developers have expressed a desire that if the City desires to assess, only proposed lots fronting the improvements in their subdivision plats should be assessed and have also expressed an opinion that the proper assessment should not exceed \$40,000 per developer. Staff contends that both subdivisions need this infrastructure to facilitate the whole and complete development of each subdivision. \$80,000 [\$40k x 2 developers] represents less than 5% of the total project costs and is not representative of the relative need for each subdivision. Staff would not support this limited assessment in the Engineer's Report.

The enclosed exhibits illustrate which properties should be assessed for water, sewer, and roads. Properties already served by existing infrastructure are not assessed for newly constructed infrastructure.

For the potable water system, the cost of the project was interpolated from the Wanasek bid to be extended to the end of the existing water main at the end of the school property. The entire water main would be about 1,300 feet and considering the interpolation of a project to extend to the school property, the water system portion of the total project cost is approximately \$337,000, or about \$260/LF (or \$130/LF/side). The 2020 maximum assessment rate for water is \$121.42/LF/side. Since this assessment would include two existing single-family parcels, Staff recommends that the potable water system be assessed upon a front foot basis. Per §207-15.R(2), the balance of the costs would be financed by the water connection fee fund.

For the sanitary sewer, and storm sewer/retention basin systems, the potential assessments are from the two developable lands. Staff contends that regardless of acreage and frontage, each development has equal need for this infrastructure sewer so the costs should be split 50/50 amongst the two developments.

This road should be improved to the western property line of Pleasant View Elementary School. (PV). There has been much discussion regarding PV's need for the road connection. The issue of

road impact fees would reduce the City cost approximately 6% related to the future student growth at the school. The PV representatives have stated that they have no need for this road extension.

With the exception of two residential lots that are on private wells, Staff does not believe that existing residential homes benefit from the construction of new infrastructure as they are already served by water, sewer, and road. For the remaining land to be developed as subdivisions, Staff considered methods of allocating percentages based on frontage length of adjacent land and acres for development. Staff supports that each development equally needing the infrastructure is a "fair and equitable" method.

Below is a table that summarizes a first pass at allocation of assessments for each property owner. If assessments are the desired option, an engineering consultant will be needed to fully develop plans and construction estimates for a City project. Staff would provide a similar analysis in the Engineer's Report.

Property	Potable Water		Sanitary Sewer		Storm Sewer / Retention		Road		Total per Property
	Footage	Cost	%	Cost	%	Cost	%	Cost	
Hablewitz	750	\$91,065	50%	\$144,319.83	50%	\$279,833	47%	\$321,941	\$837,159
Koplinski	140	\$16,999							\$16,999
Hamrick	300	\$36,426							\$36,426
Creative Homes	1100	\$133,562	50%	\$144,319.83	50%	\$279,833	47%	\$321,941	\$879,656
Franklin School							6%	\$41,099	\$41,099
Franklin City		\$59,323							\$59,323
Total Component Cost		\$337,375		\$288,639.65		\$559,666		\$684,981	\$1,870,662

To defend a decision to assess or not assess for these improvements, the Common Council must be able to answer the question, **"Does the City install/pay for new roads/infrastructure as part of our normal business process?"** Franklin has historically assessed for utilities unless it met defined criteria for exceptions as outlined in the municipal code- which is not applicable here. As for roads, there have been limited previous assessments for roadways, and the known examples are listed in discussion for Option 1.

If the answer to the above question is **"no,"** then it would be very hard for the Council to change course now and go with Option 2, and then change back to its standard policy/practice. Unless, of course, Council would like to change its policy/practice and begin paying for all of the new roads/infrastructure needed for new development, which would be very expensive. On the other hand, if the answer is **"yes,"** where one can say that the City typically pays for these improvements, then asking the developers to do so in just this case would again be selective and the City would likely not be successful in that effort.

Option 4 assumes that the City and the Developers negotiate an agreement. One example may be Option 2 where the City agrees to participate with \$XXX,XXX. This option could also be Option 3 where the City will finance \$XXX,XXX and special assess the remainder of the improvements.

Historically, Franklin has only required partial recovery of the costs when the City desired something greater than needed for the benefited properties- i.e. over size, greater depth, extra wide, across undevelopable lands, etc. In this situation, the public utilities are the minimum size, the street would be the minimum required for a residential development, and there is no adjacent undevelopable land due to wetlands or other natural resources.

OPTIONS

- A. Direct Staff to proceed with Option 1- require developers to pay for and construct infrastructure. If the Common Council prefers to continue on with past policies and practices, Option 1 should be selected.
- B. Direct Staff to proceed with Option 2- agree to pay for improvements and only ask developers for donation of engineering design and right-of-way. If Common Council would like to change course from the overwhelmingly majority of past practices, and be responsible for funding future developer needed improvements/infrastructure, this option should be selected.
- C. Direct Staff to proceed with Option 3- plan to conduct this project as a City project and direct Staff to solicit a separate design firm for the work. If Common Council is willing to fund the project up front and get paid back over time, through the special assessment process, Option 3 should be selected.
- D. Direct Staff to implement Option 4 by a combination of methods. Development of roadways and infrastructure is not something that the City can jump back and forth on with regard to funding. It is believed that communities may change methods once and it might be defensible, but flipping back and forth is not defensible.

FISCAL NOTE

There is a combined \$750,000 in the 2020 Budget for W. Marquette Avenue from S. 51st Street, through S. 49th Street, to Pleasant View School.

The Road Impact Fees study, currently under development, is considering that Pleasant View Elementary School has a current enrollment of 510 and has a building capacity of 540 students (almost 6% future growth). That would result in \$26,100 [6% of the \$435,000 in road costs above

A budget amendment would be required to authorize the \$1,875,000 in total costs [increase the appropriation by \$1,125,000] – which would require Finance input to identify the additional funding.

If desired, Staff can research applicability of impact fees to pay for the sidewalk section.

RECOMMENDATION

(Option A) Direct Staff to work with developers as they plan and pay for infrastructure related to their developments.

Engineering Department: GEM

TO: FRANKLIN FINANCE COMMITTEE

FROM: JOHN M. BENNETT, P.E., CITY ENGINEER

SUBJECT: PRELIMINARY REPORT ON SPECIAL ASSESSMENTS FOR STREET RECONSTRUCTION.

Gentlemen:

Pursuant to the request of the Chairman of the Finance Committee regarding the possibility of special assessing the cost of roadway reconstruction of State Trunk Highway (S.T.H.) 100 and other future reconstruction projects, please be advised that the Franklin Engineering Department has investigated the policies of other communities relative to special assessments and is submitting the following comments for review by the Finance Committee.

At the present time, the City of Franklin has no policy for the assessment of reconstruction street projects, but does have an assessment policy for the construction of new roadways. New roads have been assessed in the past and have included such projects as South 35th St., South 29th St., South 33rd St. and West Central Ave. The City has not assessed reconstruction street projects with the major recent example being that of West Drexel Ave. The difference between a reconstruction street project and a new construction street project is that a reconstruction project would include construction work on a street that is considered a fully accepted street where new construction would include construction work on newly acquired right-of-way or in existing rights-of-way where the street was not improved with a hard driving surface.

I. Other Communities' Assessment Policies

While the Franklin Engineering Department has not made an extensive survey of the assessment policies of other communities, we have looked into two communities that do special assess road reconstruction projects. A brief description of the City of Milwaukee and the City of Janesville assessment policies for road reconstruction are as follows:

A. City of Milwaukee Assessment Policy

Each year the City of Milwaukee sets an assessment rate for new construction and reconstruction projects based on the average rate of the construction cost for the following year. The special assessment rate for 1979 has been established as follows:

<u>Improvements</u>	<u>1 & 2 Family Lots</u>	<u>All Other Lots</u>
8" Pavement	\$22.00/ft.	\$24.00/ft.
Curb & Gutter	5.25/ft.	5.25/ft.
Storm Sewer	8.00/ft.	8.00/ft.

The City of Milwaukee bases their assessment rate on a complex formula, but as I understand their procedure, the assessment rate is set to reflect the cost of a local residential street and the City of Milwaukee general fund picks up the costs above the special assessment costs. The City of Milwaukee no longer uses an area assessment charge, although they still have the procedure on their books. The area charge was only used for what they call a "street opening" or the construction of a new access to an area which was obtained through property acquisition.

B. City of Janesville Assessment Policy

The City of Janesville has a very simple assessment policy which has been in effect for over ten years. Their assessment policy calls for a maximum assessment of 1/2 the cost of a 36 foot face to face street for all residential uses and a maximum assessment of 1/2 the cost of a 52 foot face to face street for all commercial and industrial properties. If the assessment cost is less than the above, the actual assessment costs would be used. If the construction cost on such as a major highway is greater than the above, the City picks up the cost above the assessment rate.

II. Recommended Method of Special Assessment for City of Franklin Reconstruction Projects

The method of special assessment used by the City of Janesville appears to be best suited for consideration by the City of Franklin. It appears logical that property owners should pay an assessment equal to the cost of a minor street just as the property owner that purchases a new lot in a subdivision, in fact, must pay for the cost of the street when the lot is purchased. It also appears logical that commercial, industrial and multifamily uses will benefit to a higher degree due to the reconstruction of a roadway as they produce more traffic.

Using the Janesville method of special assessment and adapting their method to the City of Franklin would involve the determination of the width of a minor street and the width of a collector street to be used for the calculation of the maximum assessment rate. The City of Franklin municipal code defines the width of a local and collector street as 28 feet and 40 feet respectively. Therefore, the City of Franklin could use the Janesville method of special assessment by using the 28 foot width for a minor street and 40 foot width for a collector street. Also, it is recommended that the portion of the City of Milwaukee assessment policy be used regarding the definition of single-family and two-family versus all other uses instead of the Janesville policy of residential uses versus non-residential uses as the Milwaukee policy will shift a higher rate to the multi-family zoned lands.

While the above recommended policies are very general and other items such as corner lot consideration, double frontage and other exceptions must be addressed, the above recommendations will give a starting point for the consideration of an assessment policy.

III. Calculation of Assessment Cost for 1979

In order to apply the above recommended assessment policy to see how the policy would effect proposed projects under consideration by the City, it is necessary to determine the assessment rate for 1979. The following are the assumptions and calculations for the maximum assessment rates for a local and collector street. The cost calculations for a local street would be used to determine the maximum assessment rate for all other uses except single-family and two-family lots.

The following is the Engineering Department estimate for the 1979 cost of the construction of a local and collection system. The cost estimates are based only on the cost of the roadway surface and all other items of construction such as grading and shouldering have not been included in the cost estimate as they may vary from project to project.

A. Local Street Assessment Rate to Be Used for Single-Family and Two-Family Uses

1. Local street Assessment Rate - Roadways without curb and gutter - Roadway width 24 feet-subdivision construction standards.

Stone - \$1.76/sq. yd. x 2.67 sq. yd./ft.	=	\$4.70
Asphalt - \$6.30/sq.yd. x 2.67 sq.yd./ft.	=	\$16.82
Total		\$21.52

\$21.52 per running foot or \$10.76 per front foot.

2. Local Street Assessment Rate - Roadways with curb and gutter - Roadway width face to face 28 feet - Sub-division construction standards.

Stone - \$1.76/sq.yd. x 2.67 sq.yd./ft.	=	\$4.70
Asphalt - \$6.30/sq.yd. x 2.67 sq.yd./ft.	=	16.82
Curb & Gutter - \$5.50 per ft. x 2	=	11.00

Total	\$32.52
-------	---------

\$32.52 per running foot or \$16.26 per front foot

B. Collector Street Assessment Rate to Be Used for All Other Uses than Single-Family and Two-Family Uses.

1. Collector Street Assessment Rate - Roadways without curb and gutter - Roadway width 36 Feet - subdivision construction standards.

Stone - \$1.76/sq.yd. x 4 sq.yd./ft.	=	\$7.04
Asphalt - \$6.30/sq.yd. x 4 sq.yd./ft.	=	25.20

Total	\$32.24
-------	---------

\$32.24 per running foot or \$16.12 per front foot.

2. Collector Street Assessment Rate - Roadways with curb and gutter - Roadway width 40 feet face to face - Subdivision construction standards.

Stone - \$1.76/sq.yd. x 4 sq.yd./ft. = \$7.04

Asphalt - \$6.30/sq.yd. x 4 sq.yd./ft. = 25.20

Curb & Gutter - \$5.50 per ft. x 2 = 11.00

Total \$43.24

\$43.24 per running foot or \$21.62 per front foot.

IV. Calculation of the Assessment Return for the Reconstruction of S.T.H. 100

A. Assumptions

Assume that a special assessment ordinance would be created based on the above recommendation and that the 1979 construction rates would be used for the calculation of the assessments. Also, assume that no assessment would be collected for lots fronting on the service drives which parallel S.T.H. 100.

B. Calculation of Assessment Return from Frontage of All Single-Family and Duplex Lots at the Rate of the Local Street Rate and all Other Uses at the Rate of a Collector Street.

The construction of S.T.H. 100 from West Colldge Ave. to Phyllis Lane will be reconstructed with curb and gutter and said section is calculated at a curb and gutter assessment rate. The remaining section of S.T.H. 100 will not have curb and gutter installed and the assessment rate does not include the calculation for curb and gutter.

1. Single-family and two-family frontage between West College Ave. and W. Phyllis Lane where curb and gutter will be installed:

2600 front footage x \$16.26/ft. = \$42,276

2. All other frontage except single-family and two-family between W. College Ave. and W. Phyllis Lane where curb and gutter will be installed:

5350 front footage x \$21.62/ft. = \$115,667

3. Single-family and two-family frontage between a point north of W. Church St. to a point south of W. Church St. where no curb and gutter will be installed:

2585 front footage x \$10.76/ft. = \$27,815

Total = \$185,758

C. Summary of S.T.H. 100 Project Cost as Estimated by the State Division of Highways

City of Franklin share of project cost	\$328,750
Assessment return as calculated above	185,757
City of Franklin's cost after assessment return	<u>\$142,993</u>

D. In addition to the above, the City could assess a portion of the storm sewer costs in the portion of S.T.H. 100 in which storm sewer is installed between W. College Ave. and W. Phyllis Lane. The State Division of Highways has calculated that \$25,000 of the storm sewer cost is for off road drainage; therefore, the City will have to pay 100% of the \$25,000 in addition to 15 percent of the remaining storm sewer cost. The total cost for all storm sewer costs are included in the \$328,750 estimate. Listed below are two alternative methods that may be considered for assessment of the storm sewer costs for S.T.H. 100.

1. Assess the storm sewer costs at the same rate as the City of Milwaukee assesses for storm sewer - \$8.00 per front foot. There is no question that this is a lower rate than the actual storm sewer cost within an average subdivision street. The assessment return at \$8.00 per front foot for the section of S.T.H. 100 that has storm sewer installed is as follows:

7950 front feet x \$8.00/ft. = \$63,600

If storm sewer is assessed at \$8.00 per front foot, the City of Franklin's cost of the reconstruction of S.T.H. 100 would be as follows:

City's share of project cost	\$328,750
Assessment return for roadway assessment	185,757
Assessment return for storm sewer assessment	63,600
City of Franklin's cost after assessment returns	<u>\$ 79,393</u>

2. Assess only the cost of the \$25,000 of road drainage. While the City's cost of the storm system will be more than the \$25,000 as the City must pay 15 percent of the cost of the remaining storm sewer, the City could justify only assessing the cost of the \$25,000 off-road system drainage. The assessment rate for the off-road system drainage would be as follows:

\$25,000/7950 front feet = \$3.14/front foot

If the storm sewer is assessed at \$3.14 per front foot, the City's cost of the reconstruction of S.T.H. 100 would be as follows:

City's share of project cost	\$328,750
Assessment return for roadway assessment	185,757
Assessment return for storm sewer assessment	25,000
City's cost after assessment return	<u>\$117,993</u>

V. Calculation of the Assessment Return for the Reconstruction of South 68th Street Between West Rawson Avenue and West Drexel Avenue

In order to provide an example of how a reconstruction assessment policy might effect a local reconstruction street project, the Franklin Engineering Department has selected South 68th Street between West Rawson Avenue and West Drexel Avenue as an example. Due to extensive grading required for the reconstruction of S. 68th St. and the amount of double frontage lots, it appears that S. 68th St. would be a good example of how a maximum reconstruction would function. The following are the calculations required to determine the assessment return:

- A. Assessable frontage assuming that double frontage lots within the subdivisions would not be assessed - 8070 feet.
- B. Assessment rate for single-family and two-family with no curb and gutter - \$10.76/ft.
- C. Assessment return:
- | | |
|-------------------------------|----------|
| 8070 front feet x \$10.76/ft. | \$86,833 |
|-------------------------------|----------|
- D. Estimated cost of reconstruction cost of S. 68th St. between W. Rawson Av. and W. Drexel Av.
- | | |
|--|----------------|
| | <u>150,000</u> |
|--|----------------|
- E. Project cost to the City after assessment return
- | | |
|--|-----------------|
| | <u>\$63,167</u> |
|--|-----------------|

The use of the special assessment policy on S. 68th St. would reduce the City's cost from \$150,000 to \$63,167 as the difference in cost would be picked up through the special assessment charge. The effect of the special assessment policy would vary for each street improvement with some reconstruction projects being self-supporting. The recommended assessment policy would have a direct correlation between the required improvements within an improved subdivision. Unimproved lots located on existing streets within the City have historically sold for much less than improved lots within an improved subdivision. Therefore, it appears logical that the cost of street improvements should be passed on to the owners of unimproved lots which will offset the lower initial investment of the unimproved lot.

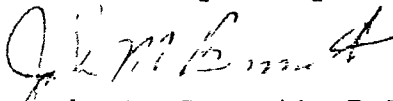
VI. Assessment of Improvements Benefitting Only Individual Properties

It is recommended that all improvements that would not be considered a direct public benefit such as driveway culvert and driveway approaches would be assessed as 100 percent of the cost if installed by public contract. This policy could be incorporated into the special assessment ordinance.

VII. Summary

In summary, the above is a preliminary report on the general policies for the development of a special assessment policy. If the Finance Committee or the Common Council wishes to proceed further with the assessment policy, it will be necessary to work out the detailed procedures as how to handle double frontage lots, corner lots, non-conforming uses and other circumstances that should be covered by the assessment policy. Please advise, if you wish the Franklin Engineering Department to proceed with the detailed development.

Yours very truly,


John M. Bennett, P.E.
City Engineer

JMB:nc

REPORT ON SPECIAL ASSESSMENTS

WEST AIRWAYS AVENUE
CURB & GUTTER & DRIVEWAY APPROACHES

JUNE 3, 2002

The Common Council of the City of Franklin directed the Franklin Engineering Department to prepare the Report on Special Assessments for the concrete curb and gutter and concrete driveway approach portion of the reconstruction of West airways Avenue from east of S. 60th Street to east of S. 57th Street as included in Resolution 2002-5325 adopted May 21, 2002, which resolution described the portion of the streets in which improvements are to be installed.

Herewith is the report, consisting of Schedules A through D, attached.

CITY OF FRANKLIN

Ronald J. Romeis, P.E.
Assistant City Engineer

REPORT ON SPECIAL ASSESSMENTS

SOUTH 57TH STREET

CURB & GUTTER & DRIVEWAY APPROACHES

MAY 18, 2004

The Common Council of the City of Franklin directed the Franklin Engineering Department to prepare the Report on Special Assessments for the concrete curb and gutter and concrete driveway approach portion of the reconstruction of South 57th Street from W. Airways Avenue to W. Franklin Drive as included in Resolution 2004-5698 adopted May 4, 2004, which resolution described the portion of the streets in which improvements are to be installed.

Herewith is the report, consisting of Schedules A through D, attached.

CITY OF FRANKLIN

Ronald J. Romeis, P.E.
Assistant City Engineer

REPORT ON SPECIAL ASSESSMENTS

S. 51st STREET

W. RAWSON AVENUE TO A POINT 1300 FEET NORTH

PROJECT NO. 2007-R101

NOVEMBER, 2008

The Common Council of the City of Franklin directed the City Engineer to prepare the Report on Special Assessments for the reconstruction including medians and drives requiring grading and the installation of concrete curb and gutter, sidewalks and bituminous pavement as included in Resolution No. 2008 – 6502 adopted on December 2, 2008.

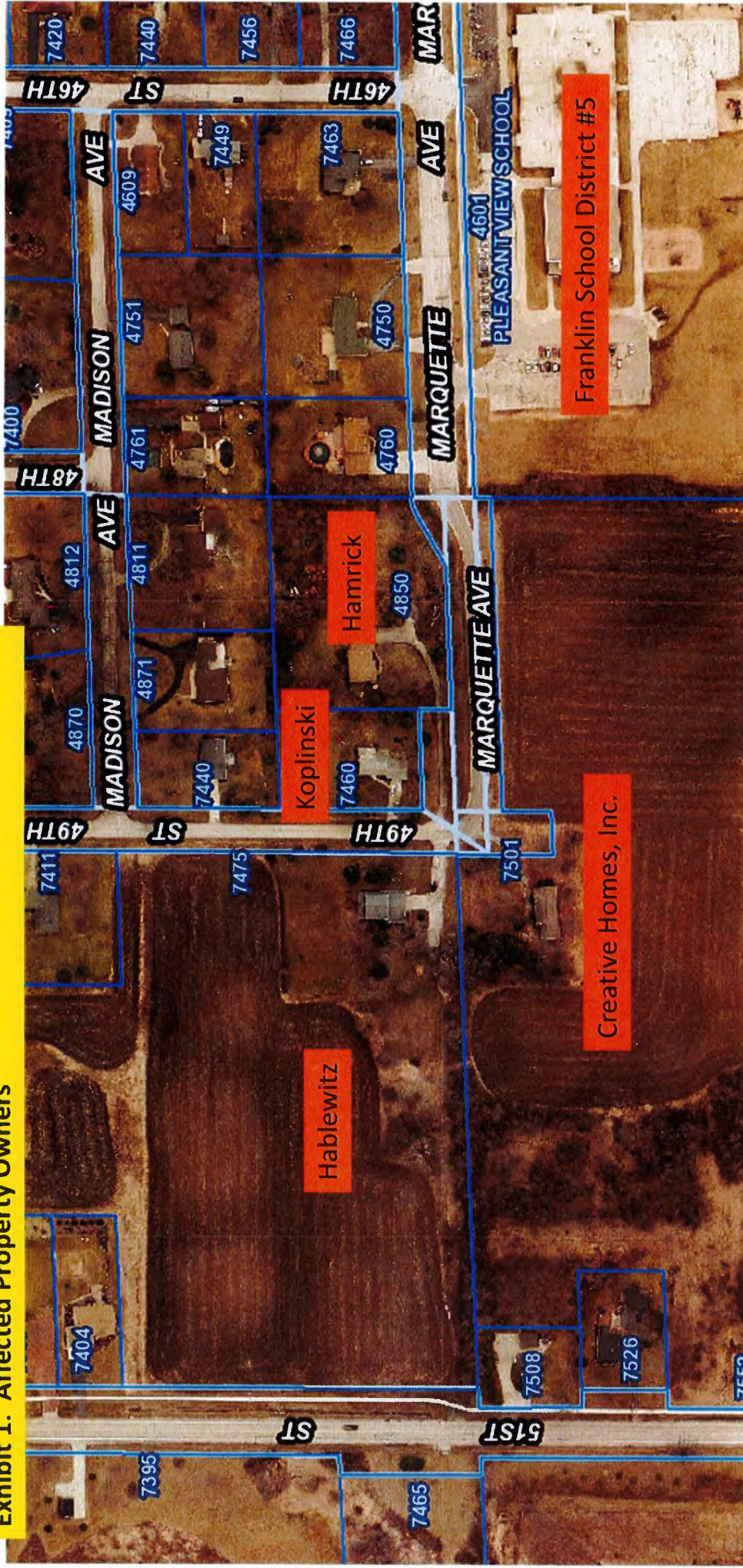
Herewith is the report, consisting of Schedules A through D.

John M. Bennett, P.E.

City Engineer

Date

Contemplated Special Assessments for Marquette Avenue Infrastructure
Exhibit 1. Affected Property Owners



**Contemplated Special Assessments for Marquette Avenue Infrastructure
Exhibit 2. Current Customers and Potential Assessments**



APPROVAL <i>all</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 4, 2020
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ISSUE A CHANGE ORDER 03 FOR PLEASANT VIEW PARK PAVILION (4901 W. EVERGREEN STREET) IN THE AMOUNT OF \$8,186.06	ITEM NUMBER <i>6.9.</i>

BACKGROUND

On June 18, 2019, Common Council awarded a contract to Ray Stadler Construction Co. in the amount of \$544,000 for the construction of the Pleasant View Pavilion in Pleasant View Park- 4901 W. Evergreen Street. The project is a lump-sum construction project. On August 20, 2019, a Change Order No. 1 was issued for \$19,117.06 to incorporate some concrete work. Change Order No. 2 was issued for locks and miscellaneous code revision requirements for \$6,407.47.

During a final punch list inspection, Staff noted some needed changes. These changes were not in the plans and will require an additional cost.

ANALYSIS

The changes are related to downspouts (to accommodate underground drainage), snow rail systems, additional guttering, and weather-stripping around the overhead doors. Staff has discussed the changes with the architect and is comfortable that it is best to ask the contractor to make the changes for the increased cost of \$8,186.06.

OPTIONS

- A. Authorize the full amount for a change order; or
- B. Refer to Staff with additional direction.

FISCAL NOTE

Finance recommends that the required \$8,200 be appropriated from the 2020 park land appropriation.

COUNCIL ACTION REQUESTED

(Option A). Resolution 2020-_____ a resolution to issue a Change Order 03 for Pleasant View Park Pavilion (4901 W. Evergreen Street) in the amount of \$8,186.06.

Engineering: GEM

RESOLUTION NO. 2020 - _____

RESOLUTION TO ISSUE A CHANGE ORDER 03
FOR PLEASANT VIEW PARK PAVILION (4901 W. EVERGREEN STREET)
IN THE AMOUNT OF \$8,186.06

WHEREAS, the Common Council awarded a lump sum contract on June 18, 2019, to Ray Stadler Construction Co. for the construction of the Pleasant View Pavilion in Pleasant View Park-4901 W. Evergreen Street (Project 2019-3) in the amount of \$544,000; and

WHEREAS, the Common Council previously authorized Change Order No. 1 and No. 2 to bring the project total to \$569,524.53; and

WHEREAS, additional weather-stripping, gutters, downspouts, and ice guards are needed that were not included in the initial design; and

WHEREAS, Staff has reviewed the changes with the project architect;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized and directed to execute Change Order 03 to increase the total contract amount by \$8,186.06 to \$577,710.59.

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____th 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: 03 _____

Dated: August 4, 2020 _____

PROJECT NAME Pleasant View Pavilion in Pleasant View Park _____

PROJECT LOCATION 4901 W. Evergreen Street _____

CONTRACTOR: Ray Stadler Construction Co. _____

Contract For _____

Nature of the Changes:

- Install additional weather-stripping, gutters, downspouts, and ice guards

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

Original Contract Price \$ 544,000 _____

Contract price prior to this Change Order \$ 569,524.53 _____

Net Increase resulting from this Change Order \$ 8,186.06 (+) _____

Current contract price including this Change Order \$ 577,710.59 _____

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: _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/04/20
REPORTS & RECOMMENDATIONS	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)	ITEM NUMBER G.10.
<p>At the July 23, 2020, regular meeting, the Plan Commission carried a motion to recommend approval of a Resolution imposing conditions and restrictions for the approval of a Special Use for used merchandise store under the Standard Industrial Classification (SIC) No. 5932 upon property located at 6544 S. Lovers Lane Road.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution 2020-_____, 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).</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

July 14 20

RESOLUTION NO 2020-_____

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)

WHEREAS, Robert A. Settecase, owner of MMX3 LLC (Mega Media Xchange), having petitioned the City of Franklin for the approval of a Special Use within a B-3 Community Business District under Standard Industrial Classification Title No. 5932 "Used Merchandise Stores", to allow for a Mega Media Xchange movies, video games and electronics buy/sell/rental store (with the addition of a gaming lounge to this Franklin location, in which customers will rent gaming computers and systems in an interactive environment serving food and non-alcoholic beverages) use, with hours of operation from 10.00 a.m. to 9.00 p.m., Monday through Saturday, and 11.00 a.m. to 7.00 p.m. on Sundays, upon property located at 6544 South Lovers Lane Road (Garden Plaza Shopping Center), bearing Tax Key No. 705-8997-004, more particularly described as follows.

Parcel No. 2, Certified Survey Map No. 5375, being a re-division of Parcel No. 1 of CSM No. 3247, Outlot 2 of Whitnall Edge Subdivision, and unplatted lands in the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 5, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on February 15, 1990 at Reel 2420, Image 890 to 893 inclusive, as Document No. 6354945, and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 23rd day of July, 2020, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan, that it will not have an undue adverse impact upon adjoining property, that it will not interfere with the development of neighboring property, that it will be served adequately by essential public facilities and services, that it will not cause undue traffic congestion, and that it will not result in damage to property of significant importance to nature, history or the like, and

ROBERT A SETTECASE, OWNER OF MMX3 LLC (MEGA MEDIA XCHANGE) –
SPECIAL USE
RESOLUTION NO 2020-_____
Page 2

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3 0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Robert A Settecase, owner of MMX3 LLC (Mega Media Xchange), for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions

1. That this Special Use is approved only for the use of the subject property by Robert A Settecase, owner of MMX3 LLC (Mega Media Xchange), successors and assigns, as a movies, video games and electronics buy/sell/rental store (with the addition of a gaming lounge) use, which shall be developed in substantial compliance with, and operated and maintained by Robert A Settecase, owner of MMX3 LLC (Mega Media Xchange), pursuant to those plans City file-stamped May 22, 2020 and annexed hereto and incorporated herein as Exhibit A
- 2 Robert A Settecase, owner of MMX3 LLC (Mega Media Xchange), successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the movies, video games and electronics buy/sell/rental store (with the addition of a gaming lounge) use, within 30 days of invoice for same Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9 0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time
- 3 The approval granted hereunder is conditional upon Robert A Settecase, owner of MMX3 LLC (Mega Media Xchange) and the movies, video games and electronics buy/sell/rental store (with the addition of a gaming lounge) use for the property located at 6544 South Lovers Lane Road (Garden Plaza Shopping Center) (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances, and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval
- 4 All signage shall comply with the requirements of Chapter 210 of the Municipal Code and must receive a Sign Permit from the Inspection Services Department prior to installation.

ROBERT A SETTECASE, OWNER OF MMX3 LLC (MEGA MEDIA XCHANGE) –
SPECIAL USE
RESOLUTION NO 2020-_____
Page 3

- 5 The applicant shall obtain all necessary approvals from the Health Department prior to the operation of food and beverage services

BE IT FURTHER RESOLVED, that in the event Robert A Settecase, owner of MMX3 LLC (Mega Media Xchange), successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special

Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9 0502 thereof and §1-19 of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500 00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9 0103 of the Unified Development Ordinance

BE IT FURTHER RESOLVED, pursuant to §15-9 0103G of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin

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

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

ROBERT A SETTECASE, OWNER OF MMX3 LLC (MEGA MEDIA XCHANGE) –
SPECIAL USE
RESOLUTION NO 2020-_____
Page 4

APPROVED

Stephen R Olson, Mayor

ATTEST

Sandra L Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

REPORT TO THE PLAN COMMISSION

Meeting of July 23, 2020

Special Use

RECOMMENDATION: City Development Staff recommends approval of this Special Use application for Mega Media Xchange at 5444 S Lover Lane Rd for Used Merchandise Stores (SIC No. 5932)

Project Name:	Mega Media Xchange
Project Address:	6544 S Lovers Lane Rd
Property Owner:	Hartland Meadows, LLC
Applicant:	Robert Allen Settecasse, Mega Media Xchange (MMX3 LLC)
Zoning:	B-3 Community Business District
Use of Surrounding Properties:	This property is located within a strip-mall type shopping center development, with surrounding stores including an Anytime Fitness, Kumon Math and Reading Center, and Budget Blinds. To the east there are several residential developments, and to the west, north, and south there are several car dealerships, a gas station, and a hardware store.
Applicant Action Requested:	Approval of a Special Use Permit

INTRODUCTION:

Mega Media Xchange is a regional business that buys and sells used movies, video games, and electronics. They have been in business since 1997 and currently operates three locations, including on the east side of Milwaukee (N. Farwell Ave), in Greenfield (Layton Ave), and in Brookfield (Bluemound Rd)

Their newly proposed Franklin location at 6544 S Lovers Lane Rd in the Garden Plaza shopping center will also include a gaming lounge, in which customers will rent gaming computers and systems in an interactive environment. Mega Media Xchange also plans to serve pizza and non-alcoholic beverages.

The new location in Franklin will operate Monday-Saturday from 10:00 am to 9:00 pm and Sundays from 11:00 am to 7:00 pm

PROJECT DESCRIPTION AND ANALYSIS:

The proposed location of Mega Media Xchange in Franklin at 6544 S Lovers Lane Rd falls within the B-3 Community Business District zoning district. Used merchandise stores may be allowed by Special Use permit in the B-3 district and are classified under the Standard Industrial Classification (SIC) No. 5932:

5932 Used Merchandise Stores

This industry includes stores primarily engaged in the retail sale of used merchandise, antiques, and secondhand goods, such as clothing and shoes; furniture; books and rare manuscripts; musical instruments; office furniture; phonographs and phonograph records; and store fixtures and equipment. This industry also includes pawnshops

Mega Media Xchange has submitted a substantially complete application for a special use permit, allowing for Section § 15-3 0701 of the Unified Development Ordinance sets out the General Standards for Special Uses. The applicant has submitted responses to each of those standards, asserting that there will be no undue adverse impact or interference with surrounding development as a result of this special use, and that the use will provide adequate public facilities. The applicant asserts that there will be no undue traffic congestion, no destruction of significant features, and that the business will comply with all standards.

The applicant also states that there will be a public benefit to Mega Media Xchange's presence in Franklin. "The city of Franklin does not have a business like Mega Media and it will serve as a family entertainment destination to save the customer money from purchasing items new and providing a service to customers that want to sell [their] unwanted items."

The intent of the B-3 district is to accommodate the needs of a much larger customer population that served by the B-1 Neighborhood Shopping District, to provide for a relatively large grouping of establishments, and to provide for an arrangement of retail trade establishments that are compatible in function and operation. Staff believes that this special use is in harmony with the intent of this zoning district.

UDO Section § 15-3 0703 Detailed Standards for Special Uses in Nonresidential Districts does NOT apply to this project, as the proposed special use is not one of the specified special uses in this section.

STAFF RECOMMENDATION:

The Department of City Development staff recommends approval of this application for Special Use.

As the applicant is not proposing exterior modifications to the property beyond a new sign (to be permitted separately), a Site Plan amendment is not required at this time. Finally, staff also would like to remind the applicant that a permit to serve food and beverages will be needed from the health department; information has already been provided to the applicant regarding this requirement.

6544 S. Lovers Lane Rd.
TKN: 705 8997 004



Planning Department
(414) 425-4024

0 175 350 700 Feet

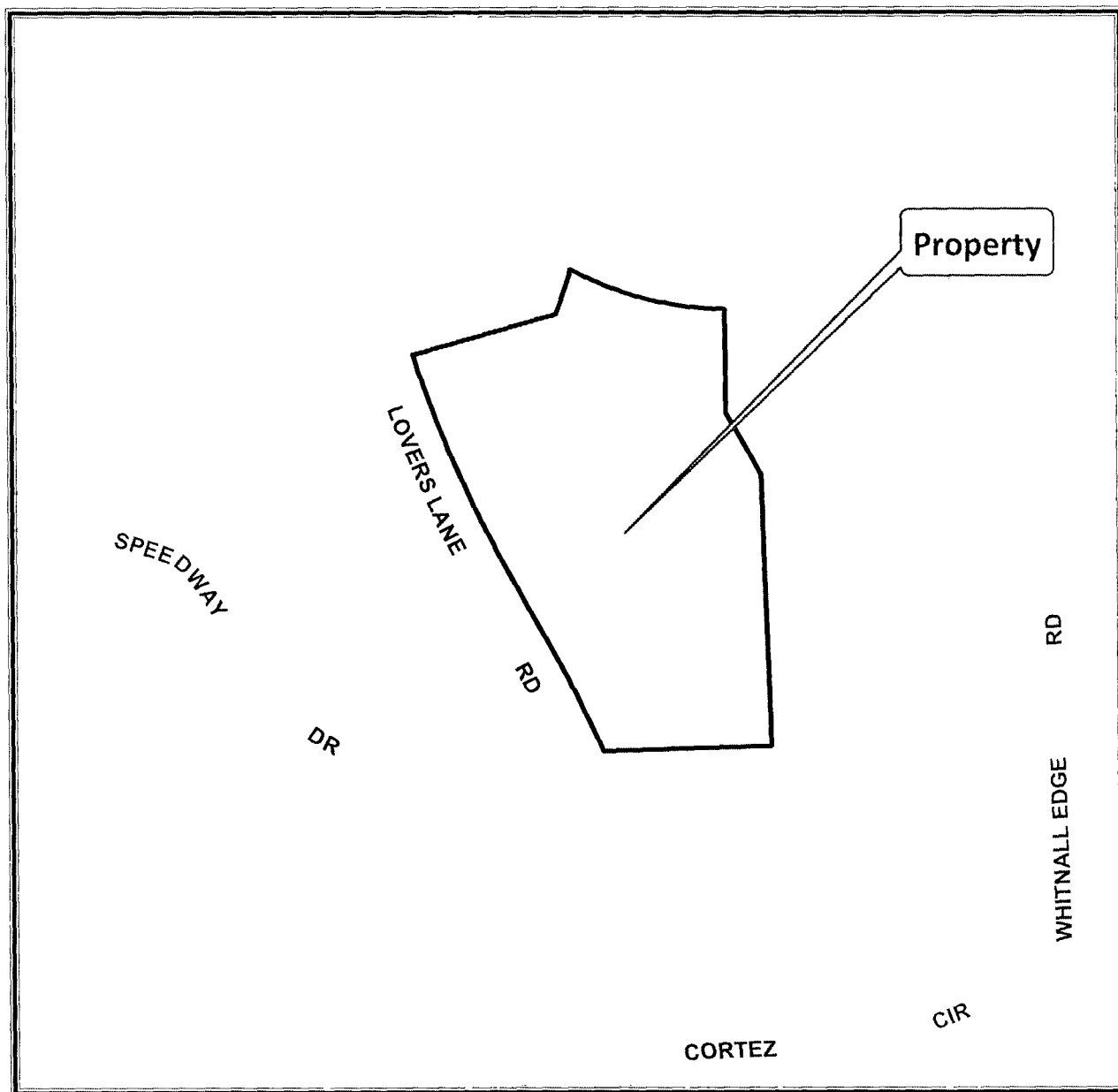


2017 Aerial Photo

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



6544 S. Lovers Lane Rd.
TKN: 705 8997 004



Planning Department
(414) 425-4024

0 175 350 700 Feet

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



2017 Aerial Photo

City of Franklin
Department of City Development

Date June 23, 2020
To Robert Allen Settecase, Mega Media Xchange (MMX3 LLC)
From Department of City Development Staff
RE Special Use – Mega Media Xchange – 6544 S Lovers Lane Rd

Please be advised that City Staff has reviewed the above application for the Special Use Permit for Mega Media Xchange at 6544 S Lovers Lane Road. The application was received and filed on May 26, 2020, following a consultation with the applicant at the beginning of May.

Mega Media Exchange buys and sells games and electronics, and at the Franklin location will also rent gaming equipment and provide an interactive environment serving food and drinks. Used merchandise stores are allowed only by Special Use Permit in the B-3 Community Business District and are classified under the Standard Industrial Classification (SIS) No. 5932.

The application is substantially complete, and the proposed special use appears to meet the General Standards for Special Uses as defined in UDO § 15-3 0701. Staff comments are as follows:

Department of City Development

- The application states that the Project Summary should include a description of any new building construction and site work, interior/exterior modifications or additions to be made to the property, as well as site improvement costs. This information is missing from the project summary. Please include this information in a re-submitted project summary so that Department of City Development staff can determine if a site plan amendment would be needed for this project.
- The operator would need to have a food license to serve pizza at this location, please contact the Health Department to obtain the appropriate license.
- A license from the Clerk's Office may be required, please call 414-425-7500 for more information.
- New signage requires a separate permit from the Inspection Services Department.
- For information about required building permits, please contact the Inspection Services Department.

Engineering Department Staff Comments

No comments

Fire Department Staff Comments

The fire department has no comments/concerns at this time.

Mega Media Xchange Project Summary

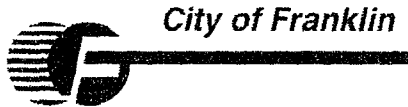
Mega Media Xchange buys and sells movies, video games, and electronics. Also, Mega Media will be adding a gaming lounge to its Franklin location in which customers will rent gaming computers and systems in a interactive environment serving pizza and non-alcoholic beverages. The only work being done inside the space is painting the interior walls. Mega Media has been in business for 23 years since 1997 with three current locations.

Franklin

JUL 13 2020

City Development

Planning Department
9229 West Loomis Road
Franklin Wisconsin 53132
Email generalplanning@franklinwi.gov



Phone (414) 425 4024
Fax (414) 427 7691
Web Site www.franklinwi.gov

Date of Application 05 19 2020

SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION

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

Applicant (Full Legal Name[s])

Name Robert Allen Settecase
Company Mega Media Xchange
Mailing Address 1709 N Farwell Ave
City / State Milwaukee WI Zip 53202
Phone 4147453889
Email Address robmmx@gmail.com

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

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

Project Property Information

Property Address 6544 S Lovers Lane Rd Franklin WI
Property Owner(s) Hartland Meadows LLC
PO Box 61
Mailing Address _____
City / State Elm Grove WI Zip 53132
Email Address jinvestmentinc@aol.com

Tax Key Nos 705 8997 004
Existing Zoning B 3
Existing Use Amusement Center
Proposed Use 2nd hand dealers license gaming lounge
Future Land Use Identification commercial

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

Special Use/Special Use Amendment submittals for review must include and be accompanied by the following

- ☐ This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- ☐ Application Filing Fee payable to City of Franklin
 - ☒ \$1500, New Special Use over 4,000 square feet
 - ☐ \$1000 Special Use Amendment
 - ☐ \$750, New Special Use under 4,000 square feet
- ☐ Legal Description for the subject property (WORD doc or compatible format)
- ☐ One copy of a response to the General Standards, Special Standards (if applicable), and Considerations found in Section 15 3 0701(A), (B), and (C) of the Unified Development Ordinance available at www.franklinwi.gov
- ☐ Seven (7) complete collated sets of Application materials to include
 - ☐ One (1) original and six (6) copies of a written Project Summary including description of any new building construction and site work, interior/exterior building modifications or additions to be made to property, site improvement costs, estimate of project value and any other information that is available)
 - ☐ Three (3) folded full size, drawn to scale copies (at least 24" x 36 ") of the Site Plan/Site Plan Amendment package (The submittal should include only those plans/items as set forth in Section 17 7 0101, 15 7 0301 and 15 5 0402 of the Unified Development Ordinance that are impacted by the development (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, etc.)
 - ☐ Four (4) folded reduced size (11"x17") copies of the Site Plan/Site Plan Amendment package
- ☐ One colored copy (11"x17") of the building elevations, if applicable
- ☐ Three copies of the Natural Resource Protection Plan and report, if applicable (see Section 15-4 0102 & 15 7 0201 of the UDO)
- ☐ Email (or CD ROM) with all plans/submittal materials Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable)

*Upon receipt of a complete submittal staff review will be conducted within ten business days

*Special Use/Special Use Amendment requests require Plan Commission review a Public Hearing and Common Council approval

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

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

Signature Robert Allen Settecase
Name & Title (PRINT) Robert Settecase

Date 5/22/20

Signature _____
Name & Title (PRINT) _____

Date _____

Signature Robert Settecase
Name & Title (PRINT) Robert Settecase

Date 5.22.20

Signature Franklin
Name & Title (PRINT) _____

Date MAY 22 2020

City Development

EXHIBIT A
LEGAL DESCRIPTION OF THE SHOPPING CENTER

PARCEL No 1 and No 2,

Parcels 1 and 2 of Certified Survey Map No 5375 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on February 15, 1990 in Volume 2420 of Certified Survey Maps, at page 890, as Document No 6354945, being a re-division of Parcel 1 of Certified Survey Map No 3247, Outlot 2 of Whitnall Edge Subdivision and unplatted lands in the Northwest ¼ and the Southwest ¼ of the Northwest ¼ of Section 5, Township 5 North, Range 21 East Said lands being in the City of Franklin, County of Milwaukee, State of Wisconsin

PARCEL No 2,

CERTIFIED SURVEY MAP NO 5375, BEING A RE-DIVISION OF PARCEL NO 1 OF C S M NO 3247, OUTLOT 2 OF WHITNAL EDGE SUBDIVISION, AND UNPLATTED LANDS IN THE NORTHWEST ¼ AND THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 5, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on February 15, 1990 at reel 2420, Image 890 to 893 inclusive, as Document No 6354945

Tax Key No , for Parcel No , 1 705-8997-003

Tax Key No , for Parcel No , 2 705-8997-004

Franklin
MAY 22 2020
City Development

DIVISION 15-3.0700

SPECIAL USE STANDARDS AND REGULATIONS

SECTION 15-3.0701

GENERAL STANDARDS FOR SPECIAL USES

- A. **General Standards.** No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following

1. **Ordinance and Comprehensive Master Plan Purposes and Intent.** The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof

Response: Mega Media Xchange has always been a good neighbor in the city it is located and plans to follow the city of Franklin regulations it has set forth.

2. **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood

Response: My current three locations have never had adverse effects on any adjacent properties and that will not change with the new location.

3. **No Interference with Surrounding Development.** The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations

Response: My current three locations have never interfered with surrounding development and that will not change with the new location.

4. **Adequate Public Facilities.** The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities

Response. The space has all these items addressed and it will stay that way if I occupy the space.

5. **No Traffic Congestion.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Franklin measures will be taken to provide ingress and egress so designed as to minimize traffic

congestion in the public streets

Response: The current space has plenty of parking and my customer base visits the store consistently throughout the day.

6. **No Destruction of Significant Features.** The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

Response: This does not apply as it is an existing space with no outside alterations besides a sign.

7. **Compliance with Standards.** The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission. The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use.

Response: Mega Media will conform with all rules and regulations for the city of Franklin.

- B. **Special Standards for Specified Special Uses.** When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in Section 15-3.0702 and 15-3.0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards.

Response: Mega Media will conform with all rules and regulations for all special standards for the city of Franklin.

- C. **Considerations** In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following:

1. **Public Benefit** Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

Response: The city of Franklin does not have a business like Mega Media and it will serve as a family entertainment destination to save the customer money from purchasing items new and providing a service to customers that want to sell their unwanted items.

2. **Alternative Locations** Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site

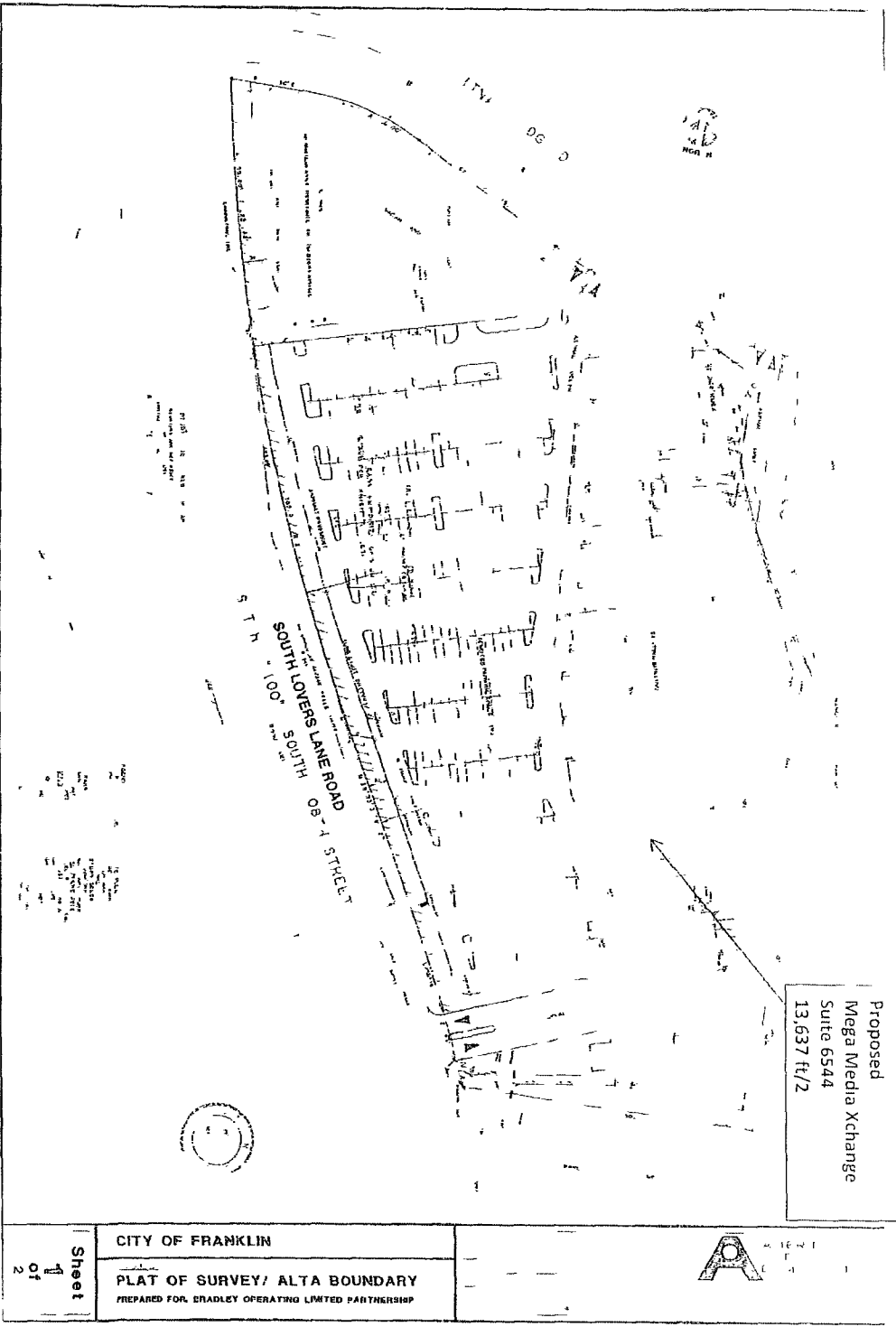
Response: Mega Media has had a location in Brookfield since 1998 with the same landlord and is only considering this location because of the relationship they have with the landlord.

3. **Mitigation of Adverse Impacts** Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

Response: Mega Media has always had only positive affects with it's current locations for 23 years and this will not change with a new location.

4. **Establishment of Precedent of Incompatible Uses in the Surrounding Area.** Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area

Response: Mega Media is the only store that offers what it has and will not affect other stores in Franklin.



APPROVAL 111	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/04/20
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 G. 11.

City Development staff recommends approval of 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 subject to technical corrections by the City Attorney.

On July 7, 2020, the applicant submitted a conservation easement for Common Council approval to comply with condition No. 7 of the Certified Survey Map Resolution No. 2019-7493:

Applicant shall provide a conservation easement for the Natural Resource Preservation requirement for Mature Woodlands shown on proposed Lot 2 and for Wetlands shown on Lot 1 per UDO Section 15-7.0201K prior to filing for a building permit on either property.

COUNCIL ACTION REQUESTED

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.

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 1/2 of the East 1/2 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
- 6 Operate snowmobiles dune buggies, motorcycles all-terrain vehicles or any other types of motorized vehicles

To have and to hold this conservation easement unto the Grantee forever Except as expressly limited herein, the Grantor reserves all rights as owner of the protected property including but not limited to, the right to use the protected property for all purposes not inconsistent with this grant Grantor shall 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

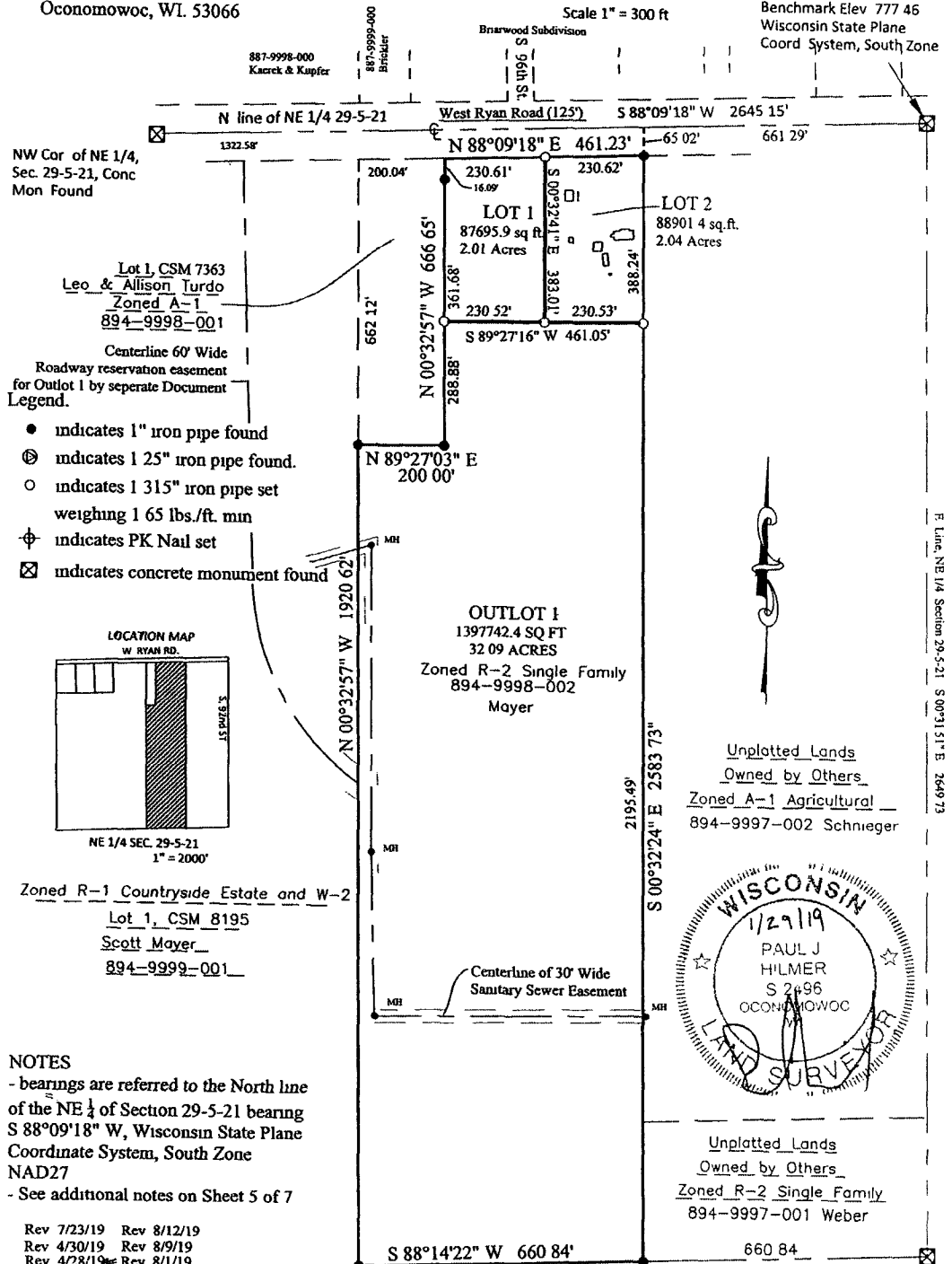
Prepared For
Scott and Susanne Mayer
9733 W Ryan Rd.
Franklin, WI 53132

Lot Detail



Scale 1" = 300 ft

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

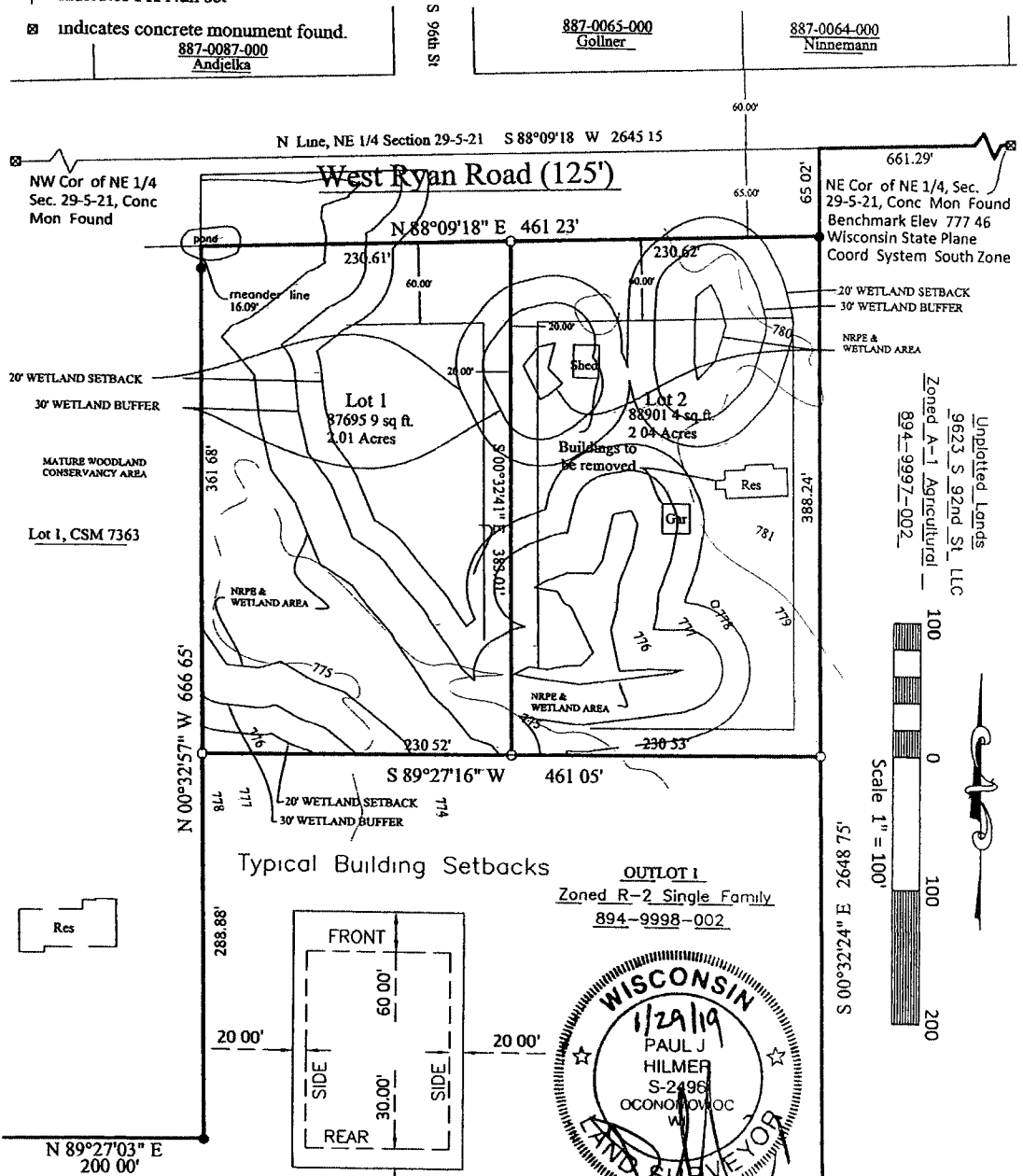
Legend

- 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.

NOTE

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

Lot Detail



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 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
NATURAL RESOURCES PROTECTION EASEMENT

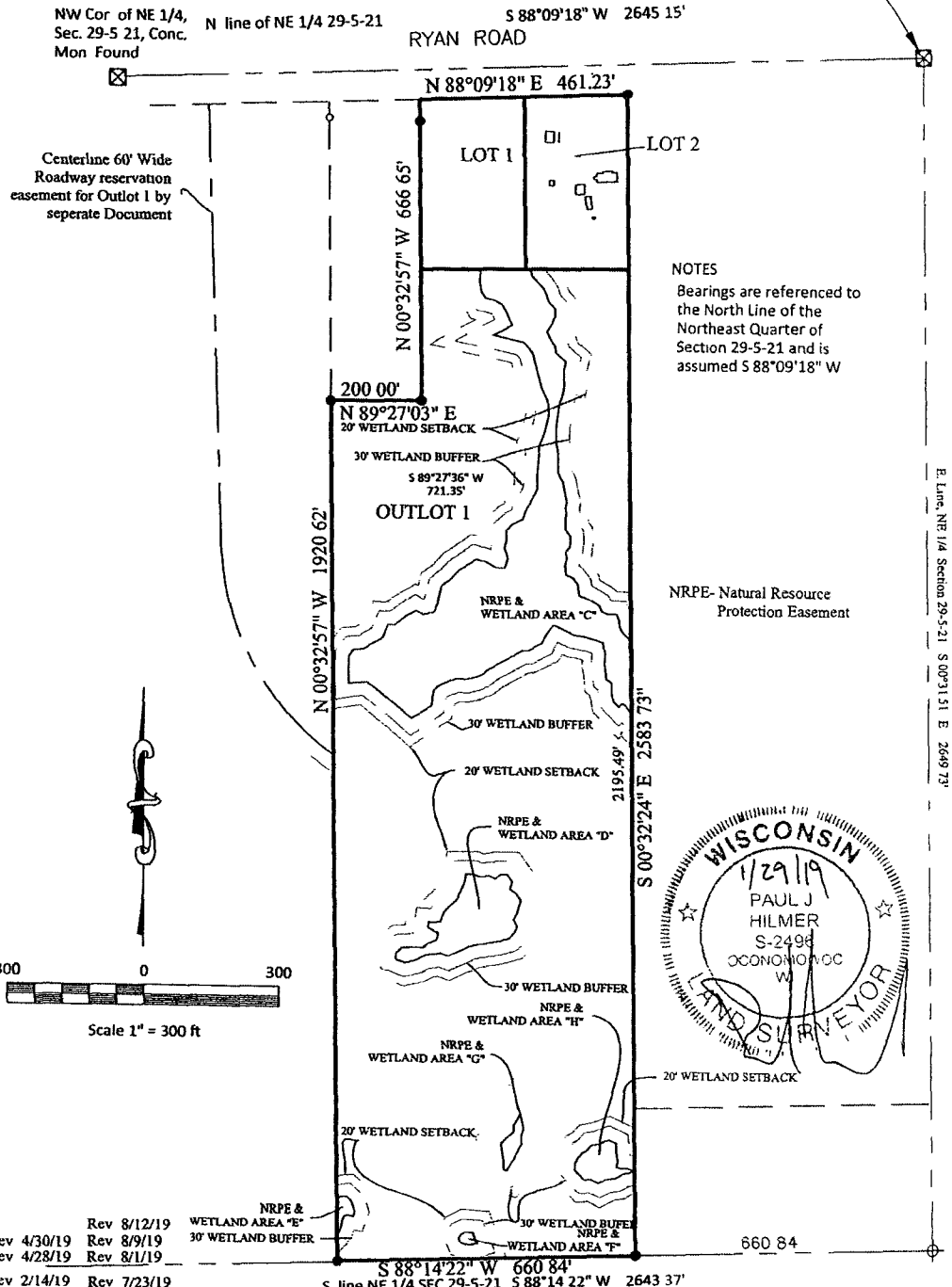
Wetland/NRPE Detail



Scale 1" = 300 ft

Barnwood Subdivision

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 8/12/19
Rev 4/30/19
Rev 4/28/19
Rev 2/14/19

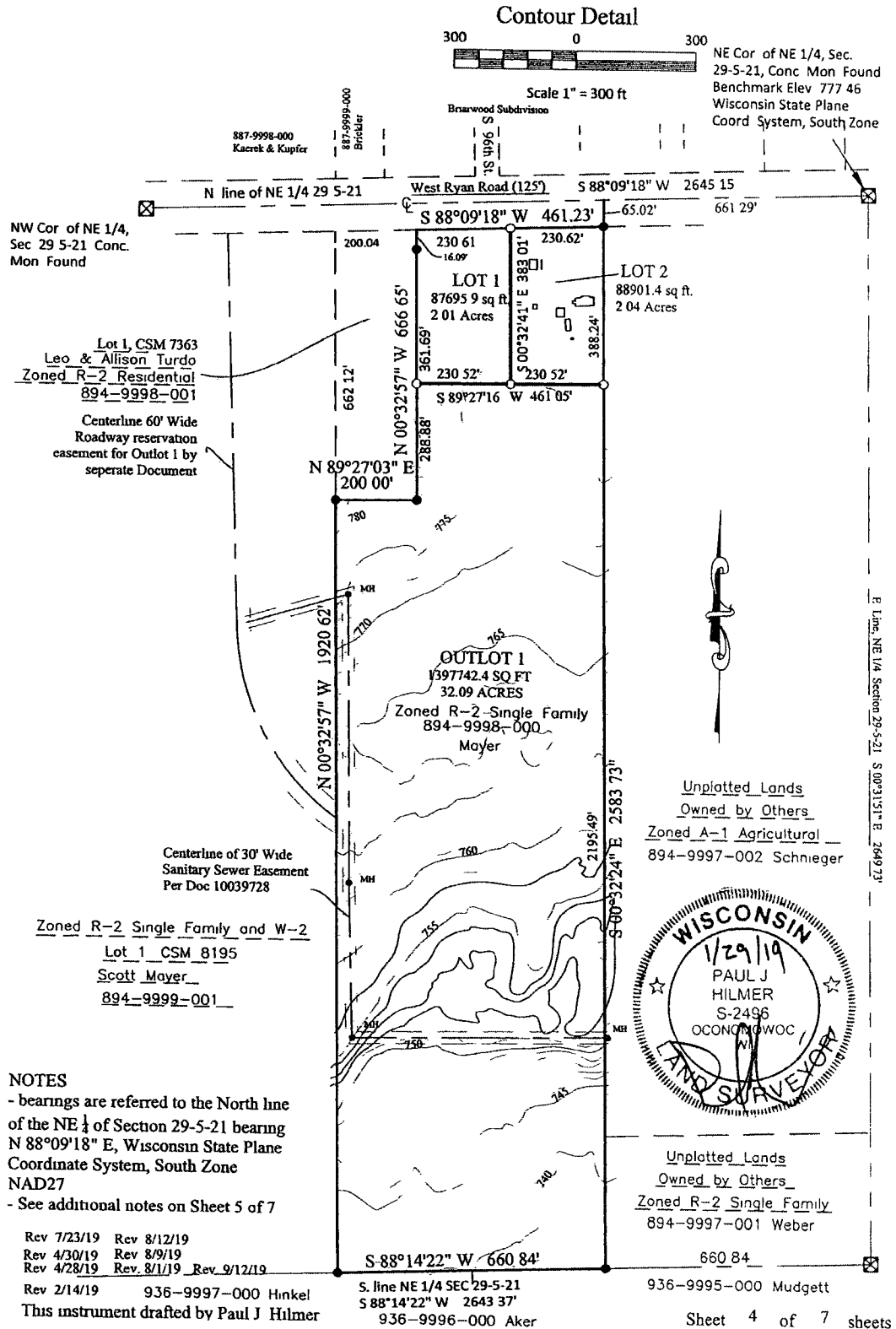
Rev 8/12/19
Rev 8/9/19
Rev 8/1/19
Rev 7/23/19

NRPE & WETLAND AREA "E"
30' WETLAND BUFFER

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

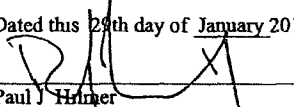
I, Paul J Hilmer, surveyor, do hereby certify That I have surveyed, divided and mapped a redivision of Lot 2, Certified Survey Map No 7363, being a part of the West one-half of the East one-half of the Northeast Quarter of Section 29, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin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

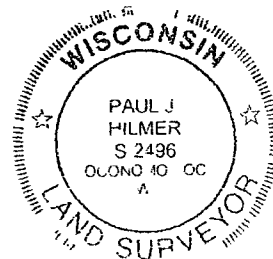
That I have made such survey and map by the direction of Scott A Mayer, owner of said land

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, 20 19

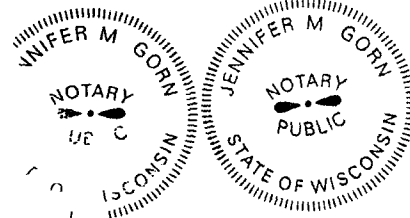
Scott Mayer, Owner

Susanne Mayer, Owner

State of Wisconsin)
Milwaukee Wisconsin) SS

Personally came before me this 19th day of August, 20 19 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 _____

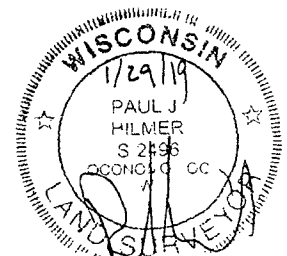
Countersigned _____

(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 _____

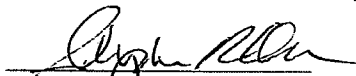



CERTIFIED SURVEY MAP No. 9163

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

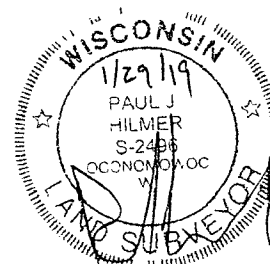


DOC. # 10910841

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

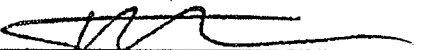
STATE OF WISCONSIN

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

Legend

- Tree: Poor Condition
- Tree: Diameter < 12"
- Tree: Diameter 12" - 12"
- Mature Woodland Grove
- Study Area
- Offsite Study Area
- Tree Canopy
- Wetland Delineation
- 30' Wetland Buffer
- 20' Setback
- Ditch
- 111 Contour
- Pond

Scott & Susanne Mayer
9733 W Ryan Rd
Franklin, WI 53132



EXHIBIT

B

Notes

1. Wetland delineation completed on April 24, 2019 by WBBH and wetland delineator David Meyer
2. Dead and offsite trees were not surveyed
3. A Natural Resource Canopy map not completed for Gulch 3. In the event of further land disturbance, development of a parcel map with any such Natural Resource Features a complete NRPP with field survey is required for and posted.

Date Created: 02/12/2019
Date Revised: 04/29/2019

NATURAL RESOURCE PROTECTION PLAN

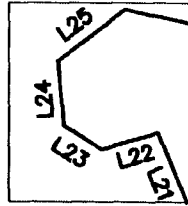
9533 W RYAN RD.

CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

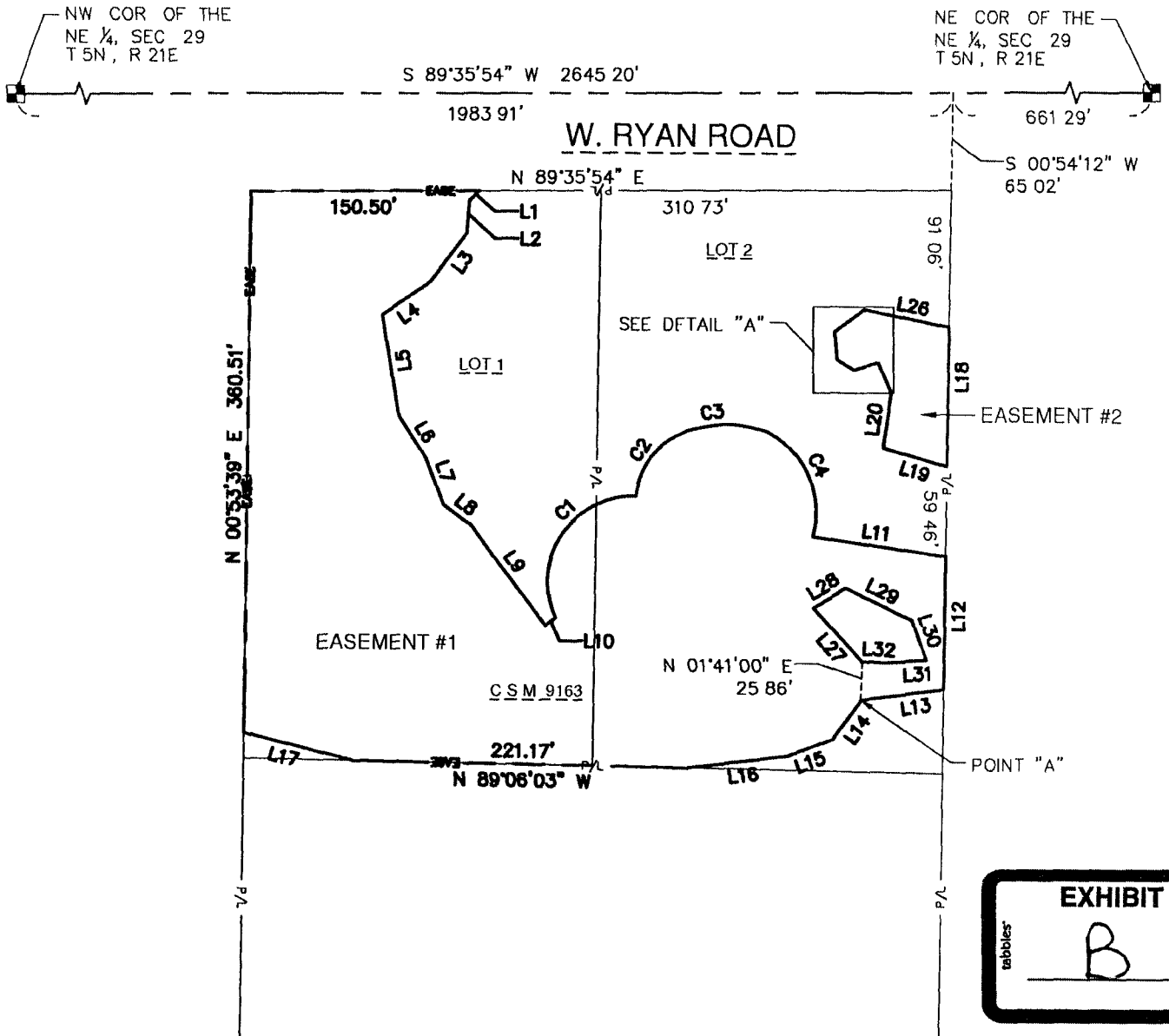
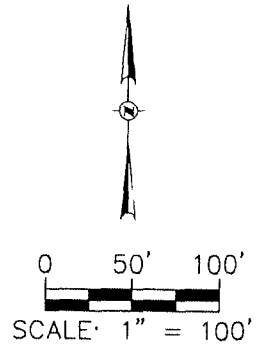
FIGURE 1

GRÄEF





DETAIL 'A'
NTS

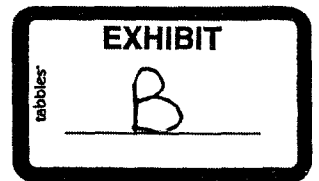


GRaEF

PROJECT NUMBER 20190024 00
DATE 05/29/2020
SCALE 1" = 100'
REFERENCE SHEET

PROJECT TITLE RYAN ROAD CONSERVATION
EASEMENT
SHEET TITLE EXHIBIT

1/4



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

4/4

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE August 4, 2020
Reports & Recommendations	RESOLUTION FOR GRAEF-USA, INC. TO DESIGN THE S. 116TH STREET TRAIL FOR \$150,000	ITEM NO. G.12.

BACKGROUND

Earlier this year, Franklin submitted the S. 116th Street Trail for a Transportation Alternatives Program (TAP) grant. The project was not selected in the Milwaukee Metropolitan Planning Organization process and it appears that it will not be selected at the State level.

This is an important project for Franklin and Staff is bringing this to the Common Council for consideration to self-fund using Park Impact Fees with other matching City funds.

ANALYSIS

This trail would extend from W. Loomis Road / Waukesha County line vicinity along the WE Energies easement (Inner Urban Rail corridor) northeast to S 116th Street and up the west side of S. 116th Street in the WE Energies easement to the St. Martins area and connect to the current paved trail. The total length is about 2.5 miles and construction is estimated to cost \$1.5 million. This construction estimate will be updated during the design process

There are significant drainage and wetland issues, natural features, physical constraints, and many other items that must be addressed for the planning and design of this trail. Mary Beth Pettit, P.E. with GRAEF, has assisted the City in conversations with the Milwaukee County Parks Department concerning this trail and is Staff's preferred consultant for this project. Staff has reviewed the proposal and the hourly rates are in-line with other comparable engineering consultants.

The enclosed GRAEF agreement is an hourly, not-to-exceed contract that will extend through construction (2021). Staff will review invoices and compare to progress on project.

Construction documents are expected to be ready for bidding on or before February 26, 2021. Common Council may consider constructing in 2021 or later. The next TAP grant round will be in 2022. This project would be more competitive if the design documents were completed.

There are approximately \$40K of impact fees that are at the end of the holding period by the end of 2020, and another \$80K that are at the end of the holding period in the first half of 2020. This design project an excellent match for use of those funds.

FISCAL NOTE

The total project budget is assumed to be \$17 million. Trails design and construction are eligible for 71% reimbursement (\$1,065,000) from the Park Impact Fees. And the match (\$435,000) would be from landfill siting fees. The 2020 Capital Improvement Fund includes a \$285,000 appropriation for Trails, Bicycle Routes & linkages. There is sufficient funding in the Capital Improvement fund for this project's planning.

OPTIONS

- A. Authorize GRAEF to perform the planning and design for this trail. Or
- B. Refer back to Staff with further direction.

COUNCIL ACTION REQUESTED

(Option A) Resolution 2020-_____ a resolution for GRAEF-USA, Inc. to design the S. 116th Street Trail for \$150,000.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

A RESOLUTION FOR GRAEF-USA, INC. TO DESIGN THE
S. 116TH STREET TRAIL FOR \$150,000

WHEREAS, the City of Franklin has long desired to construct a trail from the W. Loomis Road / Waukesha County line vicinity along the WE Energies easement (Inner Urban Rail corridor) northeast to S. 116th Street and up the west side of S. 116th Street in the WE Energies easement to the St. Martins area and connect to a current paved trail; and

WHEREAS, Franklin has been unsuccessful in 2020 to obtain Transportation Alternatives Program (TAP) grant funding, and

WHEREAS, the City has sufficient funding available, including the accumulated Park Impact Fees to self-fund this project; and

WHEREAS, GRAEF-USA, Inc. has provided support services related to this project and is qualified to perform the services needed to assist Franklin in the development, design, permitting, and construction of the project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a professional services contract be executed for the design of the S. 116th Street Trail for a not-to-exceed amount of \$150,000.

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 _____

AGREEMENT

between
the City of Franklin
and
Graef-USA Inc
For

Professional Architectural and Engineering Services

This AGREEMENT, made and entered into this ____ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Graef-USA Inc (hereinafter "CONSULTANT"), whose principal place of business is 275 W. Wisconsin Avenue, Suite 300, Milwaukee, WI 53203

WITNESSETH

WHEREAS, the CONSULTANT is duly qualified and experienced as a municipal services consultant and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONSULTANT to provide the S. 116th Street Trail, as described in **Attachment A**;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONSULTANT agree as follows:

- A. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONSULTANT

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A CONSULTANT shall provide services to CLIENT for the S 116th Street Trail Project, as described in CONSULTANT's proposal to CLIENT dated July 29, 2020, annexed hereto and incorporated herein as **Attachment A**.
- B CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONSULTANT may employ the services of outside consultants and subCONSULTANTS when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by CLIENT
- C CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent subCONSULTANTS to, CONSULTANT and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT and its employees regarding extra work, competition, and nondisclosure
- D During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions

thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services further described in **Attachment A**, for a time and materials as a time and material contract with a not-to-exceed fee of **\$150,000.00**, subject to the terms detailed below:

- A CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONSULTANT's invoice within 30 days of invoice date for all approved work
- B Total price will not exceed budget of **\$150,000.00**. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced, plus reimbursable expenses
- C In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT
- D Should CLIENT find deficiencies in work performed or reported, it will notify CONSULTANT in writing within thirty (30) days of receipt of invoice and related report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A CLIENT may, in writing, request changes in the Basic Services required to be performed by CONSULTANT and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONSULTANT shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment will be made to compensate CONSULTANT or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONSULTANT for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A Glen Morrow will coordinate the work of the CONSULTANT and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.

- B CLIENT will timely provide CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C CONSULTANT will appoint, subject to the approval of CLIENT, Paul R. Eiring, PE, CONSULTANT's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONSULTANT. This AGREEMENT may be terminated by CONSULTANT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties
- B. In the event that this AGREEMENT is terminated for any reason, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination.
- C The rights and remedies of CLIENT and CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONSULTANT shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A	Limit of General/Commercial Liability	\$1,000,000
B	Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C.	Excess Liability for General Commercial or Automobile Liability	\$10,000,000
D	Worker's Compensation and Employers' Liability	\$500,000
E	Professional Liability	\$2,000,000

Upon the execution of this AGREEMENT, CONSULTANT shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and consultants in the performance of CONSULTANT'S services under this AGREEMENT.
- B Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONSULTANT shall commence work immediately having received a Notice to Proceed from CLIENT on or before August 5, 2020 and complete contract documents on or before February 26, 2021

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any litigation, including reasonable attorney fees.

X. RECORDS RETENTION

CONSULTANT shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONSULTANT to CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. **Professionalism** The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. **Pursuant to Law.** Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONSULTANT under this AGREEMENT shall be in compliance with applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

- C Conflict of Interest. CONSULTANT warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONSULTANT warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement
- D This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONSULTANT

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONSULTANT proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

GRAEF-USA INC.

BY _____
Stephen R. Olson, Mayor

DATE _____

BY _____
Sandra L. Wesolowski, City Clerk

DATE _____

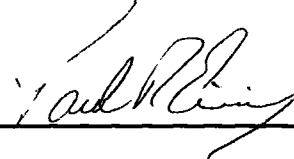
BY _____
Paul Rotzenberg, Director of Finance and
Treasurer

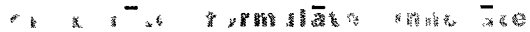
DATE _____

APPROVED AS TO FORM

Jesse A. Wesolowski, City Attorney

DATE _____

BY  _____
PRINT NAME Paul R. Eiring
TITLE Vice President
DATE July 24, 2020



July 29, 2020

Mr. Glen E. Morrow, PE
Deputy Director of Public Works / City Engineer
City Engineer / Director of Public Works / Utility Manager
City of Franklin
9229 W. Loomis Rd
Franklin, WI 53132

Subject: S. 116th Street Trail

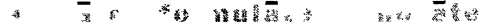
Dear Mr. Morrow:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to the City of Franklin (Client). This proposal is for professional services for S. 116th Street Trail (Project) between W. Loomis Road and W. Swiss Street located in the City of Franklin.

The "Project" is the reconstruction of approximately 2.5 miles of trail design that would extend from W. Loomis Road / Waukesha County line vicinity along the WE Energies easement (Inner Urban Rail corridor) northeast to S. 116th Street and up the west side of S. 116th Street in the WE Energies easement to the St. Martins area and connect to the current paved trail. The "Basic Services" to be provided by Graef for the Project are Survey, Data Gathering, 30% Design Plan Development, 60% Design Plan Development, 90% Design Plan Development, and Bidding Documents & Permits, and all other services described herein other than those designated as "additional services, which Basic Services also include agency coordination, preliminary and final roadway design, and the preparation of plans, specifications, and estimates for the urban roadway.

Survey

- Perform topographic and utility survey along the 2.5 mile trail corridor needed for design of the trail
- Date, scale, legend and north arrow
- Description of ground surfaces (concrete, bituminous asphalt, grass, etc.)
- Spot elevations on an approximate 25' grid including break lines so as to accurately generate 1-foot contour intervals
- Existing ground contours
- Datum for elevations
- All existing utilities including overhead and underground, hydrants and valves for sanitary, storm, gas, water, electric and telephone with utility size and type
- Benchmarks and control points (location and description)
- Property and right-of-way lines using GIS mapping and locating property irons in the field
- Property addresses and lot front footages
- GRAEF will contact Diggers Hotline service to have underground utilities marked on the surface for our survey crew to locate. All utility markings provided by this service will be included in the drawings. GRAEF will show additional utility locations based on system mapping provided by the utilities and the Client.
- Field Investigation



Environmental Resources

- Office Review
- Field Investigation
- Wetland Report

30% Design Plan Development

- Plans will include title sheet, typical sections, alignments, 40' scale plan and profile sheets with slope intercepts, and cross sections.
- Plan details will include geometric layout and guardrail analysis.
- RW & Utility analysis.
- GRAEF shall prepare a 30% construction cost estimate.
- GRAEF shall conduct bi-weekly conference calls with the city to review design progress. (August/Sept (4))
- GRAEF will attend a 30% review meeting with the client.

60% Design Plan Development

- Plans will include title sheet, general notes, project overview, typical sections, alignments, 40' scale plan details, 40' scale plan and profiles sheets with slope intercepts, and cross sections.
- Real Estate Acquisition
 - GRAEF shall prepare easement exhibits as needed to coordinate land use for the trail.
- Public Involvement
 - GRAEF shall coordinate with the city on the time and location for a public involvement meeting for the project.
 - GRAEF (with input from the city) shall establish a list of businesses and residents to invite to the meeting. (Invites to include fire, police, and hospital stakeholders within the area)
 - GRAEF shall prepare and send meeting invitations to the meeting.
 - GRAEF shall prepare exhibits and attend the public involvement meeting. Exhibits will consider alternative access to the business park during construction.
- GRAEF shall prepare a 60% construction cost estimate.
- GRAEF shall attend two progress meetings with the Client.
- GRAEF shall conduct bi-weekly conference calls with the city to review design progress. (October/November (4))

90% Design Plan Development

- Preparation of permits and final concurrence from agencies for the project. Permits to include a Water Resources Application for Project Permits (WRAPP), Wetland Permit and Chapter 30 permit as required.
- Plans will include title sheet, general notes, typical sections, construction details using WisDOT details), alignment plans with control point information, 40' scale plan details, ADA compliant curb ramp details, 40' scale plan and profiles sheets with



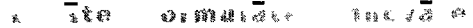
- slope intercepts, traffic control, detour plans, erosion control, signing, marking, earthwork summary, and cross sections.
- Traffic control/construction staging plans will be prepared for two alternatives.
 - Plans to allow s. 116th Street to remain open to traffic during construction.
- GRAEF shall prepare a 90% construction cost estimate.
- GRAEF shall conduct bi-weekly conference calls with the city to review design progress. (December (2))
- GRAEF will attend a 75% review meeting with the client
- GRAEF will attend on utility coordination meeting for the project. Meeting to be organized by GRAEF.

Bidding Documents & Permits

- GRAEF shall finalize plans incorporating all comments received on the 90% plans from the client.
- Prepare roadway drawings on 11"x 17" sheets, drawings will comprise the following items
 - Title sheet
 - General notes
 - Project overview
 - Typical sections
 - Construction details
 - Plan details and paving grades
 - Erosion control drawings
 - Permanent signing drawings
 - Pavement marking drawings
 - Construction staging typical sections
 - Construction staging drawings
 - Alignment drawings
 - Control point location drawing
 - Plan and profile drawings
 - Misc Quantity Sheets
 - Earthwork summary
 - Cross sections
 - All other information necessary to construct the road
- GRAEF will prepare the Official Notice, Special Provisions, and Proposal form. These documents will be provided to the City and the City will assemble the Manual.
- The Client will advertise the project for construction. GRAEF will provide electronic documents (plans and items of the project manual listed above) for use in the advertisement of the project.
- WisDOT pay items and clients specified SPVs will be used on the project.
- All CADD files in a format that can be provided to bidders for use in construction.

GRAEF will perform the proposed Basic Services per the following schedule

Survey	August 2020
30% Plans	September 2020
60% Plans	October 2020



75% Plans (Ready for Utilities)
90% Plans
Final Plans
Advertisement for use by Client
Let/Award

November 2020
December 2020
December 23, 2020
January 2021
Spring 2021

For this Project, it is our understanding Client will provide the following services, items and/or information

- Acquisitions of construction/right-of-entry permits as needed.
- R/W, plats, easement information for the corridor
- Record drawings for existing utilities
- Permit fees

For all Basic Services, Client agrees to compensate GRAEF as follows as a time and material contract with a not-to-exceed fee of \$150,000.00 as outlined in the attached fee estimate.

The total contract limit shall not exceed \$150,000.00 without written amendment and approval by the Client.

To accept this proposal, please sign and date the proposal and return to GRAEF. Upon receipt of an executed copy, GRAEF will commence work on the Project.

Graef-USA Inc. looks forward to providing services to City of Franklin.

Sincerely,

Graef-USA Inc.

Mary Beth Pettit, P.E.
Principal

Attachment GRAEF Fee Summary & Consultant Effort Summary



GENERAL INFORMATION	
Project Name:	S. 116th Street
Client Name:	City of Franklin
Date:	7/29/20

S. 116th Street Trail, City of Franklin, ty

DISCIPLINE SUMMARY		
Management	36	\$6,500
Survey & ROW	226	\$25,300
Design	804	\$68,000
Storm Water	112	\$10,900
Specs, Bidding, & Permits	184	\$16,700
Meetings	100	\$12,200
Wetlands	136	\$10,400
Total Fee	1598	\$150,000

DESIGN PHASE SUMMARY		
Concept 30%	630	\$60,000
Preliminary 50%	445	\$43,000
Pre-Final 90%	471	\$42,000
Final 100%	52	\$5,000
Total Fee	1598	\$150,000

Proposed Time & Materials Fee for the Design of S 116th Street, City of Franklin

\$150,000

Total Contract, Not to Exceed Fee

\$150,000

S 116th Street, City of Franklin, ty

CONSULTANT EFFORT SUMMARY										
Management	36									36
Survey & ROW		46						128	52	226
Design	42			86	356		164		156	804
Storm Water	6	7		43		24	12	20		112
Specs Bidding, & Permits	10			54		96			24	184
Meetings	32			24			44			100
Wetlands			16		40			40	40	136
Total	126	53	16	207	396	120	220	188	248	1598

APPROVAL <i>i</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE August 4, 2020
Reports & Recommendations	INSTALLATION OF LIGHTS FOR RYAN MEADOWS SUBDIVISION	ITEM NO. <i>6.13.</i>

BACKGROUND

Ryan Meadows Subdivison (southwest corner of W. Ryan Road and S. 112th Street) is being constructed. The Developers Agreement included an allowance for street lights and is included in the developer's letter of credit.

ANALYSIS

WE Energies needs payment and a signed request for the installation of the four lights to occur.

OPTIONS

- A. Authorize Staff to sign the attached request letter. Or,
- B. Refer back to Staff with further direction.

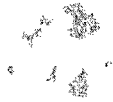
FISCAL NOTE

The upfront charge of \$13,213.59 will be deducted from the developer's letter of credit. These lights will add \$43.68 to the monthly electric bill for street lights.

RECOMMENDATION

(Option A) Motion to direct City Engineer to order installation of lights for Ryan Meadows Subdivision.

Engineering: GEM



We Energies
1 N. Lincoln St.
Franklin, WI 53132
www.we-energies.com

July 27, 2020

City of Franklin
Ronnie Asuncion
9229 W Loomis Road
Franklin, WI 53132

Subject Work Request 4366260, Lighting at Ryan Meadows Subdivision - Franklin, WI

Dear Ronnie

This letter details a work request for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is \$13,213.59, and does not include site restoration. Net monthly charges will initially increase by \$43.68, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin.

Review the following prior to providing authorization and payment:

- Luminaires are controlled to provide dusk to dawn operation.
- Customer must contact We Energies for lighting maintenance.
- Fixtures are warranted until removed.
- Non-Standard poles and conductors are warranted for 15 years.
- Customer must locate private underground facilities and grant or obtain, without expense to We Energies, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities.
- Termination or change requests after installation and prior to conclusion of the initial term result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
- All applicable lighting tariff terms and conditions are available at we-energies.com.
- We Energies does not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

Please sign the enclosed documents and return them, along with payment for the upfront charge (payable to We Energies) in the envelope provided. Material will be ordered upon receipt of required authorizations and payment. Work request will be scheduled when all contingencies are met. If you have any questions, please call me at 414-315-0553. We look forward to working with you on your lighting project.

Sincerely,

Robin Maurer
Energy Services Representative
robin.maurer@we-energies.com

By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

Signature _____ Date _____

Print name _____ Title _____

Enclosures

Billing Name	City of Franklin			
Billing Address	9229 W Loomis Road			
CITY	Franklin	State	WI	Zip
				53132
Service Address, if different than Billing Address				
Name	RYAN MEADOWS			
Address				
CITY		State		Zip

Premise Account		Install		Remove
New Account?				
Customer Type			Residential (MS4 / LE4)	
Work Request			4366260	
Related Work Request			4366259	
Page # / of #				

[illegible]

* Monthly total subject to future rate changes approved by Public Service Commission

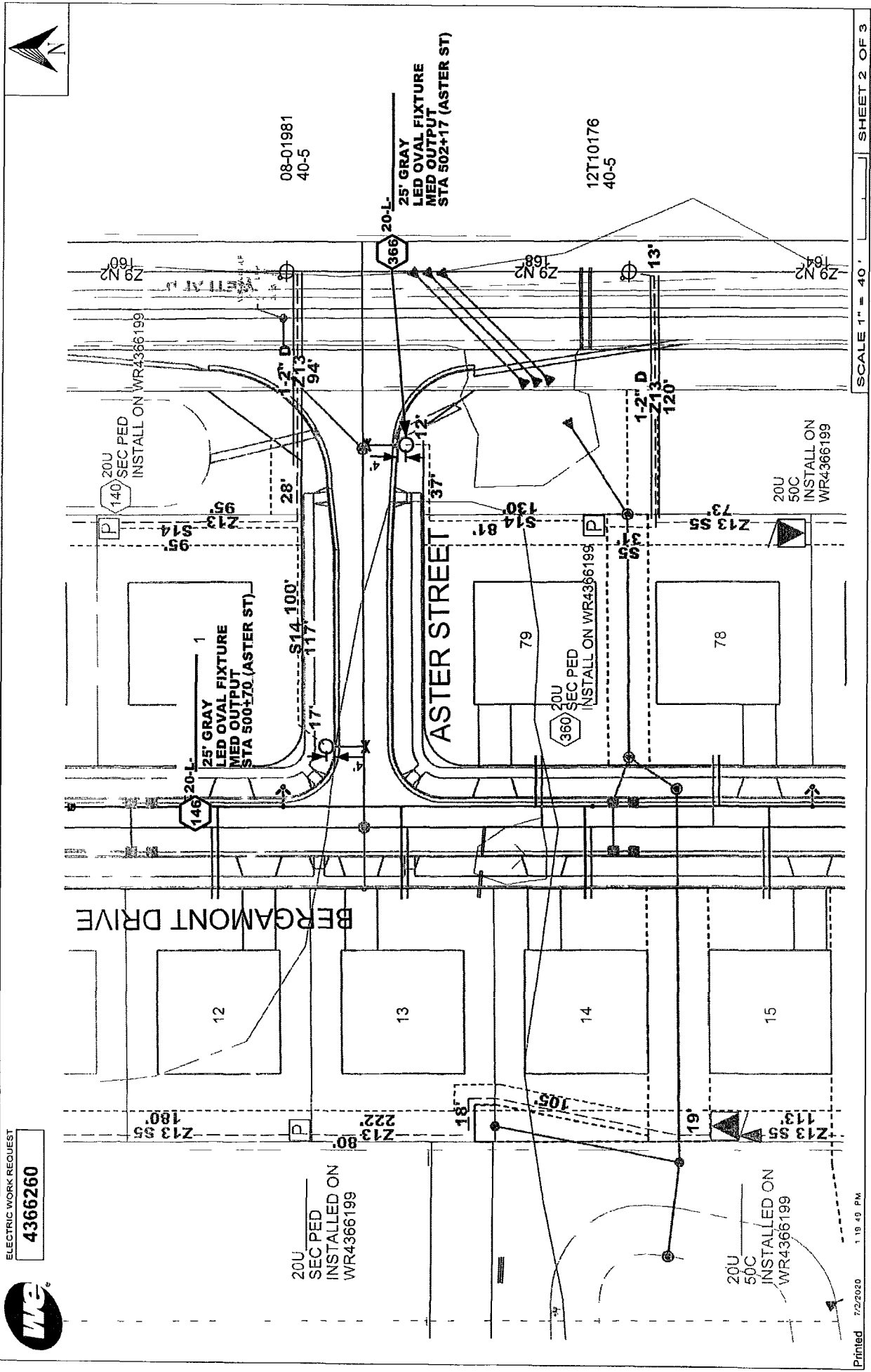
Authorization

Property Owner / Authorized Representative Signature

Date _____

<div style="display: flex; justify-content: space-between; align-items: center;"><div>ELECTRIC WORK REQUEST</div><div style="border: 1px solid black; padding: 5px;">4366260</div></div> <div style="margin-top: 10px;"><div style="display: flex; justify-content: space-between;"><div>CITY STATE FRANKLINI RYAN MEADOWS</div><div>PROJECT LOCATION LOOMIS RD / RYAN ROAD / 112TH ST</div></div><div style="display: flex; justify-content: space-between; margin-top: 10px;"><div>PREPARED BY ARIELA DURAN (K)</div><div>E-MAIL ARIELA.DURAN@WE-ENERGIES.COM</div></div><div style="display: flex; justify-content: space-between; margin-top: 10px;"><div>OFFICE # 414-944-5623</div><div>CELL # 28057</div></div><div style="display: flex; justify-content: space-between; margin-top: 10px;"><div>PROJECT ID QB4366199</div><div>ID # 28057</div></div><div style="display: flex; justify-content: space-between; margin-top: 10px;"><div>OPERATING MAPS 4104-7448-04</div><div>EXISTING FEEDER Z3047 / X11253</div></div><div style="display: flex; justify-content: space-between; margin-top: 10px;"><div>PROPOSED FEEDER Z3047</div><div>T-R-S 4Q 13N R21E 30NE CGSH</div></div></div>		DEVELOPER <div style="font-size: small;">COMPANY NAME BEAR DEVELOPMENT, LLC ADDRESS 4011.80TH ST CITY STATE KENOSHA, WI CONTACT NAME DANIEL SZCZAP PHONE 262-949-3788 EMAIL DAN@BEARDEVELOPMENT.COM</div>	
		ENGINEERING <div style="font-size: small;">COMPANY NAME PINNACLE ENGINEERING GROUP CONTACT NAME MATT CAREY P.E. PHONE (262) 784-8888 EMAIL MATT.CAREY@PINNACLE-ENGR.COM</div>	
TYPE OF WORK <div style="font-size: x-small;">SUBDIVISION-UNDERGROUND FACILITIES <input type="checkbox"/> SUBDIVISION-OVERHEAD FACILITIES <input checked="" type="checkbox"/> SUBDIVISION STREET LIGHT OVERGROUND FACILITIES <input type="checkbox"/> SUBDIVISION RELOCATE FACILITIES <input type="checkbox"/> OTHER:</div>		<div style="font-size: x-small;">STAKING REQUIREMENTS: <input checked="" type="checkbox"/> SURVEYOR <input type="checkbox"/> STAKED PROPERTY <input checked="" type="checkbox"/> NO DESIGNER <input type="checkbox"/> NOT NEEDED <input type="checkbox"/> YES</div> <div style="font-size: x-small;">RESTORE PRIVATE JOB # ENGINEERING CONTACT CONSTRUCTION CONTACT PHONE # PHONE # CONSTRUCTION EMAIL EXCEPTIONS/JJ SIGNATURES</div> <div style="font-size: x-small;">JJ COMPANY JOB # ENGINEERING CONTACT CONSTRUCTION CONTACT PHONE # PHONE # CONSTRUCTION EMAIL EXCEPTIONS/JJ SIGNATURES</div> <div style="font-size: x-small;">CONTACT JJ PARTNERS 3-5 DAYS PRIOR TO CONSTRUCTION.</div> <div style="font-size: x-small;">JOINT USE KEY: OH 4366260 OB 4366260 SLOB 4366260 SLOH 4366260</div> <div style="font-size: x-small;"><input checked="" type="checkbox"/> ROW TO OBTAIN EASEMENT TADD EASEMENT SURVEYOR TO STAKE C/L AND MARK WIDTH OF EASEMENT ON STAKE. <input type="checkbox"/> HOW TO CONTACT CSD/DISEIGNER FOR EASEMENT REQ'S <input type="checkbox"/> NO NEW EASEMENTS REQUIRED</div>	
NOTES <div style="font-size: x-small;">ENERGIES WILL NOT RESTORE OR HAUL SPOIL UNLESS OTHERWISE NOTED ON SKETCH. CUSTOMER/DEVELOPER IS RESPONSIBLE FOR LOCATING ANY ALL PRIVATE UNDERGROUND FACILITIES INCLUDING THOSE THAT HAVE NOT YET BEEN TURNED OVER TO THE MUNICIPALITY. WE ENERGIES AND/OR ITS CONTRACTORS ARE NOT RESPONSIBLE FOR DAMAGE TO UNMARKED FACILITIES. CUSTOMER/DEVELOPER AND THEIR CONTRACTORS/SUB-CONTRACTORS MUST KEEP WE ENERGIES EASEMENT CLEAR OF OBSTRUCTIONS AND ENSURE ACCESS TO EASEMENT AREAS IS PROVIDED. INCLUDING BUT NOT LIMITED TO DUMPSTERS SPOIL BACKFILL MATERIAL ETC. CUSTOMER/DEVELOPER AND THEIR CONTRACTORS/SUB-CONTRACTORS MUST ENSURE THAT GRADE AT TIME OF WE ENERGIES INSTALLATION IS WITHIN 4" OF FINAL GRADE INCLUDING ANY PLANS FOR FUTURE LANDSCAPING. ANY FIELD ADJUSTMENTS TO SIGNED APPROVED SKETCH MAY RESULT IN ADDITIONAL COSTS INCURRED BY THE DEVELOPER. ROCK LOCATED ALONG TRENCH ROUTE. WE ENERGIES AND/OR ITS CONTRACTORS WILL CLEAN ANY MUDDOEBRIS THAT IS TRACKED ONTO EXISTING ROADS AS A RESULT OF THEIR CONSTRUCTION DAILY. ANY ADDITIONAL SPECIAL NOTES OR PROVISIONS</div>			
<div style="font-size: x-small;">DIMENSIONING NOTES: ALL CABLES TO BE INSTALLED 3' OFF R.L. UNLESS OTHERWISE NOTED</div> <div style="font-size: x-small;">TOTAL TRENCH LENGTH _____ TOTAL SORE LENGTH _____ TOTAL NUMBER OF TRANSFORMERS: _____ TOTAL NUMBER OF PEDESTALS _____</div>		<div style="font-size: x-small;">CUSTOMER'S SIGNATURE OF APPROVAL _____ DATE _____</div>	
<div style="font-size: x-small;">DESIGN APPROVED FOR CONSTRUCTION</div>		<div style="font-size: x-small;">REV DESCRIPTION BY DATE</div> <div style="font-size: x-small;">0 DESIGN APPROVED FOR CONSTRUCTION AD 7/2/20</div>	

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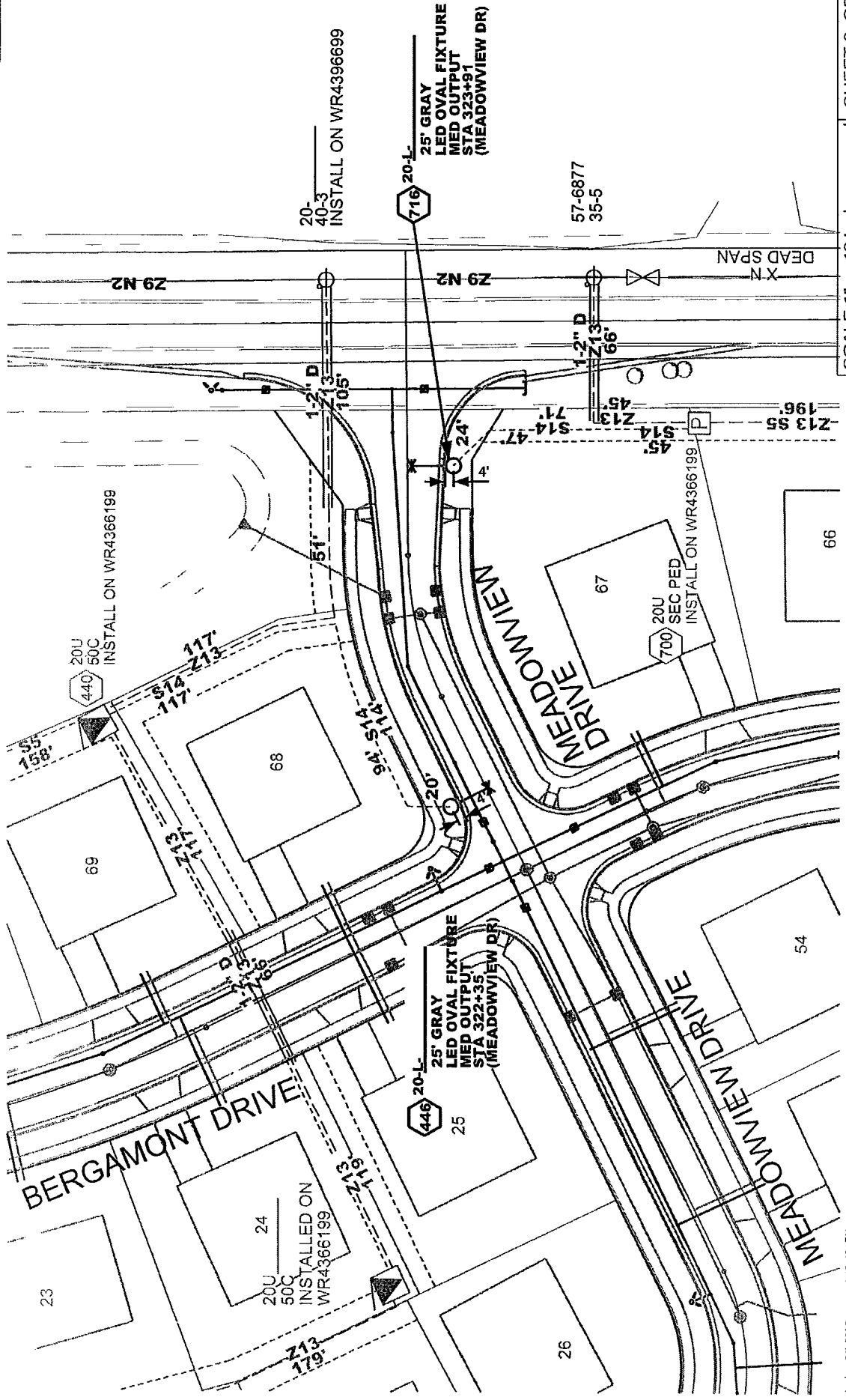
ELECTRIC WORK REQUEST
4366260





ELECTRIC WORK REQUEST

4366260



WE ENERGIES - ELECTRIC OPERATIONS		STANDARD WIRE KEY		SECONDARY - 1 PHASE		SECONDARY - 3 PHASE	
UNLESS OTHERWISE NOTED IN THIS DOCUMENT, THE FOLLOWING NOTES APPLY: -LOCATION OF OBSTRUCTIONS ARE FROM RECORDS AND MUST BE VERIFIED IN THE FIELD -MAINTAIN 2' MIN. CLEARANCE BETWEEN OUTSIDE FACE OF MANHOLE & BELL OF PIPE. -THIS APPLIES TO GAS AND WATER MAINS. -MAINTAIN 5' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND SEWER. -MAINTAIN 3' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND WATER MAINS. NOTE - CLEARANCES SHOWN ARE MINIMUM DISTANCES - REFERENCE PERMITS FOR SPECIFIC CLEARANCE REQUIREMENTS. ADDITIONAL UNDERGROUND INFORMATION ON EXCAVATION, BACKFILLING AND CLEARANCES CAN BE FOUND IN STD. 281-02.	OVERHEAD PRIMARY E, F, H, O, R, W, X or Z	STATIC WIRE-- SW 1/0AS for W, H and J, 2/0AS for R DIRECT BURY PRIMARY E, F, H, O, R, W, X or Z		NEUTRAL N 1-#2 ACSR N1 1-#1/0 ACSR N2 1-#3/0 ACSR N3 1-#4/0 AL N4 1-#3/6 ACSR N5 REMOVAL GUYING G 1/4" ARM GUY G1 5/16" ARM GUY G2 3/8" ARM GUY G3 5/16" POLE GUY G4 3/8" POLE GUY G5 7/16" POLE GUY		S 6DX S1 4 TX S2 2 TX S3 1/0 TXR S4 3/0 TXR S5 350 TXR S6 750 TXR S7 1/0 TXF S8 4/0 TXF S9 3/8 TXR S10 3/8 QXR S11 3 WIRE REMOVAL S12 3 WIRE MAIN S14 6DX CIC S15 1/0TX CIC	
		Z 1 #2 ACSR Z1 1 #1/0 ACSR Z2 1 #3/0 ACSR Z3 3 #2 ACSR Z4 3 #1/0 ACSR Z5 3 #3/0 ACSR Z6 3 #3/6 ACSR Z7 3 #3/6 ACSR Z8 3 #500 AL 15KV Z9 3 #500 AL 15KV Z10 1 WIRE REMOVAL Z11 2 WIRE REMOVAL Z12 3 WIRE REMOVAL		Z22 1 #2 Cu 15KV Z23 3 #2 Cu 15KV Z24 1 #2 Cu 25KV Z25 3 #2 Cu 25KV Z26 3 #500 Cu 15KV Z27 3 #500 Cu 28KV Z28 3 #750 Cu 28KV Z29 SPECIAL LIST Z21 3 #750 AL 28KV		S \$ 1/0 TXF S1 \$1 4/0 TXF S2 \$2 3/6 TXF S3 \$3 3/0 TX S4 \$50 TX S5 \$350 TX S6 \$750 TX S7 \$1/0 QXF S8 \$7/30 QXR S9 \$8 3/8 QXR S10 \$9 7/50 QXR S11 \$10 3 WIRE REMOVAL S12 \$11 3 WIRE MAIN S14 \$12 6DX CIC S15 \$12 4 WIRE REMOVAL	

EROSION CONTROL LEGEND		WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)	
APPROXIMATE LOCATION FOR UNDERGROUND FACILITY EXCAVATION 8, 27		Waterways 13. All excess spoils shall be removed from wetlands and placed in a suitable upland location 14. Trenching and pit excavations within wetlands shall include soil segregation to facilitate restoration of pre-construction soil stratification and restoration to pre-construction elevations. 15. Poles scheduled to be removed and that occur within wetland shall be cut at the ground surface 16. No work can be performed within the banks or below the ordinary high watermark of any navigable waterways/streams 17. No crossing of navigable waterways with equipment can occur Foot traffic is allowed 18. Any disturbed soil within 75-feet of the ordinary high water mark of any navigable waterways/streams shall be stabilized within 24 hours of construction completion. Threatened and Endangered Species 19. Threatened or endangered species are known to occur in the work area. It is illegal to harass, harm, or kill a protected species under state and federal regulations. Proper precautions shall be taken to ensure harm to individuals is avoided. 20. In order to protect the threatened or endangered species, work must be conducted between November 5 and March 15 21. Exclusion fencing must be installed at the work area prior to March 15 22. A qualified biologist must be present when conducting work at this location. Invasive Species 23. State regulated invasive species are known to occur in the work area. Reasonable precautions are legally required to prevent the spread of these species. The Wisconsin Council on Forestry Transportation and Utility Right-of-Way Best Management Practices should be followed (http://council.wisconsinforestry.org/invasives/transportation/) Cultural and Historical Resources, cont. 24. The project is within or adjacent to an area that is identified by the State of Wisconsin as potentially having Native American artifacts burial mounds or burial sites, which could be encountered during construction 25. If human bone or any artifacts are discovered during construction work must cease immediately. Contact the Environmental Department who will contact the State Burial Sites Preservation Office and determine the next steps that must be taken in order to comply with state law. Work at that site MAY NOT PROCEED until the Environmental Department authorizes it. 26. A "qualified archaeologist," as specified under Wis. Stats 157.70 (1) (f) and Wis. Admin Code HS 2.04 (6) must be present to monitor all ground disturbing activities. Frac-out Contingency Plan 27. A frac-out contingency plan shall be on-site and implemented accordingly. The contingency plan shall incorporate the following components: a. Continuously inspect the bore paths for frac-outs in order to respond quickly and appropriately b. Containment materials (e.g. silt fence, straw bales, sand bags, etc.) shall be on site and available should a frac-out occur c. A vac truck shall be accessible on short notice in order to respond quickly to a frac-out.	
1. If WDNR and/or USACE permits were obtained for the project, all permit conditions shall be met during construction of the project. Erosion Control 2. If soil disturbance occurs on slopes or channels/ditches leading to wetlands or waterways, or within wetlands, the disturbed areas shall be stabilized and appropriate erosion control Best Management Practices (BMP's) shall be implemented. 3. Erosion Control BMP's shall meet or exceed the approved WDNR Storm Water Management Technical Standards (http://dnr.wisconsin.gov/topic/water/standards/cons_standards.htm) 4. Inspect installed erosion control BMP's at least one time per week and after 1/2" rain events, repair as necessary 5. When temporary stabilization is required (e.g. for winter or short-term construction) prior to final restoration, soil stabilizer shall be installed wherever possible. Erosion mat shall be used temporarily only where appropriate in accordance with state standards, and when approved by the Operations Supervisor Contaminated Soils 6. Whenever soil exhibiting obvious signs of contamination (e.g. discoloration, petroleum or solvent odor, free liquids other than water, buried containers or tanks, or other obvious signs of environmental impacts) is encountered during excavation or installation, cease work immediately take appropriate immediate precautions to ensure worker health and safety and contact the Operations Supervisor or Inspector Spills 7. If an oil spill occurs during construction call the Environmental Incident Response Team (EIRT) at 414-430-3478: a. Any quantity of oil is spilled into surface water; b. Any oil spill greater than 50 ppm PCB into a sewer, vegetable garden, or grazing land c. Any oil spill containing greater than 500 ppm PCB, d. Five gallons or more of oil spilled to the ground e. Any oil spill involving a police department, fire department, DNR, or concerned property owner Notes 8 through 27 apply as noted at specific points within each work request: Dewatering 8. Dewatering of pits or trenches shall be done in accordance with state standards. Use an approved sediment bag, a straw bale dewatering basin, a combination of both, or equivalent. Wetlands 9. As much as practicable the majority of the work shall be staged from the public roadways and road shoulders, keeping equipment out of adjacent wetlands. 10. All work shall be conducted to minimize soil disturbance. No rutting will be allowed within the wetlands 11. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent shall be utilized to access pole locations 12. Excavated soils cannot be stockpiled in wetlands		WE Appendix A	

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE August 4, 2020
Reports & Recommendations	AGREEMENT TO ALLOW SEWAGE GRINDER PUMP AT 10609 W. ST. MARTINS ROAD (TKN 800 9999 002)	ITEM NO. G.14.

BACKGROUND

10609 W. St. Martins Road has a failing septic system and desires to connect to the public sanitary sewer system.

ANALYSIS

This home is in a sewage basin that has not been fully developed and the nearest manhole in this sewer shed is located almost 2,000 feet to the northwest (11100 W. St. Martins Road). However, this home is at the upper reaches of the sewer shed and there is a manhole to the southwest about 150 feet from the home to the manhole in the neighbor's (10551 W. St. Martins Road) front yard. Unfortunately, 10609 cannot get to 10551 by gravity.

Staff has discussed this situation with the property owner and his plumber. Staff supports that 10551 be allowed to install a grinder sewage pump if he agrees that when a gravity sewer main is available the owner, at that time, must abandon the grinder sewage pump and connect to the gravity sewer. This agreement should indicate that the property owner is solely responsible for the maintenance, operation, and replacement of the pump.

There are a handful of places around Franklin (most recently S. Woelfel Road and W. Stone Hedge Drive in 2016) that have similar agreements.

OPTIONS

- A. Approve agreement to allow a sewage grinder pump. Or,
- B. Provide further direction to Staff.

FISCAL NOTE

This will have no impact on the Sewer Utility budget.

RECOMMENDATION

(Option A) Motion to enter into an agreement to allow sewage grinder pump at 10609 W. St. Martins Road (TKN 800 9999 002). Also,

Direct Staff to register agreement with Milwaukee Register of Deeds.

Engineering Department: GEM



SANITARY SEWER CONNECTION AGREEMENT

WHEREAS, John J Reuteler and Terry Lea Reuteler ("Reutelers") are the owners of the property commonly known as 10609 W St Martins Road, Franklin, Wisconsin, more particularly described as:

Lot 2 of Certified Survey Map No. 8777, a part of the Northwest 1/4 of Northwest 1/4, Section 17, Township 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on February 29, 2016.

WHEREAS, the Reutelers have requested permission from the City of Franklin to connect to the extension of sanitary sewer in the vicinity of 10551 W. St. Martins Road, so as to have the benefit of the immediate availability of municipal sanitary sewer service to their property; and

WHEREAS, it is likely that sanitary sewer service will be extended on W. St. Martins Road from the opposite direction abutting the frontage of the property 11100 W. St. Martins Road and the special assessment policy of the City of Franklin would require the property at 10609 W. St Martins Road to be specially assessed and the owners thereof to pay the special assessment pursuant to Section 207-15.0 of the Municipal Code of Franklin, Wisconsin, for such sanitary sewer service installation.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, it is hereby agreed as follows:

1. The City of Franklin hereby grants permission to the Reutelers, as owner of the property located at 10609 W St Martins Road, Franklin, Wisconsin, to connect to the sanitary sewer service installed near 10551 W. St Martins Road.
2. Upon connection of the property at 10609 W. St Martins Road, Franklin Wisconsin, to the sanitary sewer service installed from the northwest abutting said property, the Reutelers shall pay to the City of Franklin the sanitary sewer connection fees as required by the Municipal Code of Franklin, Wisconsin, as amended from time to time.
- 3 All arrangements for and costs arising from the connection of the property at 10609 W. St Martins Road, Franklin, Wisconsin, for the installation of sanitary sewer service installed to the sanitary sewer manhole at 10551 W St. Martins Road shall be the responsibility of the Reutelers.
- 4 The Reutelers, for their heirs, successors and assigns, notwithstanding any prior sanitary sewer service availability or connection to the property at 10609 W. St Martins Road, Franklin, Wisconsin, shall be responsible for and pay to the City of Franklin any assessment levied against the property located at 10609 W. St Martins Road, Franklin, Wisconsin, for the installation of sanitary sewer service from the northwest abutting said property and they hereby acknowledge the subject property to be specially benefited by such future installation and waive notice and hearing upon such future special assessment, pursuant to Section 66.0703 (7)(b) of the Wisconsin Statutes and Section 207-15.0 of the Municipal Code.
- 5 The provisions hereof shall operate as a covenant running with the land above particularly described and shall bind all parties hereto, their respective heirs, executors, administrators, successors and assigns

In witness whereof the undersigned have hereunto set forth their hands and seals upon the dates as acknowledged, effective the _____ day of _____, 2020.

_____(SEAL) _____(SEAL)
JOHN J REUTELER TERRY LEA REUTELER

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2020, the above named JOHN J REUTELER and TERRY LEA REUTELER, to me known to be the person who executed the foregoing instrument and acknowledged same.

Notary Public, State of Wisconsin

My commission expires: _____

City of Franklin

By _____(SEAL)
Stephen R Olson, Mayor

Countersigned:

By _____(SEAL)
Sandra L Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2020 Stephen R. Olson, Mayor, and Sandra L Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of said municipal corporation by its authority and pursuant to approval granted by its Common Council on the _____ day of _____, 2020.

Notary Public, State of Wisconsin

My commission expires: _____

APPROVAL <i>[Signature]</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 4, 2020
REPORTS AND RECOMMENDATIONS	DIRECTION CONCERNING W. PUETZ ROAD AND 2020 ROAD PROGRAM	ITEM NUMBER <i>6.15.</i>

BACKGROUND

The 2020 Road Program includes an estimated \$145,000 work on W. Puetz Road from S. 27th Street to W. Yorkshire Circle. The attached memorandum for the proposed 2021 budget discusses a proposal for funding the improvements to W. Puetz Road that were denied for funding through the Surface Transportation Urban Program (STP).

Staff would like immediate direction from Common Council regarding W. Puetz Road. Contractors are ready to mobilize and some work has started

ANALYSIS

The 2020 work on W. Puetz Road is anticipated to be a full-depth pulverization project that should keep the pavement in good repair for about 30 years. All budget items for this segment including asphalt, pulverization, undercutting, and other miscellaneous costs are approximately \$145,000. Almost all agree that the road should be widened but that is not part of the 2020 Road Program.

If the Common Council is agreeable that a future self-funded project on W. Puetz Road should be scheduled, Staff would prefer to patch the W. Puetz Road segment this year, and spend the savings of approximately \$145,000 on a project(s) slated for next year.

For the replacement projects, Staff recommends W. Bosch Lane from S. 92nd Street to termini- \$57,000 and W. Fitzsimmons Road from S. 31st to termini- \$87,000.

If the change in street segments were to occur, Staff would educate residents on all segments concerning the change.

OPTIONS

- A. Authorize staff to replace W. Puetz Road program segments with W. Bosch Lane and W. Fitzsimmons Road. or
- B. Direct Staff to stay with current plans for W. Puetz Road in the 2020 Road Program. or
- C. Refer to Staff with additional direction.

FISCAL NOTE

A change in projects is essentially neutral to the 2020 budget.

COUNCIL ACTION REQUESTED

(Option A). Authorize Staff to replace W. Puetz Road segments in the 2020 Road Program with W. Bosch Lane and W. Fitzsimmons Road

Engineering: GEM

DATE: July 31, 2020

TO: Paul Rotzenberg, CPA. Director of Finance and Treasurer

COPY: Mayor Steve Olson
Peggy Steeno, Director of Administration

FROM: Glen E. Morrow, PE- Director of Public Works
Kevin Schlueter- Superintendent of Public Works

SUBJECT: Capital Improvement Fund 46- W. Puetz Road projects

Many previous budgets have forecasted that Puetz Road would be improved to extend the S. 42nd Street to S. 76th Street cross-section from S. 27th Street (STH 241) to St. Martins Road (STH 100). A Surface Transportation Urban Program (STP) grant was unsuccessfully sought in 2013 and 2019.

I would like to recommend that if W. Puetz Road is ever to be improved, it will require local funding.

The two sections are S. 27th Street (STH 241) to S. 42nd Street and S. 76th Street to St. Martins Road (STH 100).

The 76th Street (CTH U) to St. Martins Drive (STH 100) section is 1.3 miles long. The construction costs are estimated to be approximately \$7.4 million and the total project costs are almost \$8.7 million. Design is requested to commence in 2023 (\$200,000) and construction in 2024 (\$8.5 million).

The 27th Street (STH 241) to Hunting Park Drive (42nd Street Extended) section is 1.0 miles long. The construction costs are estimated to be approximately \$5.3 million and the total project costs are over \$6.1 million. Design is requested to commence in 2027 (\$200,000) and construction in 2028 (\$5.9 million).

All estimates are in 2020 dollars.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE August 4, 2020
Reports & Recommendations	RESOLUTION TO AWARD DESIGN OF INDUSTRIAL PARK LIFT STATION (10100 S. 60TH STREET) REPLACEMENT TO GRAEF-USA, INC. FOR \$202,100	ITEM NO. G.16.

BACKGROUND

On July 7, 2020, Common Council directed Staff to solicit consultants for design of a replacement for the Industrial Park lift station (10100 S. 60th Street).

Staff solicited three reputable firms for these services and received statement of qualifications and proposals. The three firms were invited because of intimate knowledge of Franklin sewer systems, past performance, and perceived knowledge of required components in this project. The three firms invited to submit were:

- Foth Infrastructure & Environment, LLC
- GRAEF-USA, Inc.
- R.A. Smith National, Inc.

ANALYSIS

Staff met with all three firms prior to submittal and completed a thorough review of the submittals. Although all three firms could provide these services, Staff recommends that GRAEF be selected because they had the best understanding of the project needs and design components.

Submittals of all three firms are available by requesting them from the City Engineer/Utility Manager.

OPTIONS

- A. Award design of lift station to GRAEF.
- B. Refer back to Staff with further direction.

FISCAL NOTE

The City had planned to abandon the lift station by spending approximately \$3.5 million but Waukesha's bidders bid this portion for approximately \$13 million.

This new lift station will have permanent features, such as an enclosed building for pump controls, a natural gas generator, and additional features to prevent clogging. A budget will be established during design but at this time is anticipated to be less than \$3.0 million.

The 2020 Sewer Fund Budget includes \$3.2 million of appropriations for this project.

RECOMMENDATION

(Option A) Motion to approve Resolution 2020-_____ a resolution to award design of Industrial Park Lift Station (10100 S. 60th Street) replacement to GRAEF-USA, Inc. for \$202,100.

Engineering: GEM

AGREEMENT

between
the City of Franklin
and
Graef-USA Inc
For
Professional Architectural and Engineering Services

This AGREEMENT, made and entered into this ____ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Graef-USA Inc (hereinafter "CONSULTANT"), whose principal place of business is 275 W. Wisconsin Avenue, Suite 300, Milwaukee, WI 53203.

WITNESSETH

WHEREAS, the CONSULTANT is duly qualified and experienced as a municipal services consultant and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONSULTANT to provide the **Industrial Park Lift Station**, as described in **Attachment A**;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONSULTANT agree as follows:

- A This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONSULTANT.

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A CONSULTANT shall provide services to CLIENT for the Industrial Park Lift Station, as described in CONSULTANT's proposal to CLIENT dated July 24, 2020, annexed hereto and incorporated herein as **Attachment A**.
- B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONSULTANT may employ the services of outside consultants and subCONSULTANTS when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by CLIENT.
- C. CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent subCONSULTANTS to, CONSULTANT and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions

thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party

II. FEES AND PAYMENTS

CLIENT agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services further described in **Attachment A**, for a Lump Sum Fee of **\$198,100.00**, subject to the terms detailed below:

- A. CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONSULTANT's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of **\$201,100.00**. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced, plus reimbursable expenses.
- C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONSULTANT in writing within thirty (30) days of receipt of invoice and related report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONSULTANT and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONSULTANT shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment will be made to compensate CONSULTANT or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONSULTANT for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Glen Morrow will coordinate the work of the CONSULTANT and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.

- B CLIENT will timely provide CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C CONSULTANT will appoint, subject to the approval of CLIENT, Paul R. Eiring, PE, CONSULTANT's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONSULTANT. This AGREEMENT may be terminated by CONSULTANT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B In the event that this AGREEMENT is terminated for any reason, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination.
- C The rights and remedies of CLIENT and CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONSULTANT shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. Limit of General/Commercial Liability	\$1,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$10,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

Upon the execution of this AGREEMENT, CONSULTANT shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and consultants in the performance of CONSULTANT'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONSULTANT shall commence work immediately having received a Notice to Proceed from CLIENT on or before August 5, 2020 and complete contract documents on or before February 26, 2021

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any litigation, including reasonable attorney fees.

X. RECORDS RETENTION

CONSULTANT shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONSULTANT to CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONSULTANT under this AGREEMENT shall be in compliance with applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

- C Conflict of Interest. CONSULTANT warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONSULTANT warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONSULTANT

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONSULTANT proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

GRAEF-USA INC

BY _____
Stephen R Olson, Mayor

DATE _____

BY. _____
Sandra L Wesolowski, City Clerk

DATE _____

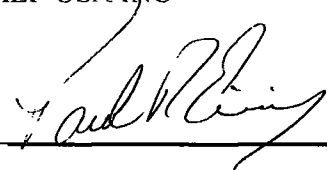
BY _____
Paul Rotzenberg, Director of Finance and
Treasurer

DATE _____

APPROVED AS TO FORM

Jesse A Wesolowski, City Attorney

DATE _____

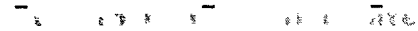
BY  _____
PRINT NAME. Paul R. Eiring

TITLE Vice President

DATE July 24, 2020



275 West Wisconsin Avenue Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com



ATTACHMENT A

July 24, 2020

Mr. Glen Morrow
Director of Public Works
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Subject **City of Franklin Industrial Park Lift Station**

Dear Mr. Morrow

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services the City of Franklin (Client)

This proposal is for professional services for preparing construction documents for the replacement of an existing sanitary lift station located on the west side of the Franklin Industrial Park, on South 60th Street approximately 600 feet south of W Franklin Drive. This proposal is Attachment A of the Agreement between the City of Franklin and GRAEF that includes all Terms and Conditions.

For this project, GRAEF proposes to provide the following Basic Services:

Preliminary Design and Budget Development

- Participate in Kick-Off / Pre-design Meeting
- Review local and state codes
- Collect data from Client with regards to existing lift station operation
- Perform site visit to review existing conditions
- Perform wetland investigation
- Prepare Conceptual Design Plans to include the following
 - Site plan
 - Lift Station
 - Prefabricated Building
- Attend meeting with Client to review concepts (2 meetings)
- Submit concept plans to Franklin Plan Commission for review and approval (1 meeting)
- Prepare opinion of probable construction cost of new lift station to be used for City budgeting. Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not



- Complete topography

- Contact Diggers Hotline service to have underground utilities marked on the ground surface for survey crew to locate. All utility markings provided by this service will be included on the survey drawing. Additional utility information will be based on mapping provided to GRAEF by the Client.
- Complete a topographic survey based on field measurements, to include
 - Locations of existing visible features of the site (buildings, utilities, walks, pavement, etc),
 - Existing spot elevations and break lines at sufficient density to allow the generation of one-foot contour intervals,
 - Location of utility markings provided by others, and
 - As-built measurements of storm and sanitary sewer rim and invert locations and elevations.
- Prepare a topographic map showing existing features and field verified contour lines on one-foot contour intervals
- Coordinate performance of soil borings and subsurface investigation
- Coordinate acquisitions of easement and/or property
- Prepare Construction Document drawings to generally include the following sheets:
 - Floor Plans
 - Roof Plan
 - Exterior Elevations
 - Building and Wall Sections
 - Foundation Plan
 - Process Piping Plans
 - HVAC Plans
 - Plumbing Plans
 - Site Electrical and Lighting Plans
 - Electrical Power and Instrumentation Plans
 - Electrical One-Line Diagram
 - Electrical Process & Instrumentation Diagram (P&ID)
 - Electrical Generator Plans
 - Site Plan
 - Site Erosion Control and Grading Plan
 - Site Utility Plan
 - Landscaping Plans
 - Construction details and schedules
- Prepare Project Manual including front-end contractual sections and technical specifications
- Submit final plans to Franklin Plan Commission for review and approval (1 meeting)



- Prepare plan review application and documents for permits
 - Lift Station Project Approval from WDNR
 - Water Resources Application for Projects Permit (WRAPP) to WDNR
 - Lift Station Building Approval from DSPS
- Participate in three design meetings with Client

Bidding Services

- Assist City with bidding process
- Respond to bidder's questions and issue addendum (2 addendum)
- Attend bid opening and prepare bid tabulation
- Evaluate bids and prepare letter of recommendation of award
- Prepare notice of award and issued for construction (IFC) documents

Construction Services

- Provide general construction contract administration
- Issue Notice To Proceed to contractor
- Participate in Preconstruction Meeting
- Participate in Monthly Construction Progress Meetings (8)
- Review contractor shop drawings submittals
- Respond to contractor request for information (RFI)
- Prepare construction bulletins / field change orders
- Review contractor pay applications
- Assist in change order negotiations and prepare change orders
- Conduct site visits to observe construction
- Conduct substantial completion site visit and punch list
- Conduct final inspection site visit
- Prepare record drawings

For this project, it is our understanding Client will provide the following services, items and/or information.

- Existing lift station and sanitary sewer construction plans
- Operational data for the existing lift station including flows
- Maps of sanitary sewers and service area associated with lift station
- Access to the project site
- Venue for meetings and invitation of appropriate staff

GRAEF will endeavor to perform the proposed services per the following schedule

- | | |
|--|--------------------|
| • Notice to Proceed | August 5, 2020 |
| • Conceptual Design Plans to Plan Commission | September 3, 2020 |
| • Submit Final Cost Estimate | September 18, 2020 |
| • Submit Final Plans to Engineering Department | December 11, 2020 |
| • Final Design Plans to Plan Commission | January 21, 2021 |



- | | |
|--|-------------------|
| • Submit Final Plans and Design Report to WDNR | January 26,2021 |
| • Submit Final Plans to DSPS | January 26,2021 |
| • Construction Documents for bidding | February 24, 2021 |
| • Begin Construction | April 2021* |
| • Construction Complete | November 2021* |
| *Subject to change due to GWA Construction | |

Per Section III of the Agreement, GRAEF will provide the following Additional Services for additional compensation as detailed below

- Additional meeting attendance
- Environmental investigations, remediation coordination or design services required
- Attendance at weekly construction coordination meetings
- Full time inspection or a resident inspector
- Review of value engineering proposals by the Contractor, and resulting changes to the project documents

For all Basic Services, Client agrees to compensate GRAEF on a lump sum basis including reimbursable expenses as noted below.

Preliminary Design and Budget Development	\$	23,500
Survey, Design, Permitting	\$	99,500
Bidding Services	\$	5,900
Construction Services	\$	61,200
Real Estate Acquisition	\$	3,500
Geotechnical Exploration	\$	4,500
TOTAL	\$	198,100

Reimbursable expenses including plan review fees, printing and mileage above the compensation are estimated at \$3,000

Graef-USA Inc looks forward to providing services to the City of Franklin

Sincerely,
Graef-USA Inc.

Michael N. Paulos, P E
Principal-In-Charge

Paul R. Eiring, P E.
Vice President, Project Manager

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

A RESOLUTION TO AWARD DESIGN OF INDUSTRIAL PARK LIFT STATION
(10100 S 60TH STREET) REPLACEMENT TO GRAEF-USA, INC. FOR \$202,100

WHEREAS, the City of Franklin desired to abandon the Industrial Park Lift Station by constructing a gravity sewer to the Ryan Creek Interceptor northwards along S. 60th Street around the year 2021; and

WHEREAS, the bids to construct a gravity sewer were excessively above budget; and

WHEREAS, the City solicited three consultants to design a replacement lift station in the vicinity of the existing lift station; and

WHEREAS, GRAEF-USA, Inc. provide the most thorough understanding of the components needed for the design of a new lift station serving this area.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize a professional services contract be executed for the Industrial Park Lift Station Replacement for an amount of \$202,100.

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 ____

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE August 4, 2020
Reports & Recommendations	RESOLUTION TO ISSUE CHANGE ORDER NO. 1 FOR 2020 CITY HALL SIGN PROJECT TO MICHAEL'S SIGNS, INC. IN THE AMOUNT OF \$5,350	ITEM NO. <i>G.17.</i>

BACKGROUND

On July 7, 2020, Michael's Signs, Inc. was awarded the contract for the 2020 City Hall Sign. In the process of permitting, the Franklin Director of Inspection Services requested that the LED portion be enlarged.

ANALYSIS

Michael's has offered an option that enlarges the LED panels to 3'5" high x 7'3" wide. A color plan is attached.

The Tourism Commission considered this change on July 29, 2020, and are recommending to Common Council that the Change Order No. 1 be authorized.

Michael's contract was \$39,000. This change order will bring the contract to \$44,350. This represents a 13.7% increase.

The final completion date in the contract was September 30, 2020.

OPTIONS

- A. Authorize change order for a larger sign. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

The Tourism Commission had a budget of \$150,000 to include the City Hall Sign, the Gateway Signs project, and the Banner Project. The Tourism Commission reports that an additional \$5,350 is within the budget. The Tourism Commission has its own budget for discretionary spending.

RECOMMENDATION

(Option A) Resolution 2020-_____ a resolution to issue Change Order No. 1 for the 2020 City Hall Sign Project to Michael's Signs, Inc. in the amount of \$5,350.

Engineering Department: GEM

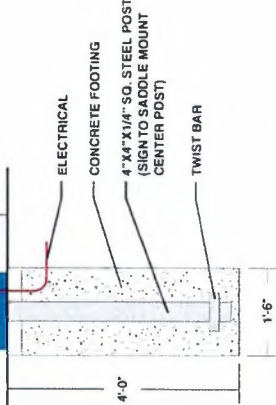
MONUMENT SIGN



FRANKLIN WISCONSIN / MONUMENT SIGN
 ONE (1) DOUBLE SIDED, INTERNALLY ILLUMINATED MONUMENT SIGN
 CUSTOM FABRICATED ALUMINUM SIGN CABINET W/ MAP PAINTED FINISH
 ROUTED 1/8" ALUMINUM FACES W/ 1/2" CLEAR PUSH THRU PLEXI (VINYL GRAPHIC OVERLAY)
 SIGN INTERNALLY ILLUMINATED W/ SLOAN PRISM WHITE LEDS 6500K
 3"5"X7"3" 10MM FULL COLOR WATCHFIRE LED DISPLAY
 POLE COVER - ALUM. ANGLE FRAME, CLAD W/ 1/8" ALUM.
 "CELEBRATING QUALITY OF LIFE" - 3M WHITE REFLECTIVE VINYL GRAPHICS



OPPOSITE SIDE



Michael's Sign
 "We Project Your Image"
 PH: (252) 854-6046
 TOLL FREE: (800) 154-5110

Client: FRANKLIN WISCONSIN	Date: 7-22-20	Revision: 1
Address:	Drawing #: 18(1)	7-22-20
City, State: FRANKLIN, WI 53132	Sheet: 1 of 1	7-22-20
Sales Rep: STEPHEN PROCHASKA	Scale: 1/2" = 1'	7-22-20
	Designer: KD	7-22-20

Paint Colors (as shown):	PM5 294C	Quantity: 1
PM5 294C	PM5 294C	
LED:	PM5 294C	
Electrical Requirements:	PM5 294C	
Sign Specifications:	PM5 294C	
NOTED ABOVE	PM5 294C	

Vinyl Film Colors (as shown):	3M WHITE REFLECTIVE	Client Signature:
3M WHITE REFLECTIVE	3M WHITE REFLECTIVE	Signature
3M WHITE REFLECTIVE	3M WHITE REFLECTIVE	Date
3M WHITE REFLECTIVE	3M WHITE REFLECTIVE	
3M WHITE REFLECTIVE	3M WHITE REFLECTIVE	
3M WHITE REFLECTIVE	3M WHITE REFLECTIVE	
3M WHITE REFLECTIVE	3M WHITE REFLECTIVE	
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3M WHITE REFLECTIVE	3M WHITE REFLECTIVE	
3M WHITE REFLECTIVE	3M WHITE REFLECTIVE	

NOTE: DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK INVOLVED IN THIS PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH TO THE ACTUAL FINISHED PAINTED PRODUCT

NOTICE: Michael's Signs, Inc. does NOT provide primary electrical in sign location - RESPONSIBILITY OF OTHERS
 The ideas and designs contained in this original and unpublished drawing are the sole property of Michael's Signs, Inc. and MAY NOT BE USED OR REPRODUCED in whole or in part without written permission.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

RESOLUTION TO ISSUE CHANGE ORDER NO. 1 FOR
2020 CITY HALL SIGN PROJECT TO MICHAEL'S SIGNS, INC.
IN THE AMOUNT OF \$5,350

WHEREAS, Michael's Signs, Inc. is constructing the 2020 City Hall Sign Project; and

WHEREAS, Franklin Director of Inspection Services requested that the LED portion be enlarged; and

WHEREAS, the Tourism Commission considered this change on July 29, 2020, and recommended to Common Council that the Change Order No. 1 be authorized; and

WHEREAS, additional materials are needed that results in an increase of \$5,350.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the certain officials be authorized to issue Change Order No. 1 for the 2020 City Hall Sign Project in the amount of \$5,350.

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

AYES _____ NOES _____ ABSENT _____

CHANGE ORDER
CITY OF FRANKLIN
DEPARTMENT OF ENGINEERING

Change Order No: 01

Dated: August 4, 2020

PROJECT NAME 2020 City Hall sign

PROJECT LOCATION 9229 W. Loomis Road- Franklin, WI

CONTRACTOR: Michael's Signs, Inc.

Nature of the Changes: upsize and reconfigure sign to allow for 3'5" high x 7'3" wide LED panels.

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

Original Contract Price \$39,000

Contract price prior to this Change Order \$39,000

Net **INCREASE** resulting from this Change Order \$ 5,350

Current contract price including this Change Order \$44,350

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

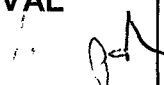
City Attorney

By: Paul Rotzenberg

By: Jesse A Wesolowski

Date: _____

Date: _____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE Aug 4, 2020
REPORTS & RECOMMENDATIONS	Report on Expenditures related to the COVID-19 Public Health Emergency thru July 30, 2020	ITEM NUMBER G.18.

Background

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

Thru July 30, 2020, the City has spent \$140,737 (up from \$134,800 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 16	July 30
Elections	13,878	13,878
Info Systems	3,905	3,905
Admin – postage	10,000	10,000
Finance	128	128
Muni Buildings	7,198	7,198
Police	4,904	4,904
Fire	6,532	6,532
Highway	6,026	6,026
Parks	2,251	2,251
Total	54,822	54,822

Total expenditures and encumbrances are \$212,742 (up from \$206,805 on July 16) This amount can be reduced by \$133,879 of reimbursable Road to Recovery costs – netting a charge of \$78,863. 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.

In addition, the Library has expended \$7,049 on COVID related costs as well, also eligible Road to Recovery grant funding.

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 Aug 4, 2020
REPORTS & RECOMMENDATIONS	June, 2020 Monthly Financial Report	ITEM NUMBER <i>G. 19.</i>

Background

The June, 2020 Financial Report is attached.

The Finance Committee reviewed this report at its July 28, 2020 meeting and recommends its acceptance.

The Director of Finance & Treasurer will be available to answer any questions.

COUNCIL ACTION REQUESTED

Receive and place on file.



Date: July 17, 2020

To: Mayor Olson, Common Council and Finance Committee Members

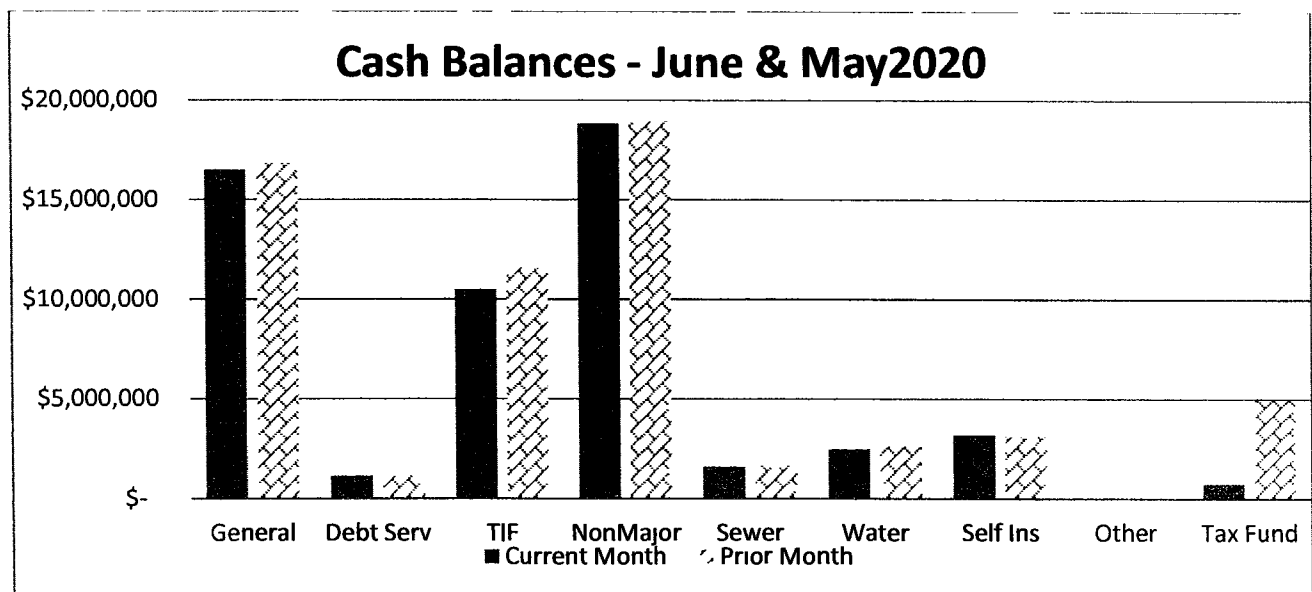
From: Paul Rotzenberg, Director of Finance & Treasurer

Subject: June 2020 Financial Report

The June, 2020 financial reports for the General Fund, Debt Service Fund, TID Funds, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self Insurance Fund, and Post Employment Insurance Fund are attached.

The budget allocation is completed using an average of the last five years actual spending against the Amended Budget. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid understanding or explaining current year financial results.

Cash & Investments Summary – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City's Investment policy. While return potential is not ignored, investment returns are secondary in the investment decisions. Cash & Investments in the Governmental Funds totaling \$47.0 million decreased \$1.5 million since last month. General fund payroll requirements and TID Expenditures are the biggest reason for the reduction.



The Property Tax Fund decreased \$4.2 million on the June settlement.

Short term investment returns plummeted to 0.25% in June from 1.6% in January. That will cut investment returns by 87% should the new rates hold for any length of time. To help mitigate that decline, a further \$3 million in short term holdings were converted to 6-18 month CD's locking in rates from 0.5 to 1.15%.

GENERAL FUND revenues of \$19.8 million are \$0.2 million greater than budget. Tax collections were a little faster this year than prior years, and investment interest was stronger than expected in Q2.

While trends are not clear as yet, some revenue shortfalls in Fines & Forfeitures and Charges for Services are beginning to show up. It is unclear how great an impact the Public Health Crisis will have on revenue generation.

Year to Date expenditures of \$12.7 million are \$1.5 million less than budget. \$200,000 of Public Health Emergency expenditures have been incurred, primarily Public Safety. Some portion of these costs will be recovered via Federal grants administered by the State.

Clearly, the Emergency will have an adverse impact on the budget. The Common Council authorized \$250,000 of Contingency to address the Emergency, the budget has not yet been aligned with those costs.

A \$7.1 million surplus is \$1.7 million greater than budget. That surplus is primarily related to under spending, with a much smaller favorable revenue component. It is unlikely that results in Dec will reflect a surplus of this size.

DEBT SERVICE – Debt payments were made March 1 as required. The increased development activity of late has permitted more impact fee transfers than expected in the budget.

TIF Districts – In general 2020 TID performance is spending down the debt resources acquired in 2019 to fund project costs. All TID fund balances have declined \$9.8 million in 2020, principally reflecting the \$4 million refunding in TID 4 and the \$4.5 million mortgage in TID7.

TID 3 – The 2020 increment was collected and the TID retired \$650,000 of debt along with a \$760,000 Municipal Revenue Obligation payment. The TID will move to a surplus in mid-summer when state shared revenues are received. TID3's expenditure period closed in June 2020.

TID 4 – The 2020 increment was collected. \$6.2 million of project contracts were signed related to the business park infrastructure work. An additional \$3 million resource will be needed to support all the recent project costs approved. The TID 4 expenditure period closed in June 2020.

TID 5 – The 2020 Increment was collected. A \$4 million portion of the 2018 NAN was refunded in March.

TID 6 – The Developer is advancing infrastructure work for the new Industrial park.

TID 7 – Mortgage advances totaling all \$4.5 million have been made and reflected as a Grant and as a Deferred Inflow. No new project costs are expected for quite some time. The \$4.7 million deficit reflects the \$4.5 million advance to fund the mortgage note.

LIBRARY FUND – Activity is occurring as planned

TOURISM COMMISSION – Very little activity has occurred so far in 2020. 2020 Room Tax receipts are expected to be very small as the pandemic has significantly adversely impacted the two large hotels in the City.

SOLID WASTE FUND – Activity is occurring as budgeted.

CAPITAL OUTLAY FUND – This fund is much more dependent upon landfill siting revenues in 2020 than prior years. Those resources arrive ratably over the year as opposed to Q1 for tax levy resources. The police have ordered the three squads authorized for 2020. While Highway has spent \$41,000 on trees and ordered the salt spreader.

EQUIPMENT REPLACEMENT FUND – Landfill siting is the primary resource here. The fund has significant fund balance to call upon in the short term for the 2020 program.

The 2020 Ambulance arrived in May. Several of the Highway equipment projects are on order.

STREET IMPROVEMENT FUND – The Q2 & Q3 General Transportation Aids will fund the 2020 program. The 2020 program has been let.

CAPITAL IMPROVEMENT FUND – A \$943,000 deferred inflow from MMSD will aid 2020 resources. Landfill siting resources are likely to fall significantly short of the 2020 budget, the Common Council re-aligned landfill siting resources with new expectations. A shortfall in landfill siting revenues is more than offset by the deferred inflow from MMSD. No changes are needed in 2020 expenditure appropriations.

The Police Shooting range project was completed, however bills are still coming in. The S 68th Street hill mitigation project has been let and has started. The Pleasant View Park Pavilion project is wrapping up. The Ryan Creek Odor control project is moving along.

DEVELOPMENT FUND – Revenues thru June are falling behind 2019 and expectations. This may signal a slow down in development activity. No large permit has been pulled so far in 2020.

The March 1 debt payments were fully funded in 2020 for the first time in several years, and those transfers out to the Debt Service fund were made. As the park projects are getting completed, park impact fees are moving out. However, without progress on more park projects, park impact fees are likely to be rebated later in 2020.

There are now \$5.1 million of park impact fees on hand and \$2.6 million water impact fees. The acceptance of the Loomis Road water main represents the \$213,000 of water impact fee usage.

UTILITY DEVELOPMENT FUND – Activity in this fund centers on balances rolling to the tax roll in December each year as well as collection of utility special assessments.

SANITARY SEWER FUND – Revenues and operating costs are on budget thru June.

WATER UTILITY FUND – revenues are very close to plan, with heavier residential use related to stay at home orders, and lighter Commercial/industrial use for the same reasons. Operating costs are less than might be expected, resulting in improved operating results.

SELF INSURANCE FUND – Revenues are approximately on plan, as participation has remained steady compared to 2019. Benefit payments declined sharply in April/May, as participants refrained from seeking health care during the Pandemic. The Public Health Emergency has delayed some elective procedures, further delaying costs. June claim costs returned to normal. The plan has an unexpected \$557,000 surplus, when a deficit was planned for 2020, raising the fund balance to over \$3 million.

RETIREE HEALTH FUND – Insurance results are on par with the prior year. The decline in the equity markets moderated in April and May, and the fixed income position shielded the portfolio some. There are still some net investment losses from the Feb/March sharp declines.

City of Franklin
Cash & Investments Summary
June 30, 2020

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Total	Prior Month Total
General Fund	\$ 509,642	\$ 5,610,356	\$ 7,108,107	\$ 3,284,682	\$ 16,512,787	\$ 16,822,793
Debt Service Funds	17,762	569,006	551,683	-	1,138,451	1,138,247
TIF Districts	75,833	8,752,878	1,671,966	-	10,500,677	11,578,001
Nonmajor Governmental Funds	670,608	10,342,571	7,800,441	-	18,813,620	18,933,730
Total Governmental Funds	1,273,845	25,274,811	17,132,197	3,284,682	46,965,535	48,472,770
Sewer Fund	494,081	1,101,899	-	-	1,595,980	1,665,617
Water Utility	21,116	2,032,661	429,584	-	2,483,361	2,613,026
Self Insurance Fund	11,084	1,308,709	1,876,087	-	3,195,880	3,124,817
Other Designated Funds	12,227	-	-	-	12,227	14,169
Total Other Funds	538,508	4,443,269	2,305,671	-	7,287,448	7,417,628
Total Pooled Cash & Investments	1,812,353	29,718,080	19,437,868	3,284,682	54,252,983	55,890,398
Property Tax Fund	(338,690)	1,079,463	-	-	740,773	4,942,920
Total Trust Funds	(338,690)	1,079,463	-	-	740,773	4,942,920
Grand Total Cash & Investments	1,473,663	30,797,543	19,437,868	3,284,682	54,993,756	60,833,318
Average Rate of Return		0 25%	1 92%	0 14%		
Maturities:						
Demand	1,473,663	27,385,543	2,789	3,284,682	32,146,678	36,960,128
Fixed Income & Equities	-	-	-	-	-	-
2020 - Q2	-	-	-	-	-	1,000,817
2020 - Q3	-	167,000	-	-	167,000	167,000
2020 - Q4	-	500,000	4,539,387	-	5,039,387	5,045,736
2021 - Q1	-	1,245,000	2,024,219	-	3,269,219	3,022,344
2021 - Q2	-	1,000,000	2,035,136	-	3,035,136	3,038,334
2021 - Q3	-	-	2,038,994	-	2,038,994	-
2021	-	500,000	3,581,377	-	4,081,377	6,376,345
2022	-	-	4,696,062	-	4,696,062	4,702,458
2023	-	-	519,904	-	519,904	520,156
	1,473,663	30,797,543	19,437,868	3,284,682	54,993,756	60,833,318

City of Franklin
General Fund
Comparative Statement of Revenue, Expenses and Fund Balance
For the 6 months ended June 30, 2020

Revenue	2020 Original Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 19,015,200	\$ 19,015,200	\$ 16,309,737	\$ 16,484,031	\$ 174,294
Other Taxes	676,400	676,400	194,317	174,610	(19,707)
Intergovernmental Revenue	1,746,400	1,746,400	445,586	489,598	44,012
Licenses & Permits	903,200	903,200	494,859	574,428	79,569
Law and Ordinance Violations	546,000	546,000	301,700	239,214	(62,486)
Public Charges for Services	2,527,300	2,351,900 A	1,017,769	954,405	(63,364)
Intergovernmental Charges	182,000	182,000	84,070	83,786	(284)
Investment Income	343,580	343,580	178,665	245,133	66,468
Sale of Capital Assets	10,750	10,750	5,785	5,414	(371)
Miscellaneous Revenue	128,500	128,500	82,070	89,685	7,615
Transfers from Other Funds	1,050,000	1,050,000	550,218	537,600	(12,618)
Total Revenue	\$ 27,129,330	\$ 26,953,930	\$ 19,664,776	\$ 19,877,904 101.08%	\$ 213,128
Expenditures	2020 Original Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,365,482	\$ 3,431,643 A	\$ 1,838,260	\$ 1,544,841	\$ (293,419)
Public Safety	18,446,978	18,676,439	9,375,179	8,847,914	(527,265)
Public Works	4,151,677	4,906,734	2,296,411	1,945,766	(350,645)
Health & Human Services	737,635	737,635	350,445	301,824	(48,621)
Culture & Recreation	210,448	210,448	98,934	109,214	10,280
Conservation and Development	619,400	716,294	329,406	310,249	(19,157)
Contingency & Unclassified	1,487,500	1,315,870 A	146,782	37,775	(109,007)
Anticipated Underexpenditures	(315,000)	(315,000)	(157,500)	-	157,500
Transfers to Other Funds	524,000	524,000	-	-	-
Encumbrances	-	-	-	(339,531)	(339,531)
Total Expenditures	\$ 29,228,120	\$ 30,204,063	\$ 14,277,917	\$ 12,758,052 89.36%	\$ (1,519,865)
Excess of revenue over (under) expenditures	(2,098,790)	(3,250,133)	<u>5,386,859</u>	7,119,852	<u>\$ 1,732,993</u>
Fund Balance, beginning of year	<u>8,633,754</u>	<u>8,633,754</u>		<u>8,633,754</u>	
Fund Balance, end of period	<u>\$ 6,534,964</u>	<u>\$ 5,383,621</u>		<u>\$ 15,753,606</u>	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin
General Fund
Comparative Statement of Revenue
For the 6 months ended June 30, 2020**

Revenue	2020 Original Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 19,015,200	\$ 19,015,200	\$ 16,309,737	\$ 16,484,031	\$ 174,294
Other Taxes:					
Cable television franchise fees	480,000	480,000	131,039	113,322	(17,717)
Mobile Home	21,000	21,000	10,500	10,453	(47)
Room tax	175,400	175,400	52,778	50,835	(1,943)
Total Other taxes	676,400	676,400	194,317	174,610	(19,707)
Intergovernmental Revenue:					
State shared revenue-per capita	405,000	405,000	-	-	-
Expenditure restraint revenue	150,000	150,000	-	-	-
State computer aid	228,000	228,000	-	-	-
State transportation aids	535,000	535,000	277,772	401,987	124,215
Fire insurance dues	165,000	165,000	99,000	-	(99,000)
Other grants & aid	263,400	263,400	68,814	87,611	18,797
Total Intergovernmental Revenue	1,746,400	1,746,400	445,586	489,598	44,012
Licenses & Permits:					
Licenses	162,000	162,000	140,469	127,065	(13,404)
Permits	741,200	741,200	354,390	447,363	92,973
	903,200	903,200	494,859	574,428	79,569
Law & Ordinance Violations:					
Fines, Forfeitures & Penalties	546,000	546,000	301,700	239,214	(62,486)
Public Charges for Services:					
Planning Related Fees	72,800	72,800	38,775	36,180	(2,595)
General Government	8,700	8,700	4,415	6,764	2,349
Architectural Board Review	4,500	4,500	2,033	3,130	1,097
Police & Related	6,800	56,800 A	22,892	998	(21,894)
Ambulance Services - ALS	1,350,000	1,350,000	661,273	302,244	(359,029)
Ambulance Services - BLS	-	-	-	218,019	218,019
Fire Safety Training	1,500	1,500	518	1,143	625
Fire Sprinkler Plan Review	40,000	40,000	19,393	2,450	(16,943)
Fire Inspections	19,500	19,500	9,692	3,197	(6,495)
Quarry Reimbursement	43,000	43,000	2,217	21,020	18,803
Weed Cutting	7,000	7,000	799	(321)	(1,120)
Engineering Fees	330,000	330,000	97,811	90,865	(6,946)
Public Works Fees	3,500	16,100	6,421	61,754	55,333
Weights & Measures	7,600	7,600	36	-	(36)
Landfill Operations - Siting	438,000	200,000	100,000	169,574	69,574
Landfill Operations - Emerald Park	80,000	80,000	26,235	31,683	5,448
Health Department	114,400	114,400	25,259	5,705	(19,554)
Total Public Charges for Services	\$ 2,527,300	\$ 2,351,900	\$ 1,017,769	\$ 954,405	\$ (63,364)

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin
General Fund
Comparative Statement of Revenue
For the 6 months ended June 30, 2020**

Revenue	2020 Original Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Intergovernmental Charges:					
Milwaukee County - Paramedics	\$ 100,000	\$ 100,000	\$ 37,976	\$ 60,070	\$ 22,094
School Liaison Officer	82,000	82,000	46,094	23,716	(22,378)
Total Intergovernmental Charges	182,000	182,000	84,070	83,786	(284)
Investment Income:					
Interest on Investments	240,500	240,500	127,125	97,310	(29,815)
Market Value Change on Investments	-	-	-	86,826	86,826
Interest - Tax Roll	100,000	100,000	50,000	58,823	8,823
Other Interest	3,080	3,080	1,540	2,174	634
Total Investment Income	343,580	343,580	178,665	245,133	66,468
Sale of Capital Assets	10,750	10,750	5,785	5,414	(371)
Miscellaneous Revenue:					
Rental of Property	50,000	50,000	25,857	18,554	(7,303)
Refunds/Reimbursements	35,000	35,000	14,766	8,459	(6,307)
Insurance Dividend	40,000	40,000	40,000	58,683	18,683
Other Revenue	3,500	3,500	1,447	3,989	2,542
Total Miscellaneous Revenue	128,500	128,500	82,070	89,685	7,615
Transfer from Other Funds:					
Water Utility-Tax Equivalent	1,050,000	1,050,000	550,218	537,600	(12,618)
Total Transfers from Other Funds	1,050,000	1,050,000	550,218	537,600	(12,618)
Total Revenue	\$ 27,129,330	\$ 26,953,930	\$ 19,664,776	\$ 19,877,904	\$ 213,128
				101.08%	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

City of Franklin
General Fund
Comparative Statement of Expenditures
For the 6 months ended June 30, 2020

Expenditures	2020 Original Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government:					
Mayor & Aldermen - Labor	\$ 65,891	\$ 65,891	\$ 32,945	\$ 32,946	\$ (1)
Mayor & Aldermen - Non-Personnel	33,501	34,345 A	23,321	20,619 E	2,702
Municipal Court - Labor	193,490	193,490	96,745	93,182	3,563
Municipal Court - Non-Personnel	19,625	19,625	16,017	12,485	3,532
City Clerk Labor	353,001	353,001	176,500	155,810	20,690
City Clerk - Non-Personnel	27,200	27,200	14,233	11,865	2,368
Elections - Labor	70,404	70,404	35,202	22,004	13,198
Elections - Non-Personnel	16,500	16,500	9,633	14,114	(4,481)
Information Services - Labor	131,451	236,451 A	118,226	64,500	53,726
Information Services - Non-Personnel	429,878	346,271	187,705	221,348 E	(33,643)
Administration - Labor	411,533	411,533	205,767	114,834 E	90,933
Administration - Non-Personnel	129,655	129,655	61,035	54,906	6,129
Finance - Labor	419,877	419,877	209,939	212,664	(2,725)
Finance - Non-Personnel	115,710	115,710	62,145	50,872	11,273
Independent Audit	30,050	30,050	26,770	24,950	1,820
Assessor - Non-Personnel	233,350	233,350	116,636	55,054	61,582
Legal Services	357,000	357,000	181,860	141,910	39,950
Municipal Buildings - Labor	114,001	154,001 A	77,001	50,079	26,922
Municipal Buildings - Non-Personnel	117,515	121,439 A	52,956	48,468 E	4,488
Property/liability insurance	95,850	95,850	133,624	142,231	(8,607)
Total General Government	3,365,482	3,431,643	1,838,260	1,544,841	293,419
Public Safety:					
Police Department - Labor	9,167,605	9,217,605 A	4,608,803	4,362,413	246,390
Police Department - Non-Personnel	1,226,530	1,249,060 A	653,941	530,889 E	123,052
Pandemic Emergency - Labor	-	-	-	132,369	(132,369)
Fire Department - Labor	6,286,453	6,286,453	3,143,227	2,968,044	175,183
Fire Department - Non-Personnel	566,500	566,831 A	290,108	269,830	20,278
Public Fire Protection	283,300	283,300	142,498	139,981	2,517
Building Inspection - Labor	768,655	846,955	423,478	370,766	52,712
Building Inspection - Non-Personnel	140,335	218,635	107,044	66,022	41,022
Weights and Measures	7,600	7,600	6,080	7,600	(1,520)
Total Public Safety	18,446,978	18,676,439	9,375,179	8,847,914	527,265
Public Works:					
Engineering - Labor	590,261	590,261	295,130	232,301	62,829
Engineering - Non-Personnel	342,820	342,820	169,638	173,946	(4,308)
Highway - Labor	1,974,746	2,604,746	1,302,373	878,246	424,127
Highway - Non-Personnel	890,800	975,737 A	374,690	515,431 E	(140,741)
Street Lighting	346,000	386,120 A	153,278	145,803 E	7,475
Weed Control	7,050	7,050	1,302	39	1,263
Total Public Works	\$ 4,151,677	\$ 4,906,734	\$ 2,296,411	\$ 1,945,766	\$ 350,645

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

City of Franklin
General Fund
Comparative Statement of Revenue, Expenses and Fund Balance
For the 6 months ended June 30, 2020

Expenditures	2020 Original Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Health & Human Services:					
Public Health - Labor	\$ 628,585	\$ 628,585	\$ 314,293	\$ 275,233	\$ 39,060
Public Health - Non-Personnel	65,250	65,250	12,842	9,102	3,740
Animal Control	43,800	43,800	23,310	17,489	5,821
Total Health & Human Services	737,635	737,635	350,445	301,824	48,621
Culture & Recreation:					
Senior Travel & Activities	24,000	24,000	10,264	1,180	9,084
Parks - Labor	119,998	119,998	59,999	79,941	(19,942)
Parks - Non-Personnel	66,450	66,450	28,671	28,093 E	578
Total Culture & Recreation	210,448	210,448	98,934	109,214	(10,280)
Conservation & Development:					
Planning - Labor	358,680	358,680	179,340	176,159 E	3,181
Planning - Non-Personnel	74,950	133,844 A	47,703	67,616 E	(19,913)
Economic Dev - Labor	126,770	126,770	63,385	61,101	2,284
Economic Dev - Non-Personnel	59,000	97,000 A	38,978	5,373 E	33,605
Total Conservation & Development	619,400	716,294	329,406	310,249	19,157
Contingency & Unclassified:					
Restricted - other	1,335,000	1,035,000 A	-	-	-
Unrestricted	125,000	253,370 A	135,262	37,775 E	97,487
Unclassified	27,500	27,500	11,520	-	11,520
Total Contingency & Unclassified	1,487,500	1,315,870	146,782	37,775	109,007
Anticipated Underexpenditures	(315,000)	(315,000)	(157,500)	-	(315,000)
Transfers to Other Funds:					
Capital Improvement Fund	500,000	500,000	-	-	-
Other Funds	24,000	24,000	-	-	-
Total Transfers to Other Funds	524,000	524,000	-	-	-
Total Expenditures	\$ 29,228,120	\$ 30,204,063	\$ 14,277,917	\$ 13,097,583	\$ 1,022,834
Less Encumbrances				(339,531)	
Net Expenditures				\$ 12,758,052	
% of YTD Budget				89.36%	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin
General Fund
Balance Sheet**

ASSETS

6/30/2020

Cash & Investments	\$ 16,504,110
Accounts & Taxes & Interest Receivable	2,977,934
Due from Other Funds & Advances	123,200
Due from Other Governments	2,822
Prepaid Expenditures & Inventories	11,562
Total Assets	<u>\$ 19,619,628</u>

LIABILITIES

Accounts Payable	\$ 237,717
Accrued Liabilities	899,089
Due to Other Funds & Governments	121,092
Special Deposits	72,982
Unearned Revenue	<u>2,535,142</u>
Total Liabilities	<u>3,866,022</u>

FUND BALANCES

Nonspendable - Inventories, Prepaids, Advances, Assigned	134,762
Unassigned	<u>15,618,844</u>
Total Fund Balances	<u>15,753,606</u>
Total Liabilities & Fund Balances	<u>\$ 19,619,628</u>

**City of Franklin
Debt Service Funds
Balance Sheet
June 30, 2020 and 2019**

	2020 Special Assessment	2020 Debt Service	2020 Total	2019 Special Assessment	2019 Debt Service	2019 Total
Assets						
Cash and investments	\$ 787,485	\$ 350,966	\$ 1,138,451	\$ 734,270	\$ 419,391	\$ 1,153,661
Special assessment receivable	30,255	-	30,255	58,474	-	58,474
Total Assets	<u>\$ 817,740</u>	<u>\$ 350,966</u>	<u>\$ 1,168,706</u>	<u>\$ 792,744</u>	<u>\$ 419,391</u>	<u>\$ 1,212,135</u>
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 30,255	\$ -	\$ 30,255	\$ 58,474	\$ -	\$ 58,474
Unassigned fund balance	787,485	350,966	1,138,451	734,270	419,391	1,153,661
Total Liabilities and Fund Balance	<u>\$ 817,740</u>	<u>\$ 350,966</u>	<u>\$ 1,168,706</u>	<u>\$ 792,744</u>	<u>\$ 419,391</u>	<u>\$ 1,212,135</u>

**Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020 and 2019**

	2020 Special Assessment	2020 Debt Service	2020 Year-to-Date Actual	2020 Original Budget	2019 Special Assessment	2019 Debt Service	2019 Year-to-Date Actual
Revenue							
Property Taxes	\$ -	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ 1,300,000	\$ 1,300,000
Special Assessments	6,221	-	6,221	65,000	5,729	-	5,729
Investment Income	13,634	3,246	16,880	12,000	14,207	7,643	21,850
GO Debt Issuance	-	-	-	-	-	-	-
Total Revenue	<u>19,855</u>	<u>1,103,246</u>	<u>1,123,101</u>	<u>1,177,000</u>	<u>19,936</u>	<u>1,307,643</u>	<u>1,327,579</u>
Expenditures:							
Debt Service							
Principal	-	1,425,000	1,425,000	1,387,500	-	1,405,000	1,405,000
Interest	-	74,961	74,961	199,132	-	74,256	74,256
Bank Fees	-	1,200	1,200	1,140	-	800	800
Total expenditures	<u>-</u>	<u>1,501,161</u>	<u>1,501,161</u>	<u>1,587,772</u>	<u>-</u>	<u>1,480,056</u>	<u>1,480,056</u>
Transfers in	-	397,950	397,950	453,682	-	323,419	323,419
Transfers out	-	-	-	(600,000)	-	-	-
Net change in fund balances	<u>19,855</u>	<u>35</u>	<u>19,890</u>	<u>(557,090)</u>	<u>19,936</u>	<u>151,006</u>	<u>170,942</u>
Fund balance, beginning of year	<u>767,630</u>	<u>350,931</u>	<u>1,118,561</u>	<u>1,118,561</u>	<u>714,334</u>	<u>268,385</u>	<u>982,719</u>
Fund balance, end of period	<u>\$ 787,485</u>	<u>\$ 350,966</u>	<u>\$ 1,138,451</u>	<u>\$ 561,471</u>	<u>\$ 734,270</u>	<u>\$ 419,391</u>	<u>\$ 1,153,661</u>

City of Franklin
Consolidating TID Funds
Balance Sheet
June 30, 2020

<u>Assets</u>		Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	Total
Cash & investments		\$ 725,896	\$ 3,201,668	\$ 863,276	\$ 5,328,551	\$ 394,687	\$ 10,514,078
Accounts & mortgage receivable		-	-	-	-	4,500,000	4,500,000
Total Assets		<u>\$ 725,896</u>	<u>\$ 3,201,668</u>	<u>\$ 863,276</u>	<u>\$ 5,328,551</u>	<u>\$ 4,894,687</u>	<u>\$ 15,014,078</u>
<u>Liabilities and Fund Balance</u>							
Accounts payable		\$ -	\$ 519,032	\$ -	\$ 13,119	\$ -	\$ 532,151
Accrued liabilities		865,136	-	-	-	-	865,136
Deferred inflow		-	-	-	-	4,500,000	4,500,000
Advances from other funds		-	-	-	-	1,745,000	1,745,000
Total Liabilities		<u>865,136</u>	<u>519,032</u>	<u>-</u>	<u>13,119</u>	<u>6,245,000</u>	<u>7,642,287</u>
Assigned fund balance		(139,240)	2,682,636	863,276	5,315,432	(1,350,313)	7,371,791
Total Liabilities and Fund Balance		<u>\$ 725,896</u>	<u>\$ 3,201,668</u>	<u>\$ 863,276</u>	<u>\$ 5,328,551</u>	<u>\$ 4,894,687</u>	<u>\$ 15,014,078</u>

Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	Total
Revenue						
General property tax levy	\$ 1,401,748	\$ 1,138,802	\$ 721,361	\$ -	\$ -	\$ 3,261,911
Payment in lieu of taxes	-	73,889	91,560	-	-	165,449
State exempt aid	33,870	37,145	12,883	-	-	83,898
Investment & misc income	7,752	70,848	22,188	25,383	14,118	140,269
Total revenue	<u>1,443,370</u>	<u>1,320,684</u>	<u>847,972</u>	<u>25,383</u>	<u>14,118</u>	<u>3,651,527</u>
Expenditures						
Debt service principal, interest & fees	\$ 710,075	\$ -	\$ 4,427,844	\$ 109,850	\$ 33,507	\$ 5,281,276
Administrative expenses	3,690	19,476	3,690	15,428	3,690	45,974
Professional services	750	717,695	35,035	28,123	9,479	791,082
Capital outlays	-	7,249,813	-	-	166,663	7,416,476
Development incentive & obligation payments	760,005	-	-	-	4,500,000	5,260,005
Encumbrances	-	(5,280,996)	(27,160)	(1,600)	(5,900)	(5,315,656)
Total expenditures	<u>1,474,520</u>	<u>2,705,988</u>	<u>4,439,409</u>	<u>151,801</u>	<u>4,707,439</u>	<u>13,479,157</u>
Revenue over (under) expenditures	(31,150)	(1,385,304)	(3,591,437)	(126,418)	(4,693,321)	(9,827,630)
Fund balance, beginning of year	(108,090)	4,067,940	4,454,713	5,441,850	3,343,008	17,199,421
Fund balance, end of period	<u>\$ (139,240)</u>	<u>\$ 2,682,636</u>	<u>\$ 863,276</u>	<u>\$ 5,315,432</u>	<u>\$ (1,350,313)</u>	<u>\$ 7,371,791</u>

City of Franklin
Tax Increment Financing District #3 - Northwestern Mutual
Balance Sheet
June 30, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ 725,896	\$ 3,645,511
Taxes receivable	-	-
Total Assets	\$ 725,896	\$ 3,645,511
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 833,343
Accrued liabilities	865,136	865,135
Unearned revenue	-	-
Total Liabilities	865,136	1,698,478
Assigned fund balance	(139,240)	1,947,033
Total Liabilities and Fund Balance	\$ 725,896	\$ 3,645,511

Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue					
General property tax levy	\$ 1,409,000	\$ 1,409,000	\$ 1,409,000	\$ 1,401,748	\$ 1,114,683
State exempt aid	507,500	507,500	13,750	33,870	6,293
Investment income	25,000	25,000	14,271	7,752	75,717
Bond proceeds	-	-	-	-	3,001,886
Total revenue	1,941,500	1,941,500	1,437,021	1,443,370	4,198,579
Expenditures					
Debt service principal	665,000	665,000	665,000	665,000	-
Debt service interest & fees	80,265	80,265	42,000	45,075	16,201
Administrative expenses	7,250	7,250	3,625	3,690	95,878
Professional services	6,000	6,000	3,000	750	1,000
Capital outlays	-	-	-	-	880,082
Development incentive & obligation payments	711,005	760,005	735,505	760,005	2,791,990
Total expenditures	1,469,520	1,518,520	1,449,130	1,474,520	2,905,069
Revenue over (under) expenditures	471,980	422,980	\$ (12,109)	(31,150)	1,293,510
Fund balance, beginning of year	(127,252)	(127,252)		(108,090)	653,523
Fund balance, end of period	\$ 344,728	\$ 295,728		\$ (139,240)	\$ 1,947,033

City of Franklin
Tax Increment Financing District #4 - Ascension Hospital
Balance Sheet
June 30, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ 3,201,668	\$ 4,249,155
Total Assets	<u>\$ 3,201,668</u>	<u>\$ 4,249,155</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 519,032	\$ 4,661
Total Liabilities	<u>519,032</u>	<u>4,661</u>
Assigned fund balance	<u>2,682,636</u>	<u>4,244,494</u>
Total Liabilities and Fund Balance	<u>\$ 3,201,668</u>	<u>\$ 4,249,155</u>

Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue					
General property tax levy	\$ 1,144,700	\$ 1,144,700	\$ 1,144,700	\$ 1,138,802	\$ 1,011,224
Payment in Lieu of Taxes	120,000	120,000	120,000	73,889	121,759
State exempt aid	48,900	48,900	16,150	37,145	4,827
Investment income	74,000	74,000	37,000	70,848	76,147
Bond proceeds	6,200,000	6,200,000	3,100,000	-	-
Total revenue	<u>7,587,600</u>	<u>7,587,600</u>	<u>4,417,850</u>	<u>1,320,684</u>	<u>1,213,957</u>
Expenditures					
Debt service interest & fees	75,000	75,000	37,500	-	-
Administrative expenses	30,290	30,290	15,145	19,476	22,167
Professional services	1,000	127,675	773,337	717,695	137,149
Capital outlay	11,000,000	11,656,606	5,118,803	7,249,813	714,802
Encumbrances	-	-	-	(5,280,996)	(813,196)
Total expenditures	<u>11,106,290</u>	<u>11,889,571</u>	<u>5,944,785</u>	<u>2,705,988</u>	<u>60,922</u>
Revenue over (under) expenditures	<u>(3,518,690)</u>	<u>(4,301,971)</u>	<u>(1,526,935)</u>	<u>(1,385,304)</u>	<u>1,153,035</u>
Fund balance, beginning of year	<u>4,229,419</u>	<u>4,067,940</u>		<u>4,067,940</u>	<u>3,091,459</u>
Fund balance, end of period	<u>\$ 710,729</u>	<u>\$ (234,031)</u>		<u>\$ 2,682,636</u>	<u>\$ 4,244,494</u>

City of Franklin
Tax Increment Financing District #5 - Ballpark Commons
Balance Sheet
June 30, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ 863,276	\$ 4,339,140
Accounts receivable	-	-
Total Assets	<u>\$ 863,276</u>	<u>\$ 4,339,140</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 9,109
Due to other funds	-	-
Interfund advance from Development Fund	-	-
Total Liabilities	-	9,109
Assigned fund balance	863,276	4,330,031
Total Liabilities and Fund Balance	<u>\$ 863,276</u>	<u>\$ 4,339,140</u>

Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue					
General property tax levy	\$ 756,000	\$ 756,000	\$ 378,000	\$ 721,361	\$ 30,951
Payment in lieu of taxes	-	-	-	91,560	-
State exempt aid	12,900	12,900	6,450	12,883	123
Investment income	1,000	1,000	500	22,168	76,865
Bond proceeds	-	-	-	-	10,600,102
Total revenue	<u>769,900</u>	<u>769,900</u>	<u>384,950</u>	<u>847,972</u>	<u>10,708,041</u>
Expenditures					
Debt service interest & fees	890,763	4,890,763	2,246,971	4,427,844	10,427,243
Administrative expenses	12,250	12,250	6,622	3,690	23,244
Professional services	16,050	48,188	10,095	35,035	100,627
Capital outlay	-	-	-	-	4,565,517
Development incentive & obligation payments	-	-	-	-	-
Encumbrances	-	-	-	(27,160)	(53,106)
Total expenditures	<u>919,063</u>	<u>4,951,201</u>	<u>2,263,688</u>	<u>4,439,409</u>	<u>15,063,525</u>
Revenue over (under) expenditures	(149,163)	(4,181,301)	<u>\$ (1,878,738)</u>	(3,591,437)	(4,355,484)
Fund balance, beginning of year	<u>376,133</u>	<u>376,133</u>		<u>4,454,713</u>	<u>8,685,515</u>
Fund balance, end of period	<u>\$ 226,970</u>	<u>\$ (3,805,168)</u>		<u>\$ 863,276</u>	<u>\$ 4,330,031</u>

City of Franklin
Tax Increment Financing District #6 - Loomis & Ryan
Balance Sheet
June 30, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ 5,328,551	\$ 6,537,042
Total Assets	<u>\$ 5,328,551</u>	<u>\$ 6,537,042</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 13,119	\$ 670
Advances from other funds	-	13,000
Total Liabilities	<u>13,119</u>	<u>13,670</u>
Assigned fund balance	5,315,432	6,523,372
Total Liabilities and Fund Balance	<u>\$ 5,328,551</u>	<u>\$ 6,537,042</u>

Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue					
Investment income	\$ 32,500	\$ 32,500	\$ 16,250	\$ 25,383	\$ 12,995
Bond proceeds	<u>3,250,000</u>	<u>3,250,000</u>	<u>1,625,000</u>	-	<u>6,638,320</u>
Total revenue	<u>3,282,500</u>	<u>3,282,500</u>	<u>1,641,250</u>	<u>25,383</u>	<u>6,651,315</u>
Expenditures					
Debt service interest & fees	\$ 326,940	\$ 326,940	\$ 155,225	\$ 109,850	\$ 109,100
Administrative expenses	30,290	30,290	15,070	15,428	2,983
Professional services	8,750	9,906	4,953	28,123	3,672
Capital outlay	3,000,000	9,000,000	4,500,000	-	-
Encumbrances	-	-	-	(1,600)	(1,156)
Total expenditures	<u>3,365,980</u>	<u>9,367,136</u>	<u>4,675,248</u>	<u>151,801</u>	<u>114,599</u>
Revenue over (under) expenditures	(83,480)	(6,084,636)	<u>\$ (3,033,998)</u>	(126,418)	6,536,716
Fund balance, beginning of year	<u>626,563</u>	<u>626,563</u>		<u>5,441,850</u>	<u>(13,344)</u>
Fund balance, end of period	<u>\$ 543,083</u>	<u>\$ (5,458,073)</u>		<u>\$ 5,315,432</u>	<u>\$ 6,523,372</u>

City of Franklin
Tax Increment Financing District #7 - Velo Village
Balance Sheet
June 30, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ 394,687	\$ (7,020)
Mortgage receivable	4,500,000	
Total Assets	<u>\$ 4,894,687</u>	<u>\$ (7,020)</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 861
Advances from other funds	1,745,000	-
Deferred Inflow	4,500,000	-
Total Liabilities	<u>6,245,000</u>	<u>861</u>
Assigned fund balance	(1,350,313)	(7,881)
Total Liabilities and Fund Balance	<u>\$ 4,894,687</u>	<u>\$ (7,020)</u>

Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue				
Investment & misc income	\$ 270,000	\$ 270,000	\$ 14,118	\$ -
Bond proceeds	-	-	-	-
Total revenue	<u>270,000</u>	<u>270,000</u>	<u>14,118</u>	<u>-</u>
Expenditures				
Debt service interest, fees, bond issuance	\$ 268,549	\$ 268,549	\$ 33,507	\$ -
Administrative expenses	7,250	7,250	3,690	114
Professional services	6,750	30,850	9,479	16,867
Capital outlay	-	-	166,663	-
Development incentive & obligation payments	-	-	4,500,000	-
Encumbrances	-	-	(5,900)	(9,100)
Total expenditures	<u>282,549</u>	<u>306,649</u>	<u>4,707,439</u>	<u>7,881</u>
Revenue over (under) expenditures	(12,549)	(36,649)	(4,693,321)	(7,881)
Fund balance, beginning of year	<u>2,970,100</u>	<u>2,970,100</u>	<u>3,343,008</u>	<u>-</u>
Fund balance, end of period	<u>\$ 2,957,551</u>	<u>\$ 2,933,451</u>	<u>\$ (1,350,313)</u>	<u>\$ (7,881)</u>

**City of Franklin
Library Fund
Balance Sheet
June 30, 2020 and 2019**

	Operating		Restricted	
Assets	2020	2019	2020	2019
Cash and investments	\$ 1,297,580	\$ 1,206,112	\$ 138,513	\$ 154,472
Total Assets	<u>\$ 1,297,580</u>	<u>\$ 1,206,112</u>	<u>\$ 138,513</u>	<u>\$ 154,472</u>
Liabilities and Fund Balance				
Accounts payable	\$ 14,284	\$ 17,251	\$ 2,989	\$ 2,533
Accrued salaries & wages	29,330	26,067	-	-
Assigned fund balance	1,253,966	1,162,794	135,524	151,939
Total Liabilities and Fund Balance	<u>\$ 1,297,580</u>	<u>\$ 1,206,112</u>	<u>\$ 138,513</u>	<u>\$ 154,472</u>

**Statement of Revenue, Expenses and Fund Balance - Operating Fund
For the Six months ended June 30, 2020 and 2019**

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue					
Property taxes	\$ 1,340,500	\$ 1,340,500	\$ 1,340,500	\$ 1,340,500	\$ 1,312,700
Reciprocal borrowing (restricted)	40,000	40,000	163	-	671
Landfill Siting	20,000	20,000	10,000	8,311	-
Investment income	15,000	15,000	7,500	12,287	18,037
Transfers in	-	-	-	-	8,100
Total Revenue	<u>1,415,500</u>	<u>1,415,500</u>	<u>1,358,163</u>	<u>1,361,098</u>	<u>1,339,508</u>
Expenditures:					
Salaries and benefits	998,134	998,134	499,067	466,678	444,397
Contractual services	10,250	10,250	8,404	7,637	9,593
Supplies	23,100	23,100	9,358	10,055	19,715
Services and charges	85,717	85,717	44,569	63,830	48,085
Contingency	-	-	-	-	6,240
Facility charges	195,418	195,418	86,185	83,543	98,255
Capital outlay	154,000	154,000	48,010	38,816	46,338
Encumbrances	-	-	-	-	(6,240)
Total Library Costs	<u>1,466,619</u>	<u>1,466,619</u>	<u>695,593</u>	<u>670,559</u>	<u>666,383</u>
Total expenditures	<u>1,466,619</u>	<u>1,466,619</u>	<u>695,593</u>	<u>670,559</u>	<u>666,383</u>
Revenue over (under) expenditures	(51,119)	(51,119)	<u>662,570</u>	690,539	673,125
Fund balance, beginning of year	<u>452,085</u>	<u>563,427</u>		<u>563,427</u>	<u>489,669</u>
Fund balance, end of period	<u>\$ 400,966</u>	<u>\$ 512,308</u>		<u>\$ 1,253,966</u>	<u>\$ 1,162,794</u>

**City of Franklin
Tourism Commission
Balance Sheet
June 30, 2020 and 2019**

<u>Assets</u>	2020	2019
Cash and investments	\$ 469,319	\$ 345,567
Total Assets	\$ 469,319	\$ 345,567
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 331	\$ 1,000
Assigned fund balance	468,988	344,567
Total Liabilities and Fund Balance	\$ 469,319	\$ 345,567

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020 and 2019**

	2020 Original Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue:					
Room Taxes	\$ 210,179	\$ 210,179	\$ 25,378	\$ (961)	\$ 437
Investment Income	-	-	-	2,098	3,744
Total revenue	210,179	210,179	25,378	1,137	4,181
Expenditures:					
Personal Services	35,000	35,000	17,500	-	-
Supplies & Printing	15,000	15,000	5,000	25	-
Training & Memberships	10,000	10,000	7,069	1,000	439
Tourism Events	10,000	10,000	413	-	154
Marketing	60,000	61,371	14,983	2,446	37,938
Advertising	309,000	309,000	154,500	-	-
Encumbrances	-	-	-	(1,371)	(3,848)
Total expenditures	439,000	440,371	199,465	2,100	34,683
Revenue over (under) expenditures	(228,821)	(230,192)	(174,087)	(963)	(30,502)
Fund balance, beginning of year	234,658	469,951		469,951	376,069
Fund balance, end of period	\$ 5,837	\$ 239,759		\$ 468,988	\$ 345,567

City of Franklin
Solid Waste Collection Fund
Balance Sheet
June 30, 2020 and 2019

<u>Assets</u>	2020	2019
Cash and investments	\$ 1,452,726	\$ 1,252,276
Accrued Receivables	356	242
Total Assets	\$ 1,453,082	\$ 1,252,518
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 162,466	\$ 139,867
Accrued salaries & wages	460	458
Restricted fund balance	1,290,156	1,112,193
Total Liabilities and Fund Balance	\$ 1,453,082	\$ 1,252,518

Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020 and 2019

	2020 Original Budget	2020 YTD Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue				
Grants	\$ 69,000	69,000	\$ 68,834	\$ 68,858
User Fees	1,534,349	1,533,034	1,535,055	1,214,694
Landfill Operations-tippage	365,000	140,068	149,355	143,091
Investment Income	20,000	11,346	15,081	19,621
Sale of Recyclables	1,500	750	1,168	-
Total Revenue	1,989,849	1,754,198	1,769,493	1,446,264
Expenditures:				
Personal Services	17,638	8,819	7,766	6,573
Refuse Collection	722,300	348,512	357,680	355,552
Recycling Collection	697,149	336,295	356,408	197,078
Leaf & Brush Pickups	60,000	19,995	20,000	20,000
Tippage Fees	469,200	171,925	192,073	184,620
Miscellaneous	5,000	2,543	535	995
Total expenditures	1,971,287	888,089	934,462	764,818
Revenue over (under) expenditures	18,562	<u>866,109</u>	835,031	681,446
Fund balance, beginning of year	<u>501,072</u>		<u>455,125</u>	<u>430,747</u>
Fund balance, end of period	<u>\$ 519,634</u>		<u>\$ 1,290,156</u>	<u>\$ 1,112,193</u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
June 30, 2020 and 2019**

<u>Assets</u>	2020	2019
Cash and investments	\$ 712,327	\$ 695,007
Accrued Receivables	2,727	1,818
Total Assets	\$ 715,054	\$ 696,825
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 44,569	\$ 29,607
Assigned fund balance	670,485	667,218
Total Liabilities and Fund Balance	\$ 715,054	\$ 696,825

**Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020 and 2019**

Revenue	2020 Original Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Property Taxes	\$ 295,700	\$ 295,700	\$ 295,700	\$ 295,700	\$ 452,800
Grants	6,000	29,800	14,900	16,128	1,606
Landfill Siting	483,900	475,000	287,931	199,262	199,550
Investment Income	7,800	7,800	3,900	9,763	11,470
Miscellaneous Revenue	25,000	43,125	18,919	22,707	4,839
Total Revenue	818,400	851,425	621,350	543,560	670,265
Expenditures:					
General Government	232,050	232,050	40,474	109,792	64,776
Public Safety	447,600	557,766	409,482	374,464	382,589
Public Works	162,800	194,382	128,501	68,647	27,117
Health and Human Services	900	900	16	900	54
Culture and Recreation	76,000	76,000	36,627	-	2,866
Conservation and Development	10,000	10,000	5,404	1,467	503
Contingency	60,000	43,800	9,908	-	-
Encumbrances	-	-	-	(190,484)	(49,815)
Total expenditures	989,350	1,114,898	630,412	364,786	428,090
Revenue over (under) expenditures	(170,950)	(263,473)	(9,062)	178,774	242,175
Fund balance, beginning of year	239,473	491,711		491,711	425,043
Fund balance, end of period	\$ 68,523	\$ 228,238		\$ 670,485	\$ 667,218

A Portion of Municipal Building, Police, Highway & Parks appropriations are contingent upon Landfill Siting revenue growth

City of Franklin
Equipment Replacement Fund
Balance Sheet
June 30, 2020 and 2019

<u>Assets</u>	2020	2019
Cash and investments	\$ 2,535,836	\$ 3,089,451
Total Assets	\$ 2,535,836	\$ 3,089,451
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 474	\$ -
Assigned fund balance	2,535,362	3,089,451
Total Liabilities and Fund Balance	\$ 2,535,836	\$ 3,089,451

Comparative Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020 and 2019

	2020 Original Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue:					
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ 175,000
Landfill	677,600	400,000	221,586	221,700	228,060
Investment Income	37,400	37,400	18,700	57,108	60,400
Grants	-	-	-	178,624	-
Property Sales	56,500	56,500	19,087	-	727
Total revenue	771,500	493,900	259,373	457,432	464,187
Expenditures:					
Public Safety	241,000	257,974	241,429	247,993	633,395
Public Works	609,000	799,000	399,524	798,334	20,431
Encumbrances	-	-	-	(596,195)	(633,395)
Total expenditures	850,000	1,056,974	640,953	450,132	20,431
Revenue over (under) expenditures	(78,500)	(563,074)	<u>(381,580)</u>	7,300	443,756
Fund balance, beginning of year	2,266,695	2,528,062		2,528,062	2,645,695
Fund balance, end of period	\$ 2,188,195	\$ 1,964,988		\$ 2,535,362	\$ 3,089,451

City of Franklin
Street Improvement Fund
Balance Sheet
June 30, 2020 and 2019

<u>Assets</u>	2020	2019
Cash and investments	\$ 933,850	\$ 774,520
Total Assets	\$ 933,850	\$ 774,520
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 948	\$ 13,068
Assigned fund balance	932,902	761,452
Total Liabilities and Fund Balance	\$ 933,850	\$ 774,520

Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020 and 2019

	2020 Original Budget	2020 Amended Budget	2020 Year-to-Date Totals	2019 Year-to-Date Totals
Revenue:				
Property Taxes	\$ -	\$ -	\$ -	\$ 18,200
Landfill Siting	368,500	350,000	149,216	85,530
Investment Income	4,800	4,800	6,868	8,707
Local Road Improvement Aids	845,000	845,000	300,000	300,000
Total revenue	1,218,300	1,199,800	456,084	412,437
Expenditures:				
Street Reconstruction Program - Current Year	1,300,000	1,487,936	753,088	954,503
Encumbrances	-	-	(723,699)	(904,130)
Total expenditures	1,300,000	1,487,936	29,389	50,373
Revenue over (under) expenditures	(81,700)	(288,136)	426,695	362,064
Fund balance, beginning of year	350,588	506,207	506,207	399,388
Fund balance, end of period	\$ 268,888	\$ 218,071	\$ 932,902	\$ 761,452

City of Franklin
Capital Improvement Fund
Balance Sheet
June 30, 2020 and 2019

<u>Assets</u>	2020	2019
Cash and investments	\$ 1,364,660	\$ 3,473,365
Accrued receivables	951,949	8,949
Total Assets	\$ 2,316,609	\$ 3,482,314
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 20,932	\$ 37,411
Contracts Payable	380,470	-
Deferred Inflow	943,000	-
Assigned fund balance	972,207	3,444,903
Total Liabilities and Fund Balance	\$ 2,316,609	\$ 3,482,314

Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020 and 2019

	2020 Original Budget	2020 Amended Budget	2020 Year-to-Date Totals	2019 Year-to-Date Totals
Revenue:				
Other Grants	\$ 500,000	\$ 1,443,000	\$ 173,365	\$ -
Landfill Siting	722,000	180,000	85,490	350,192
Transfers from Other Funds	600,000	600,000	-	-
Transfers from General Funds	500,000	500,000		
Transfers from Impact Fees	621,500	692,900	49,079	-
Transfers from Connection Fees	1,120,000	1,120,000	-	-
Investment Income	25,000	25,000	14,005	60,599
Total revenue	4,088,500	4,560,900	321,939	410,791
Expenditures:				
General Government	500,000	551,505	109,270	174,537
Public Safety	225,000	1,506,601	1,202,398	81,725
Public Works	1,150,000	1,343,809	392,219	1,057,572
Culture and Recreation	1,300,000	1,467,704	225,420	3,693
Sewer & Water	1,570,000	1,570,000	200,289	-
Contingency	175,000	171,070	27,170	10,183
Encumbrances	-	-	(794,558)	(1,038,450)
Total expenditures	4,920,000	6,610,689	1,362,208	289,260
Revenue over (under) expenditures	(831,500)	(2,049,789)	(1,040,269)	121,531
Fund balance, beginning of year	1,012,833	2,012,476	2,012,476	3,323,372
Fund balance, end of period	\$ 181,333	\$ (37,313)	\$ 972,207	\$ 3,444,903

**City of Franklin
Development Fund
Balance Sheet
June 30, 2020 and 2019**

Assets	2020	2019
Cash and investments	\$ 7,180,731	\$ 6,619,854
Impact fees receivable	232,640	-
Due From TID 7	1,745,000	-
Total Assets	\$ 9,158,371	\$ 6,619,854
Liabilities and Fund Balance		
Accounts payable	\$ 11,673	\$ 877
Payable to Developers- Oversizing	221,759	103,934
Unearned Revenue - Other	232,640	-
Assigned fund balance	8,692,299	6,515,043
Total Liabilities and Fund Balance	9,158,371	6,619,854

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020 and 2019**

	2020 Original Budget	2020 Amended Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue:				
Impact Fee Parks	\$ 804,000	\$ 804,000	\$ 143,284	\$ 169,737
Southwest Sewer Service Area	48,000	48,000	60,435	16,230
Administration	15,000	15,000	2,200	3,740
Water	679,000	679,000	151,050	249,013
Transportation	22,000	22,000	5,299	18,656
Fire Protection	133,500	133,500	20,456	30,360
Law Enforcement	207,700	207,700	37,715	56,167
Library	224,000	224,000	40,358	47,511
Total Impact Fees	2,133,200	2,133,200	460,797	591,414
Investment Income	120,000	120,000	105,878	111,700
Interfund Interest Income	-	-	2,686	-
Total revenue	2,253,200	2,253,200	569,361	703,114
Expenditures:				
Other Professional Services	25,000	33,552	29,184	15,253
Transfer to Debt Service				
Law Enforcement	205,082	205,082	199,855	133,800
Fire	42,937	42,937	39,863	39,333
Transportation	71,923	71,923	64,249	18,000
Library	134,000	134,000	93,982	132,286
Total Transfers to Debt Service	453,942	453,942	397,949	323,419
Transfer to Capital Improvement Fund				
Transfer(s) Out	-	71,400	-	-
Park	621,500	646,785	74,364	25,285
Total Transfers to Capital Improve	621,500	718,185	74,364	25,285
Sewer Fees	250,000	250,000	-	-
Water Fees	1,025,000	1,368,130	554,760	226,590
Encumbrances	-	-	(345,736)	(262,280)
Total expenditures	2,375,442	2,823,809	710,521	328,267
Revenue over (under) expenditures	(122,242)	(570,609)	(141,160)	374,847
Fund balance, beginning of year	8,663,277	8,833,459	8,833,459	6,140,196
Fund balance, end of period	\$ 8,541,035	\$ 8,262,850	\$ 8,692,299	\$ 6,515,043

Development Fund

City of Franklin

Summary of Impact Fee Activity
For the six months ended June 30, 2020
Preliminary

	4292	4293	4294	4295	4296	4297	4299	27 1100 1111 -27 2000 2117
	Cash Acct	Revenue Acct	Expenditure Acct					
	Parks Recreation	SW Sewer	Admin Fee	Water	Transportation	Fire Protection	Law Enforcement	Library
Beginning Bal, 01/01/20	4,955,794 67	89,358 23	108,103 32	2,733,341 10	119,988 90	232,306 86	320,898 03	273,668 29
1st Quarter								
Impact Fees	92,339 00	39,135 00	1,430 00	87,690 00	3,335 00	13,212 00	24,556 00	26,131 00
Expenditures			(5,153 18)	(213,710 18) ²	(64,248 93) ¹	(39,862 75)	(199,855 90)	(93,982 09) ¹
subtotal	5,048,133 67	128,493 23	104,380 14	2,607,320 92	59,074 97	205,656 11	145,598 13	205,817 20
Transfers								
Investment Income	54,672 09	1,193 37	1,163 96	29,255 73	980 90	2,399 13	2,555 43	2,626 58
Ending balance 3/31/2020	5,102,805.76	129,686.60	105,544.10	2,636,576.65	60,055.87	208,055.24	148,153.56	208,443.78
2nd Quarter								
Impact Fees	50,945 00	21,300 00	770 00	63,360 00	1,964 00	7,244 00	13,159 00	14,227 00
Expenditures	(25,595 00)		(20,710 24)	(23,919 50)				
subtotal	5,128,155 76	150,986 60	85,603 86	2,676,017 15	62,019 87	215,299 24	161,312 56	222,670 78
Transfers								
Investment Income	8,068 18	238 64	135 30	4,229 58	98 03	340 29	254 96	351 94
Ending balance 6/30/2020	5,136,223.94	151,225.24	85,739.16	2,680,246.73	62,117.90	215,639.53	161,567.52	223,022.72
Number of Months	333.90	103.30	176.48	136.62	14.49	53.76	21.92	51.64
2020 Impact Fees	143,284 00	60,435 00	2,200 00	151,050 00	5,299 00	20,456 00	37,715 00	40,358 00
2019 Impact Fees	948,902 00	48,440 00	21,684 00	1,158,186 00	113,102 00	174,135 00	322,218 00	262,058 00
2018 Impact Fees	869,037 00	4,689 00	20,625 00	938,441 00	55,533 10	136,409 82	250,076 12	243,988 00
2017 Impact Fees	66,591 00	0 00	2,695 00	122,539 00	19,218 00	17,970 00	33,017 00	19,383 00
2016 Impact Fees	209,983 00	0 00	4,950 00	210,581 00	8,570 00	30,198 00	56,096 00	57,725 00
2015 Impact Fees	137,670 00	2,928 00	3,630 00	133,352 00	20,533 00	27,116 00	50,222 00	38,526 00
2014 Impact Fees	184,592 00	17,568 00	5,830 00	235,415 00	51,436 00	48,134 00	88,431 00	51,821 00
2013 Impact Fees	317,206 00	11,712 00	6,160 00	427,429 00	31,829 00	45,110 00	82,280 00	66,179 00
* Funded by an Administrative Fee not an impact fee								
			Scheduled	73,499	42,996	205,004	134,039	455,538
¹ Debt service payments			Unpaid Balance @ 12/31/2019	624,550	225,400	466,100	92,230	1,408,280
² Oversizing payments made			Deferred principal & interest	270,444	0	1,449,632	896,953	2,617,029
			103,934 00					
			Oversizing payments due in future periods					

Development Fund

**City of Franklin
Utility Development Fund
Balance Sheet
June 30, 2020 and 2019**

<u>Assets</u>	2020	2019
Cash and investments - Water	\$ 1,010,543	\$ 766,959
Cash and investments - Sewer	1,280,460	1,124,775
Special Assessment - Water Current	60,216	101,293
Special Assessment - Water Deferred	136,365	251,036
Special Assessment - Sewer Current	143,426	191,587
Reserve for Uncollectible	(16,776)	(16,776)
Total Assets	\$ 2,614,234	\$ 2,418,874
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned Revenue	323,231	527,140
Total Fund Balance	2,291,003	1,891,734
Total Liabilities and Fund Balance	\$ 2,614,234	\$ 2,418,874

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020 and 2019**

	2020 Original Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue:				
Special Assessments				
Water	\$ 50,000	\$ 6,846	\$ 48,906	\$ 63,551
Sewer	25,000	3,917	19,488	70,898
Connection Fees				
Water	-	-	-	-
Sewer	-	-	16,402	23,700
Total Assessments & Connection Fees	75,000	10,763	84,796	158,149
Special Assessment Interest	-	-	634	-
Investment Income	18,000	9,000	10,776	21,047
Total revenue	93,000	19,763	96,206	179,196
Transfer to Capital Improvement Fund				
Water	620,000	-	-	-
Sewer	500,000	-	-	-
Total Transfers to Capital Improven	1,120,000	-	-	-
Revenue over (under) expenditures	(1,027,000)	19,763	96,206	179,196
Fund balance, beginning of year	2,030,838	2,194,797	2,194,797	1,712,538
Fund balance, end of period	\$ 1,003,838	\$ 2,214,560	\$ 2,291,003	\$ 1,891,734

City of Franklin
Sanitary Sewer Fund
Statement of Revenue, Expenditures,
and Changes in Net Assets
For the Six months ended June 30, 2020 and 2019

	2020 Amended Budget	2020 Year-to-Date Budget	Current Year-to-Date Totals	Prior Year-to-Date Totals
Operating Revenue				
Residential	\$ 2,099,400	\$ 1,048,576	\$ 1,078,890	\$ 1,031,577
Commercial	588,000	281,048	289,344	281,992
Industrial	429,000	215,555	235,409	212,253
Public Authority	172,000	83,430	81,492	82,992
Penalties/Other	37,000	11,346	5,744	10,535
Multi Family	511,200	255,600	267,234	248,078
Miscellaneous Revenue	-	-	-	5,250
Total Operating Revenue	3,836,600	1,895,555	1,958,113	1,872,677
Operating Expenditures				
Salaries and benefits	\$ 713,362	\$ 269,181	\$ 283,693	\$ 264,906
Contractual services	148,175	95,831	110,758	112,061
Supplies	84,150	42,075	23,837	26,726
Facility charges	63,100	32,790	23,845	21,897
Shared meter costs	7,000	3,500	-	-
Sewer service - MMSD	2,497,000	1,248,500	1,266,937	1,199,625
Other operating costs	27,500	14,767	8,814	9,505
Allocated expenses	126,050	63,025	66,930	64,427
Sewer improvements	195,367	90,000	90,301	76,931
Depreciation	151,600	75,800	75,600	90,000
Encumbrances	-	-	(3,684)	(4,205)
Total operating expenditures	4,013,304	1,935,469	1,947,031	1,861,873
Operating Income (Loss)	(176,704)	(39,914)	11,082	10,804
Non-Operating Revenue (Expenditures)				
Miscellaneous income	(3,500)	(1,750)	795	1,080
Property sale	2,500	-	-	-
Investment income	425,800	212,900	224,028	251,316
Interest expense	(400,800)	(200,400)	(216,106)	(231,428)
Capital expenditures	(87,424)	(10,525)	(49,238)	(27,538)
Encumbrances	-	-	49,238	27,538
Total non-operating revenue (expenditures)	(63,424)	225	8,717	20,968
Income (Loss) before Capital Contributions	(240,128)	(39,689)	19,799	31,772
Retained Earnings- Beginning	1,725,771	1,725,771	1,725,771	1,578,345
Transfer (to) from Invested in Capital Assets	116,900	58,450	60,962	(24,945)
Retained Earnings- Ending	1,602,543	1,744,532	1,806,532	1,585,172
Capital Contributions	1,000,000	500,000	-	-
Depreciation - CIAC	(2,039,000)	(1,019,500)	(1,019,520)	(1,009,050)
Transfer (to) from Retained Earnings	(116,900)	(58,450)	(60,962)	24,945
Change in Net Investment in Capital Assets	(1,155,900)	(577,950)	(1,080,482)	(984,105)
Net Investment in Capital Assets-Beginning	62,463,346	62,463,346	62,463,346	61,590,890
Net Investment in Capital Assets-Ending	61,307,446	61,885,396	61,382,864	60,606,785
Total net assets	\$ 62,909,989	\$ 63,629,928	\$ 63,189,396	\$ 62,191,957

**City of Franklin
Sanitary Sewer Fund
Statement of Cash Flows
For the Six months ended June 30, 2020 and 2019**

	<u>2020</u>	<u>2019</u>
Cash Flows from Operating Activities		
Operating income (loss)	\$ 11,082	\$ 10,804
Adjustments to reconcile operating income to net cash provided by operating activities		
Depreciation	75,600	90,000
allocated from water utility	-	-
(Increase) decrease in assets:		
Accounts receivable	(109,258)	(97,401)
Taxes receivable	118,953	108,886
Prepaid expenses	-	2,291
Increase (decrease) in liabilities		
Accounts payable	(24,357)	29,904
Total Adjustments	<u>60,938</u>	<u>133,680</u>
Net Cash Provided by Operating Activities	<u>\$ 72,020</u>	<u>\$ 144,484</u>
 Cash Flows From Capital & Related Financing Activities		
Due from MMSD & Other Governments	1,275,272	1,244,629
Due to general fund	-	-
Notes payable	(1,275,272)	(1,244,629)
Acquisition of capital assets	(14,638)	(114,945)
Investment in deferred assets/liabilities	-	-
Net Cash Provided (Used) in Capital and Financing Activities	<u>(14,638)</u>	<u>(114,945)</u>
 Cash Flows from Investing Activities		
Interest and other income	224,823	252,396
Interest expense	<u>(216,106)</u>	<u>(231,428)</u>
 Net Change in Cash and Cash Equivalents	66,099	50,507
 Cash and Cash Equivalents, beginning of period	1,529,881	1,383,225
 Cash and Cash Equivalents, end of period	<u><u>\$ 1,595,980</u></u>	<u><u>\$ 1,433,732</u></u>

**City of Franklin
Sanitary Sewer Fund
Comparative Balance Sheet
June 30, 2020 and 2019**

	<u>2020</u>	<u>2019</u>
<u>Assets</u>		
Current assets		
Cash and investments	\$ 1,595,980	\$ 1,433,732
Accounts receivable	1,088,638	1,047,180
Miscellaneous receivable	12,139	6,980
Total current assets	<u>2,696,757</u>	<u>2,487,892</u>
Non current assets:		
Due from MMSD	16,280,068	17,555,340
Sanitary Sewer plant in service		
Land	725,594	725,594
Buildings and improvements	3,308,050	3,308,050
Improvements other than buildings	81,653,509	78,754,451
Machinery and equipment	1,223,803	1,204,359
Construction in progress	95,510	95,510
	<u>87,006,466</u>	<u>84,087,964</u>
Less accumulated depreciation	<u>(25,623,602)</u>	<u>(23,481,179)</u>
Net sanitary sewer plant in service	<u>61,382,864</u>	<u>60,606,785</u>
Deferred assets		
Pension assets	<u>373,360</u>	<u>89,558</u>
Total Assets	<u><u>\$ 80,733,049</u></u>	<u><u>\$ 80,739,575</u></u>
<u>Liabilities and Net Assets</u>		
Current liabilities:		
Accounts payable	\$ 637,708	\$ 650,480
Accrued liabilities	37,255	29,109
Due to General Fund - non-interest bearing	72,035	77,143
Total current liabilities	<u>746,998</u>	<u>756,732</u>
Non current liabilities		
Accrued compensated absences	75,900	75,360
Pension liability (GASB 68)	328,016	57,415
General Obligation Notes payable - CWF	16,280,069	17,555,341
Total liabilities	<u>17,430,983</u>	<u>18,444,848</u>
Deferred inflows		
Pension liabilities	112,670	102,770
Net Assets		
Invested in capital assets, net of related debt	45,102,796	43,051,445
Restricted balances - LT receivable	16,280,068	17,555,340
Retained earnings	1,806,532	1,585,172
Total net assets	<u>63,189,396</u>	<u>62,191,957</u>
Total Liabilities and Net Assets	<u><u>\$ 80,733,049</u></u>	<u><u>\$ 80,739,575</u></u>

Franklin Municipal Water Utility
Notes to the Financial Statements
For the six months ending June 30, 2020 and 2019

Water Connection Fee

Prior to May 31, 2002, the City collected a water connection fee on new construction and connections to existing properties, to be used to fund water main construction projects. The water connection fees on hand on June 30, 2020 total \$ 1,010,544.

Water Impact Fee

Since May 31, 2002 a water impact fee on residential and commercial construction replaced the water connection fee. Water Impact Fees collected in 2020 total \$151,050. Water Impact fees on hand at June 30, 2020 total \$ 2,680,247.

Franklin Municipal Water Utility
Statement of Revenue, Expenditures
and Changes in Net Assets
For the six months ending June 30, 2020 and 2019

Account Description	Amended Budget	Year to Date Budget	Current Year to Date	Prior Year to Date
Operating Revenue				
Metered Sales-Residential	\$ 3,064,300	1,388,428	\$ 1,467,105	\$ 1,331,953
Metered Sales-Commercial	704,900	322,568	300,875	309,748
Metered Sales-Industrial	491,900	240,982	226,847	221,716
Other Sales to Public Authority	263,600	127,664	121,234	130,450
Metered Sales-Multifamily	766,700	383,350	375,422	365,157
Metered Sales-Irrigation	150,500	75,250	33,595	25,991
Total Metered Sales	5,441,900	2,538,242	2,525,078	2,385,015
Unmetered Sales	7,500	1,529	25,131	4,794
Private Fire Protection	125,000	62,304	63,528	54,059
Public Fire Protection	541,000	273,987	273,817	271,830
Forfeited Discount	54,000	16,178	8,207	15,251
Total Operating Revenue ¹	\$ 6,169,400	\$ 2,892,240	\$ 2,895,761	\$ 2,730,949
Operating Expenditures				
Operation and maintenance expense				
Source of Supply	3,044,120	1,513,801	1,516,237	1,353,026
Pumping	156,250	75,445	76,179	80,617
Water Treatment	18,300	8,114	2,881	5,290
Transmission & Distribution	443,200	192,424	139,681	132,272
Customer Accounts	52,400	25,275	30,921	28,547
Administrative and general	727,273	358,792	189,648	181,377
Total Operation and Maintenance Expenditures	4,441,543	2,173,851	1,955,547	1,781,129
Depreciation	421,900	197,888	210,900	264,600
Taxes-Property Tax Equivalent Amortization	1,075,000	565,131	537,600	525,000
GASB Employee Benefit Costs	-	-	-	21,030
GASB Employee Benefit Costs	15,000	7,500	-	-
Loss on Abandoned Property	100,000	-	-	-
Taxes-FICA	29,082	14,541	12,694	11,392
Total Operating Expenditures ²	6,082,525	2,958,911	2,716,741	2,603,151
Operating Income	\$ 86,875	\$ (66,671)	\$ 179,020	\$ 127,798
Non-Operating Revenue (Expenditures)				
Interest Income	35,000	17,500	21,133	42,547
Misc Revenue	2,000	690	-	-
Interest on LTD	(31,088)	(15,544)	(15,544)	(16,094)
Bond/Note Issuance Cost	-	-	-	-
Water Property Rent	55,000	28,442	33,482	24,993
Other Water Revenue	2,000	886	8,690	9,025
Interest on LTD	-	-	-	-
Interest-Debt to Municipality	(3,080)	(1,221)	(1,540)	(1,746)
Total non-operating revenue	59,832	30,753	46,221	58,725
Income before capital contributions	\$ 146,707	\$ (35,918)	\$ 225,241	\$ 186,523
Retained earnings - beginning	2,805,630	2,805,630	2,805,630	3,294,662
Transfer (to) from invested in capital assets	278,100	139,050	186,619	(445,840)
Retained earnings - ending	\$ 3,230,437	\$ 2,908,762	\$ 3,217,490	\$ 3,035,345
Capital contributions	1,600,000	-	-	-
Depreciation - CIAC	(849,000)	(424,500)	(424,500)	(420,750)
Transfer (to) from retained earnings	(278,100)	(139,050)	(186,619)	445,840
Change in net investment	6,933,773	5,393,024	(611,119)	25,090
Net investment in capital assets - beginning	47,409,195	47,409,195	47,409,195	42,367,393
Net investment in capital assets - ending	\$ 54,342,968	\$ 52,802,219	\$ 46,798,076	\$ 42,392,483
Total net assets	\$ 57,573,405	\$ 55,710,981	\$ 50,015,566	\$ 45,427,828

Franklin Municipal Water Utility
Comparative Balance Sheet
June 30, 2020 & 2019

Assets	2020	2019
Current Assets:		
Cash and investments	\$ 2,483,432	\$ 2,606,876
Accounts receivable	1,655,998	1,501,417
Total current assets	4,139,430	4,108,293
Utility plant in service:		
Land	162,885	162,885
Buildings and improvements	3,394,166	3,394,166
Construction in Progress	1,066,083	597,702
Improvements other than buildings	60,725,142	55,613,608
Machinery and equipment	4,623,438	4,588,062
	69,971,714	64,356,423
Less accumulated depreciation	22,059,026	20,924,322
Net utility plant in service	47,912,688	43,432,101
Deferred Assets:		
Pension Assets	430,264	102,915
Deferred Costs	-	21,029
Total deferred assets	430,264	123,944
Total Assets	\$ 52,482,382	\$ 47,664,338
Liabilities and Net Assets		
Liabilities:		
Accounts payable	\$ 16,584	\$ 156,438
Accrued liabilities	792,252	677,585
Due to City of Franklin	-	139
Advance from municipality	123,200	139,700
Pension liability	385,222	66,480
Compensated absences reserve	75,900	75,360
Bond Payable	951,682	1,005,647
	2,344,840	2,121,349
Deferred Liabilities:		
Pension & OPEB Liabilities	121,976	115,161
Total liabilities	2,466,816	2,236,510
Net Assets		
Invested in capital assets, net of related debt	46,798,076	42,392,483
Retained earnings	3,217,490	3,035,345
Total net assets	50,015,566	45,427,828
Total Liabilities and Net Assets	\$ 52,482,382	\$ 47,664,338

Franklin Municipal Water Utility
Comparative Statement of Cash Flows
For the six months ending June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash Flows from Operating Activities		
Operating income (loss)	\$ 179,020	\$ 127,798
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation & Amortization	210,900	285,630
(Increase) decrease in assets:		
Accounts receivable	(260,537)	(101,565)
Taxes receivable	161,985	173,499
Prepaid expenses	-	2,291
Increase (decrease) in liabilities:		
Accounts payable	(926,794)	(604,221)
Accrued expenses	780,000	665,700
Due to other funds	-	139
Total Adjustments	<u>(34,446)</u>	<u>421,473</u>
Net Cash Provided (Used) by Operating Activities	<u>144,574</u>	<u>549,271</u>
 Cash Flows From Capital & Related Financing Activities		
Acquisition of capital assets	(79,786)	(679,288)
Interest paid on long term debt	(15,544)	(16,094)
Principal on long term debt	<u>(55,000)</u>	<u>(55,000)</u>
Net Cash Provided (Used) in Capital and Financing Activities	<u>(150,330)</u>	<u>(750,382)</u>
 Cash Flows from Investing Activities		
Interest, property rental & other income	<u>63,305</u>	<u>76,565</u>
 Net Change in Cash and Cash Equivalents	57,549	(124,546)
Cash and Cash Equivalents, beginning of period	<u>2,425,883</u>	<u>2,731,422</u>
Cash and Cash Equivalents, end of period	<u><u>\$ 2,483,432</u></u>	<u><u>\$ 2,606,876</u></u>

City of Franklin
Self Insurance Fund - Actives
Balance Sheet
June 30, 2020 and 2019

<u>Assets</u>	2020	2019
Cash and investments	\$ 3,295,754	\$ 2,200,412
Accounts receivable	324	309
Total Assets	\$ 3,296,078	\$ 2,200,721
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 74,907	\$ 14,384
Claims payable	175,000	290,700
Unrestricted net assets	3,046,171	1,895,637
Total Liabilities and Fund Balance	\$ 3,296,078	\$ 2,200,721

City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020 and 2019

	2020 Original Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue				
Medical Premiums-City	\$ 2,648,046	\$ 1,327,835	\$ 1,224,028	\$ 1,217,154
Medical Premiums-Employee	538,440	269,439	250,093	260,853
Other - Invest Income, Rebates	165,000	82,500	130,719	69,653
Medical Revenue	<u>3,351,486</u>	<u>1,679,774</u>	<u>1,604,840</u>	<u>1,547,660</u>
Dental Premiums-City	112,000	56,233	59,811	56,018
Dental Premiums-Retirees	-	-	1,944	1,854
Dental Premiums-Employee	60,000	30,097	29,135	28,518
Dental Revenue	<u>172,000</u>	<u>86,330</u>	<u>90,890</u>	<u>86,390</u>
Total Revenue	<u>3,523,486</u>	<u>1,766,104</u>	<u>1,695,730</u>	<u>1,634,050</u>
Expenditures:				
Medical				
Medical claims	2,414,478	1,089,122	453,362	842,389
Prescription drug claims	-	-	86,891	104,654
Refunds-Stop Loss Coverage	-	-	(5,394)	22
Total Claims	<u>2,414,478</u>	<u>1,089,122</u>	<u>534,859</u>	<u>947,065</u>
Medical Claim Fees	105,677	55,454	76,849	91,863
Stop Loss Premiums	666,331	338,184	259,245	275,614
Other - Miscellaneous	112,477	35,548	11,681	4,634
HSA Contributions	237,000	118,500	180,281	-
Vitality Rewards	500,000	250,000	-	-
Transfer to Other Funds	-	-	-	94,375
Total Medical Costs	<u>4,035,963</u>	<u>1,886,808</u>	<u>1,062,915</u>	<u>1,413,551</u>
Dental				
Active Employees & COBRA	193,000	93,789	72,811	82,771
Retiree	4,900	2,907	2,354	2,259
Total Dental Costs	<u>197,900</u>	<u>96,696</u>	<u>75,165</u>	<u>85,030</u>
Claims contingency			-	-
Total Expenditures	<u>4,233,863</u>	<u>1,983,504</u>	<u>1,138,080</u>	<u>1,498,581</u>
Revenue over (under) expenditures	(710,377)	<u>\$ (217,400)</u>	557,650	135,469
Net assets, beginning of year	2,325,068		2,488,521	1,760,168
Net assets, end of period	<u>\$ 1,614,691</u>		<u>\$ 3,046,171</u>	<u>\$ 1,895,637</u>

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
June 30, 2020 and 2019

<u>Assets</u>	2020	2019
Cash and investments	\$ 152,524	\$ 127,026
Investments held in trust - Fixed Inc	2,571,504	2,168,756
Investments held in trust - Equities	3,674,373	3,866,724
Accounts receivable	23,907	32,442
Total Assets	\$ 6,422,308	\$ 6,194,948
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 15,277	\$ 2,227
Claims payable	10,000	131,100
Net assets held in trust for post emp	6,397,031	6,061,621
Total Liabilities and Fund Balance	\$ 6,422,308	\$ 6,194,948

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Six months ended June 30, 2020 and 2019

	2020	2019
	Year-to-Date	Year-to-Date
<u>Revenue</u>	<u>Actual</u>	<u>Actual</u>
ARC Medical Charges - City	\$ 132,227	\$ 139,764
Medical Charges - Retirees	102,448	115,116
Implicit Rate Subsidy	-	-
Medical Revenue	234,675	254,880
<u>Expenditures:</u>		
Retirees-Medical		
Medical claims	67,788	67,659
Prescription drug claims	51,626	60,911
Refunds-Stop Loss Coverage	-	(1,393)
Total Claims-Retirees	119,414	127,177
Medical Claim Fees	11,249	31,471
Stop Loss Premiums	35,063	40,193
Miscellaneous Expense	(195)	345
ACA Fees	127	172
Total Medical Costs-Retirees	165,658	199,358
Revenue over (under) expenditures	69,017	55,522
Annual Required Contribution-Net	65,161	80,346
Other - Investment Income, etc.	(275,907)	696,349
Total Revenues	(210,746)	776,695
Net Revenues (Expenditures)	(141,729)	832,217
Net assets, beginning of year	6,538,760	5,229,404
Net assets, end of period	\$ 6,397,031	\$ 6,061,621

**City of Franklin
Park Commission
Statement of Revenue and Expenses
For the Six months ended June 30, 2020**

	2020 Amended Budget	2020 Year-to-Date Budget	Current Year-to-Date Totals	2019 Year-to-Date Totals
General Fund Operating Revenue:				
Park & Field Reservation	<u>\$ 18,000</u>	<u>\$ 13,426</u>	<u>\$ 5,329</u>	<u>\$ 15,017</u>
General Fund Operating Expenses:				
Personal Services	\$ 119,998	\$ 59,999	\$ 79,941	\$ 53,256
Park Maintenance	50,000	21,565	23,874	10,609
Uniforms	350	6	-	-
Allocated insurance	-	-	-	2,450
Mileage	1,500	394	74	234
Utilities	14,600	6,707	4,145	3,784
Building maintenance	-	-	-	-
Total Operating Fund Expenses	<u>\$ 186,448</u>	<u>\$ 88,671</u>	<u>\$ 108,034</u>	<u>\$ 70,333</u>
Capital Outlay Fund Expenses:				
Landscaping-Park/Tree Maint	\$ -	\$ -	\$ -	\$ 2,866
Building Improvements	65,000	32,500	-	-
Park Equipment & Supplies	11,000	4,127	-	-
Total Capital Outlay Expenditures	<u>\$ 76,000</u>	<u>\$ 36,627</u>	<u>\$ -</u>	<u>\$ 2,866</u>
Development Fund Revenue:				
Impact Fee-Parks & Recreation	<u>\$ 804,000</u>	<u>\$ 367,001</u>	<u>\$ 143,284</u>	<u>\$ 169,737</u>
Development Fund Expenses:				
Reimb to Developers & Others	\$ 25,285	\$ 12,643	\$ 25,285	\$ -
Transfer to Capital Improvement Fund	621,500	64,826	49,079	-
Total Capital Improvement Expenditures	<u>646,785</u>	<u>77,469</u>	<u>74,364</u>	<u>-</u>
Capital Improvement Fund Expenses:				
General Park Development	\$ 828,000	\$ 414,000	\$ 32,439	\$ -
Kayla's Playground - Franklin Woods	250,000	125,000	-	-
Improvements - Ken Windl Park	22,618	11,309	12,666	-
Pleasant View Park - Pavilion	132,097	66,049	140,426	3,693
Pleasant View Park - Park Equipment	19,989	9,994	19,989	-
Pleasant View Park - Master Plan Update	150,000	75,000	19,900	-
Cascade Park Trail Extension	65,000	32,500	-	-
Total Capital Improvement Expenditures	<u>1,467,704</u>	<u>733,852</u>	<u>225,420</u>	<u>3,693</u>
Less Impact Fees Transfer	<u>621,500</u>	<u>64,826</u>	<u>49,079</u>	<u>-</u>
Net Expenditures (after Impact Fee contribution)	<u>\$ 846,204</u>	<u>\$ 669,026</u>	<u>\$ 176,341</u>	<u>\$ 3,693</u>

**COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS FOR CITY OF FRANKLIN
Period Ending 06/30/2020**

GL Number	LIBRARY RESTRICTED FUND	TOURISM COMMISSION FUND	FIRE DEPT GRANT FUND	ST MARTINS FAIR FUND	HEALTH DEPT GRANT FUND	OTHER GRANTS	DONATIONS FUND	CIVIC CELEBRATIONS FUND	TOTAL
REVENUES									
REAL ESTATE TAXES	-	-	-	-	-	-	-	-	-
TAXES	-	(961)	-	-	-	-	-	-	(961)
INTERGOVERNMENTAL	-	-	-	-	65,509	-	-	-	65,509
SPECIAL ASSESSMENTS	-	-	-	-	-	-	-	-	-
CHARGES FOR SERVICES	2,426	-	-	-	-	-	-	-	2,426
MISCELLANEOUS REVENUE	20,031	-	-	-	690	-	9,240	-	29,961
INVESTMENT EARNINGS	910	2,098	-	-	-	-	-	-	3,008
Total Revenues	23,367	1,137	-	-	66,199	-	9,240	-	99,942
EXPENDITURES									
PERSONAL SERVICES	-	-	-	-	26,334	-	-	-	26,334
EMPLOYEE BENEFITS	-	-	-	-	4,375	-	-	-	4,375
CONTRACTUAL SERVICES	5,902	-	-	-	15,150	-	-	3,400	24,452
SUPPLIES	17,058	25	-	-	13,336	-	3,242	1,512	35,172
SERVICES & CHARGES	3,503	2,076	-	-	11,733	-	-	2,640	19,952
FACILITY CHARGES	416	-	-	-	-	-	-	-	416
CLAIMS CONTRIB AND AWARDS	401	-	-	-	-	-	-	-	401
DEBT SERVICE	-	-	-	-	-	-	-	-	-
INTEREST	-	-	-	-	-	-	-	-	-
CONTINGENCY	-	-	-	-	-	-	-	-	-
Total Expenditures	27,281	2,100	-	-	70,928	-	3,242	7,552	111,103
Excess (deficiency) of Revenues vs Expenditures	(3,914)	(963)	-	-	(4,729)	-	5,998	(7,552)	(11,160)
OTHER FINANCING SOURCES									
FUND TRANSFERS	-	-	-	-	-	-	-	-	-
OTHER FINANCING USES									
CAPITAL OUTLAY	8,007	-	-	-	-	-	149	-	8,156
Net Change in Fund Balance	(11,921)	(963)	-	-	(4,729)	-	5,849	(7,552)	(19,316)
Fund Balance - Beginning	147,445	469,951	21,621	3,636	171,625	5,315	161,342	77,316	1,058,251
Fund Balance - Ending	135,524	468,988	21,621	3,636	166,896	5,315	167,191	69,764	1,038,935

APPROVAL	COMMON COUNCIL	MTG. DATE August 4, 2020
Reports & Recommendations	DEVELOPMENT OF A FRANKLIN POLICY TO ELIMINATE PRIVATE PROPERTY INFLOW AND INFILTRATION (PPII) FROM THE SANITARY SEWER	ITEM NO. G.20.

BACKGROUND

Franklin annually accumulates \$200,000 - \$250,000 with Milwaukee Metropolitan Sewerage District (MMSD) to spend on private property inflow and infiltration (PPII) issues. The current balance is over \$1.1 million. This fund has paid for 4 projects in the Rawson Homes area and a current investigation project in the tributary area of St. Martins Lift Station.

ANALYSIS

Under previous employment, Staff developed a PPII policy for Greencastle, Indiana that was highly effective, inexpensive to implement, and accommodating to residents. Recently, MMSD has revised policies for use of this fund that could enable Franklin to implement a policy similar to Greencastle.

Implementing a Greencastle-type policy would take special MMSD permission. Staff would like to explain the Greencastle policy to Common Council and how it could be adapted to Franklin. Common Council can provide comments that Staff can incorporate in a request to MMSD, if negotiations with MMSD are to continue.

OPTIONS

Not applicable at this time.

FISCAL NOTE

Not applicable at this time.

RECOMMENDATION

Direct Staff to work with MMSD to develop a Franklin policy to eliminate Private Property Inflow and Infiltration (PPII) from the sanitary sewer.

Engineering Department: GEM



City of Greencastle Board of Public Works and Safety

Policy Document to Reduce Inflow and Infiltration (I/I) from the Sanitary Sewage Collection and Treatment Systems

In Accordance with the Greencastle City Code, Chapter 9 "Utilities"


Adopted March 19, 2003
Effective July 1, 2003


Mayor Nancy A. Michael


Michael Neese, Sewage Superintendent


George T. Murphey, Board of Public Works


Glen E. Morrow, PE City Engineer


Susan V. Murray, Board of Public Works

City of Greencastle

City Hall
One North Locust Street
P.O. Box 607
Greencastle, Indiana 46135



March 19, 2003

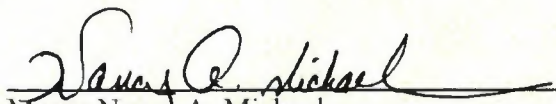
As many of you know, Greencastle has experienced many problems with our old, broken, and undersized sanitary sewer system. To comply with State and Federal mandates, our sewage utility customers had to fund a major construction project that was painful for everybody. We don't like to raise sewer rates, and we want to do everything possible to avoid more rate increases like we have experienced the past few years.

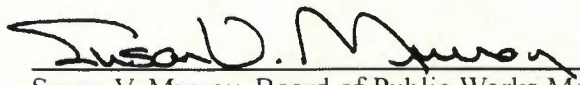
Now that we have a new treatment plant, we want to guard its capacity and push off any expansion for at least 20 to 30 years. Every gallon of clear water that we can eliminate from the collection system means we will have one more gallon for new residents and business that Greencastle needs in order to stay a special place to live and work.

We hope this policy book is helpful to the homeowner as well as the experienced plumber. Not only do we outline the procedures of this policy, we made an effort to educate the reader as to why these issues are serious problems and need to be fixed.

This is our first year to implement this program, please be patient as we work out the details. If you have any suggestions for improving this program, please let us know! We will revisit this policy within a year and revise, if necessary. Doing nothing is not an option. Our sewage customers insist that we are good stewards of our facilities.

Sincerely,


Mayor Nancy A. Michael


Susan V. Murray, Board of Public Works Member

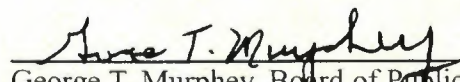

George T. Murphy, Board of Public Works Member

TABLE OF CONTENTS

	page
Letter From Mayor & Board Of Works	2
Table Of Contents	3
Introduction.....	4
Downspouts & Cleanouts	6
Sump Pumps & Grinder Pumps	9
Laterals.....	13
Certified I/I Inspector.....	18
City Services	20
Accepting Existing Sewer Systems	22
Definitions.....	23
Definitions.....	24
Certification Form For I/I Compliance	26
Request For Waiver	27
Useful Telephone Numbers	28

INTRODUCTION

The City of Greencastle is committed to reducing the amount of clear water that enters the sanitary sewer collection system. The Greencastle Board of Public Works and Safety has written this **Policy Document** to describe the programs and policies of the City to educate the property owners of their role and responsibility in eliminating clear water inflow and infiltration (I/I).



INFLOW is rainwater that may enter the sanitary sewer system directly. Inflow may also be clear water from mechanical and air conditioning units such as condensation and cooling water. Evidence of inflow sources exhibit increased sewage flow rates immediately during a storm event and ending quickly after the storm event. General examples of inflow sources are roof drains, street storm systems, and sump pumps that pump floor drains directly to the sanitary sewer collection system.

INFILTRATION is rainwater, groundwater, or springs that may enter the sanitary sewer collection system after filtering through the ground. Evidence of groundwater infiltration sources exhibit a gradual increase of sewage flow rates during a storm event and continuing several days after a storm event, if it ever stops. General examples of infiltration sources are defects in sewage pipes, sewage manhole defects, building foundation drains, and sump pumps that allow groundwater to enter the sanitary sewer collection system.



Like most municipalities, Greencastle has a combination of clear water **INFLOW AND INFILTRATION (I/I)** problems. Evidence of combined I/I is noticed at the Greencastle wastewater treatment plant (WWTP) where the sewage flow rate increases immediately during a storm event and continues at elevated conditions for several days. When flow conditions return to normal after a storm event, much of the sewage is from infiltration sources.



Elevated flows in the collection system can exceed the sewer main's capacity to get the sewage to the WWTP. When the sewer pipe capacities are exceeded, sewage may overflow at locations such as manholes, lift stations, and basements. These **overflows** and **bypasses** allow untreated sewage to bypass treatment, pollute the environment, and have the potential of human contact.

During **dry weather** conditions, a large percentage of the sewage is groundwater infiltration. That "clean" sewage must still be transported and treated at the WWTP. Even if all of the

sewage with I/I can reach the WWTP, treating the increased volumes of sewage is an operational problem. Once clear water is mixed with domestic sewage, it must all be treated.

Over the years, the City and the sewage customers have spent a lot of money to increase capacity in the collection and treatment systems. Many of these expenditures were required by federal and state agencies because of the excessive I/I problems.

It costs the City of Greencastle utility customers approximately **\$3.47** to treat 1,000 gallons of sewage at the WWTP.



To comply with regulations, \$12.3 million was spent on construction projects to build a large sewer main, pumping station, and new treatment facility. These facilities were designed to handle the current sewage flows with some community growth.

Removing I/I...

- Will help eliminate pollution to the environment.
- Will help eliminate human contact with raw sewage.
- Will help the City comply with State and Federal regulations.
- Will add capacity to the sanitary sewage collection and treatment systems.
- Will save sewage utility customers money.

Many municipalities across Indiana and the United States have been forced to eliminate I/I problems with drastic measures that are burdensome and expensive for the cities and for the sewage customers. To avoid future situations that are burdensome and expensive to the Greencastle sewage customers, The City of Greencastle is committed to reduce I/I as outlined in this Policy Document.

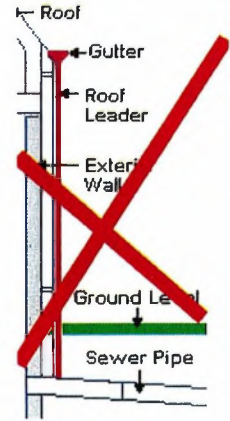
The Board of Public Works and Safety will occasionally update this Policy Document, as needed. To obtain a current version of this document, contact the Greencastle Utility Department at City Hall, or visit the website www.gogreencastle.com/City/sanitary.



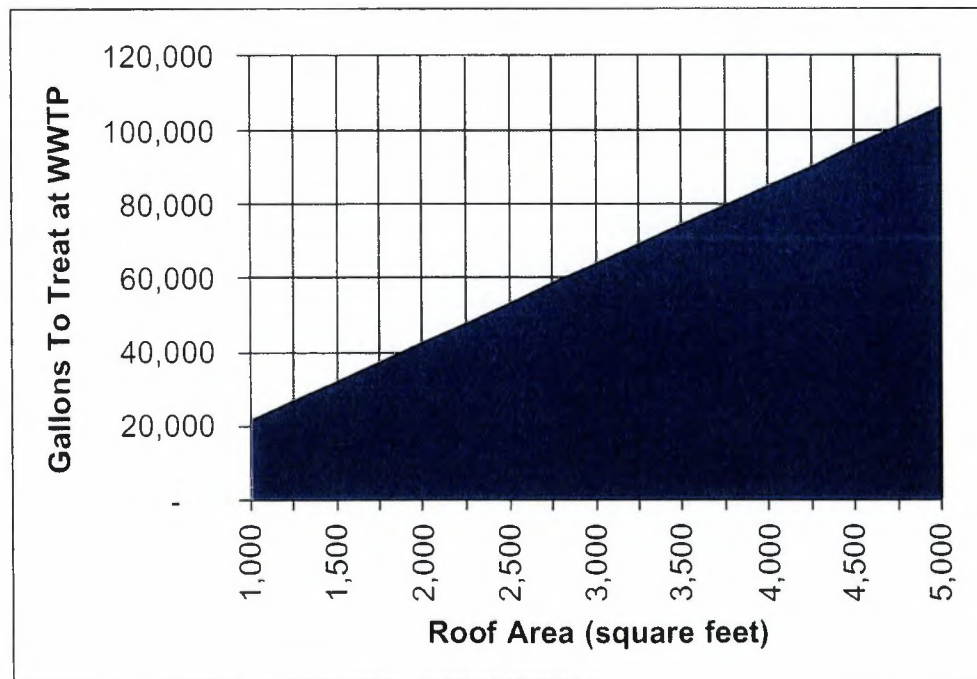
DOWNSPOUTS & CLEANOUTS

A common, inexpensive construction practice in the past was to connect downspouts to the sanitary sewer system. Also, open cleanouts have eliminated many backyard puddles. In locations where storm sewers were unavailable, this was an easy way to dispose of rainwater without having to construct a storm sewer. Often offending downspouts are not physically connected to the sanitary sewer system but are discharged to a location that is drained by a missing or defective cleanout cap.

Downspouts, or roof leaders, connected to the sanitary sewer system can be a huge source of clear water inflow. Roofs do not absorb water like soils and turfs; therefore almost 100% of rainwater that falls on a rooftop will leave the rooftop.



Since Greencastle receives an average yearly rainfall of 34-inches, a residential house with 2,000 square feet of rooftop can annually contribute over 42,000 gallons of clear water to the sewage systems each year. This equates to a yearly cost of approximately \$150 to treat rain water.



Cleanouts are locations that provide access to the sewer lateral so that plugged lines may be located and serviced without having to dig up the yard or make a mess indoors. Cleanouts are highly recommended, and are required for new construction. Unfortunately, the caps that cover the cleanouts are sometimes missing or are damaged so that rainwater may still directly enter the lateral and the sanitary sewer system.

HOW CAN THEY BE FIXED?

Fortunately, offending downspouts and cleanouts are one of the **easiest and least expensive Inflow sources to eliminate**. This is usually accomplished by capping the opening to the sanitary sewer system.

If the opening to the sewer system is a needed lateral cleanout, there are inexpensive manufactured **PVC fittings** available for this purpose. These fittings allow access to the lateral for inspection or maintenance purposes. When not needed for inspection or maintenance purposes, the cleanout cap shall be closed in a watertight position. Typically, the cap uses a screw method to achieve this watertight connection.



Often, there may be a PVC cleanout that was installed properly but **removed or damaged** at some time. The cleanout caps should be inspected to see that there are no cracks or defects that could allow surface water to enter into the lateral.

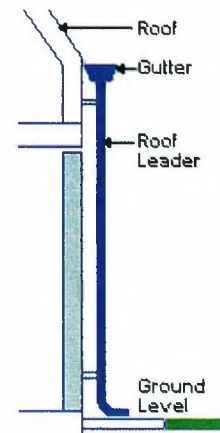
If the opening to the sewer system is not needed as a future access to the building lateral, the connection is typically closed with glue-on PVC fittings for PVC pipe openings. For non-PVC materials, other permanent methods may be used such as filling the hole with concrete, or digging around the opening and filling with concrete. Moveable and biodegradable materials such as wood and bricks are not acceptable.

CAUTIONS

If a missing or damaged cleanout cap is replaced on an open connection to the lateral, a **ponding or flooding** condition may occur. Some re-grading of the ground may be required to redirect water away from the cleanout location.

In extreme cases, a **new storm drain** may need to be installed to transport the ponding water to an acceptable location. Any storm water discharge shall not cause adverse damages to a neighboring property.

There are **laws** that address drainage disputes between private properties. To deter lawsuits and avoid liability, the property owner should redirect drainage to a natural drainage location or defined storm sewer system. If a property owner needs assistance in locating an available storm sewer system, he should contact the City Engineer. If a property owner needs assistance in designing an adequate storm sewer system, he should hire a licensed professional engineer.



HOW CAN THEY BE INSPECTED?

The City may use a variety of methods to locate offending downspouts and cleanouts. The most common methods are **smoke testing** and **dye testing**. City personnel have the right to enter private yards to verify that there are no illegal stormwater connections to the sanitary sewer system.

CERTIFICATION

Residential roof drains and cleanouts are two items required to be certified as “N/A” or “Sufficient” prior to **issuance of a water account**.

Commercial roof drains and cleanouts must be certified as “N/A” or “Sufficient” prior to **July 2005**.

A certification of “N/A” indicates that there are no roof drains or cleanouts on the property.

“Sufficient” indicates that there are roof drains and/or cleanouts on the property and that there is no potential for clear water discharges to the sanitary sewer system.



WAIVERS?

No waivers shall be granted by the City to allow any I/I to enter the sanitary sewer system from downspouts, open cleanouts, or defective cleanouts. These items can be fixed for as little as the cost of a PVC cleanout cap.

BOARD OF PUBLIC WORKS AND SAFETY POSITION

All downspouts **shall be disconnected** from the sanitary sewer system. All cleanouts or other openings **shall be closed** to prevent I/I from entering the sanitary sewer system.

CITY ORDINANCES

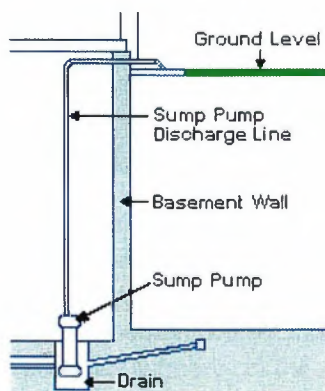
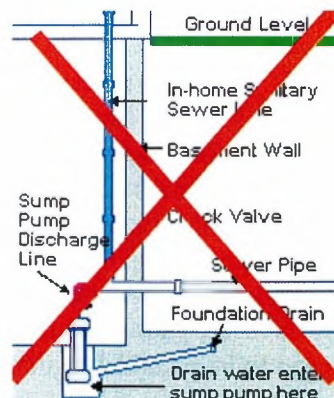
The **City Ordinances** specify procedures for fines and penalties if a property owner is discovered to have a roof drain, defective cleanout cap, missing cleanout cap, or other open connection to the sanitary sewer system.



SUMP PUMPS & GRINDER PUMPS

Many homes have sump pumps located in crawl spaces and basement areas. Greencastle is blessed with an abundance of natural springs and a high groundwater table that require the installation of sump pumps for certain locations. If it weren't for **sump pumps** to pump clear water from various locations, many locations would experience damage to furnaces, water heaters, electrical panels, etc. and some locations would develop health concerns such as mold, fungus, and mildew.

Sump pumps are different than grinder pumps. **Grinder pumps**, or **Ejector Pumps**, are intended for the discharge of domestic sewage from low spots to higher sewage pipes. Grinder pumps chop or shred solids so that the sewage may pump through small diameter pipes. Unfortunately, some grinder pumps pump domestic sewage, as well as clear water I/I to the sanitary sewer system.



The City does not intend to eliminate the use of **sump pumps or grinder pumps**. We only wish to prevent the sump pump discharges from entering the sanitary sewer system. In the past, many builders and homeowners found the sanitary sewer a convenient location to discharge the sump pump clear water.

Many sump pumps can easily discharge 20 gallons per minute. During wet conditions, those same sump pumps may operate almost continuously and could potentially discharge **28,800 gallons per day** of clear water I/I into the sanitary sewer system. This equates to a **daily cost of \$99.94** to treat the groundwater.

During moderately-damp conditions when sump pumps do not run continuously, it still does not take very many sump pumps to **overload the capacity** of the sanitary sewer mains.

HOW CAN SUMP PUMPS BE FIXED?

Fixing the offending Sump Pumps can be **difficult**. The reason why the sump pumps were connected the way they were is probably because other alternatives were more costly when they were installed.

#1

The first question the property owner needs to answer is "Is the sump pump **necessary**?" Some sump pumps were installed as a precaution against a fear that was nonexistent. Some sump pumps are protecting areas against flooding that would not be damaged or impaired if the area were to flood.

If the sump pump is not necessary and the property owner decides to disconnect it, then the sump pump and corresponding piping, valves, electrical outlets, etc. needs to be removed such that reconnection is difficult.

#2

If it is necessary to keep the sump pump for various reasons, then new valves, pipes, fittings, etc, may need to be installed to **redirect the sump pump discharge** to a location where it will not enter into the sanitary sewer system. These permissible locations may be a natural drainage location or defined storm sewer system. Also, you might discuss with the City Engineer or Street Commissioner if the curb and gutter portion of the street is an acceptable discharge location.

If the sump pump discharge is redirected, then all of the new valves, pipes, fittings, etc, need to be installed so that **reversal** of the discharge back to the sanitary sewer is **difficult**.

??

Often it is difficult to tell if a sump pump discharges to the sanitary or to the storm sewer systems. In those cases, **liquid dye** should be used to mix with water and have the sump pump operate. All of the adjacent storm and sanitary sewers should be inspected to discover where the dyed water appears. No dye from sump pumps should be found in the sanitary sewer system.



CAUTION

Again, the property owner needs to be cautioned that there are **laws** that address drainage disputes between private properties. To deter lawsuits and avoid liability, the property owner should redirect drainage to a natural drainage location or defined storm sewer system. If a property owner needs assistance in locating an available storm sewer system, he should contact the City Engineer. If a property owner needs assistance in designing an adequate storm sewer system, he should hire a licensed professional engineer.

HOW CAN GRINDER PUMPS BE FIXED?

Fixing the offending Grinder Pumps is often **more difficult** than fixing sump pumps.

#1

Similar to the sump pump issue, the first question the property owner needs to answer is "Does the grinder pump need to accept flows from the clear water sources?" Bringing a grinder pump into compliance may be as **easy as permanently plugging or redirecting** an outside floor drain. If all clear water sources can be eliminated from draining to the grinder pump, the grinder pump may continue to discharge domestic waste into the sanitary sewer system.

#2

If clear water cannot be easily eliminated from the grinder pump, extensive **indoor plumbing may be necessary**. The only option may be that a sump pump is needed for the clear water sources.



Like the sump pumps, it may be necessary to **pump liquid dye** through the grinder pump to see where it discharges. Pumping domestic waste to a storm sewer system is direct pollution of the environment and the domestic sewage must be redirected to the sanitary sewer.

CAUTIONS

When working with pumping systems (both sump and grinder), one should examine the **pumping characteristics** of the pump. As a discharge pipe increases in length, decreases in diameter, or increases in vertical lift, the pump will not pump as quickly and may not operate at all. This problem may result in a situation that will cause flooding. Only a person familiar with the pump characteristics should make a calculated decision about altering pump discharge.

It is highly recommended, and sometimes necessary for pumps to be installed with a **check valve**. Check valves prevent water from draining to the pump from the discharge line.

Also remember that pumps are electrical machines that may require the involvement of a **qualified electrician**.



INSPECTIONS

The only accurate way to inspect sump pump and grinder pump conformance is by using **liquid dye**. Smoke testing is ineffective because of check valves or other pipes that have trapped water.

DO NOT ATTEMPT TO REMOVE MANHOLE LIDS OR ENTER A SEWER MANHOLE WITHOUT CITY ASSISTANCE. Manholes are confined spaces with **deadly gasses**. Please contact the Sewer Department for assistance when working around the sanitary sewer collection system.



CERTIFICATIONS

Sump Pumps and Grinder Pumps may be **certified as "N/A"** on the Certification Form if there are no sump pumps or grinder pumps present.

They may be **certified as "Sufficient"** if the pumps exist and do not contribute clear water to the sanitary sewer system, and do not discharge domestic sewage to places other than the sanitary sewer system. Also, all "dirty" water from clothes washers, dish sinks, etc, must be discharged to a sanitary sewer.

WAIVERS

If a sump or grinder pump does exist, and it is not practical to bring the pump system(s) into compliance, then it should be **certified as "Needs Waiver"** and **written documentation** must be supplied for a City consideration of a waiver.

The City will consider a **waiver** if there is not an appropriate place to discharge clear water. Any waiver will stipulate that the property owner will connect to an appropriate storm sewer system, when such a system is constructed. This waiver will also be signed by the property owner, notarized, and recorded at the Putnam County Courthouse.

No waivers will be considered for **new construction**.



BOARD OF PUBLIC WORKS AND SAFETY POSITION

Property Owners who want to **appeal** the City's initial denial of a waiver must appear before the Board of Public Works and Safety. The Board will consider the discharge locations and other considerations that would be considered detrimental to the neighborhood.

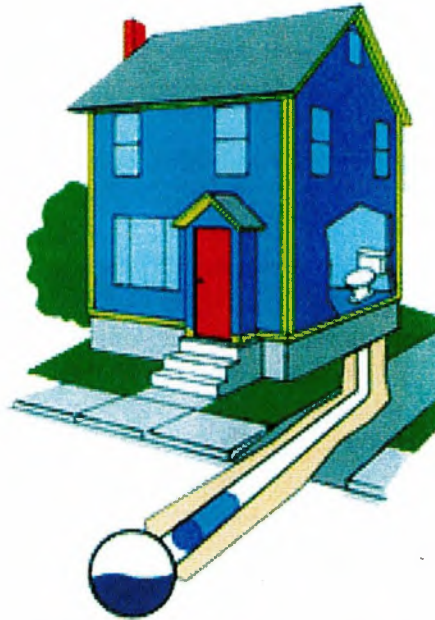
CITY ORDINANCES

The **City Ordinances** specify procedures for fines and penalties if a property owner is discovered to have a sump pump or grinder pump discharging clear water into the sanitary sewer system.

LATERALS

Laterals are typically 4 or 6-inch diameter sewer pipes that transport the domestic sewage from the building to the sewer main. In Greencastle, the Property Owner is responsible for the lateral to the point of, and including the connection to the sewer main.

In most circumstances, these laterals were installed in an acceptable manner, with state of the art materials. Over time, the lateral pipe often cracks, disintegrates, or separates at joints to allow groundwater to infiltrate into the sanitary sewer system. If the lateral is in the vicinity of a spring, the lateral may contribute a significant amount of I/I.



Defective laterals may also be a significant concern for the property owner. When water can infiltrate into the sanitary sewer system, soil particles can also migrate into the pipe and leave a subsurface void. These voids can cause sidewalks and patios to collapse. These voids also create “**sink holes**” that are tripping hazards. Some residents have a “perpetual sinkhole” where they continually add fill dirt, when in fact they have a defective lateral.

Even if the defective lateral is not creating visible voids, the defects are often a way for **tree roots** to enter and clog the pipe. Tree roots thrive in the nutrient rich sewage environment and are often the cause of sewage backups into buildings.

HOW CAN THEY BE FIXED?

Typically, the only **economical way to fix a defective lateral** is to dig up and replace the old lateral. The new lateral should be constructed with new PVC pipe meeting the City of Greencastle’s specifications. The pipe should have stone bedding to protect the new pipe from surface loading.

A PVC capped **cleanout** should be installed within 3-feet of the building, at all sharp bends, and again at the City ROW line. Cleanouts are helpful in 1) locating the lateral and 2) allowing access to the lateral for cleaning purposes.

The Greencastle Sewage Department inspects all lateral construction to verify proper construction and to document the location of the laterals so that future property owners may have a record of the lateral location. In many locations (not all), the Sewage department has **records of the existing lateral** location. This information is often helpful for property owners looking for their lateral. This information might explain why the corner of a concrete patio has collapsed.

CAUTIONS

Before digging up the old lateral, persons are strongly encouraged to contact Indiana's **Holey Moley** utility location service (telephone 1-800-382-5544). If this service is not utilized, the person digging the ditch is automatically **responsible for any damages** to the gas, electric, telephone, cable, etc. utility. In addition to the Holey Moley member utilities, there are local utilities that should be contacted for locations, such as the City Water and Sewer Departments.

Most of the sewer mains are located within the public right-of-way (ROW). The City does require a **permit** to dig or perform construction within the ROW.

INDIANA UNDERGROUND

Call At Least
2 Full Working
Days Before You
Dig



INSPECTIONS

The most obvious ways to identify a defective lateral are by looking for the effects of a defective lateral. When **walking the area** over the lateral, one should look for voids, sunken sidewalks, or other settlement problems.

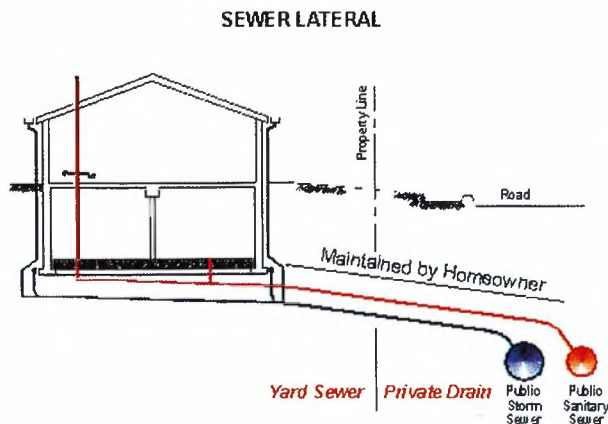
PLANT PROTECTION SERVICE

Sewage backups caused by roots are an indication that there are significant defects within the sewer system. The sewage department can verify with closed circuit television (CCTV) cameras that the sewer system is clear of roots in the public sewer main.

It is also possible to locate some lateral defects by **smoke testing**. This is best done during dry ground conditions. By blowing smoke into the sewer system with high capacity blowers, smoke can go through the cracks and up through the ground. This procedure is not recommended for inexperienced persons and without the assistance from the City. When smoke testing is performed, the City makes several precautions and notifications to prevent the smoke from causing damage and unnecessary alarm.

CERTIFICATIONS

Laterals may be **certified as "Sufficient"** if all apparent evidence indicates that the lateral pipe is in good shape and not a significant contributor of I/I.



If there are known problems, or if there is evidence that indicates that the lateral is in poor shape, the lateral should be **certified as "Needs Waiver."** For a lateral that needs a waiver, written documentation should be provided that indicates the extent and knowledge that the lateral is in poor shape.

WAIVERS

For existing buildings with no construction activity, the City will **grant waivers** if there are no visible sinkholes that collect and dispose of surface water. However, if there is any building construction involving excavation occurring on the site, the City will require that the lateral be replaced. This waiver will also be signed by the property owner, notarized, and recorded at the Putnam County Courthouse.

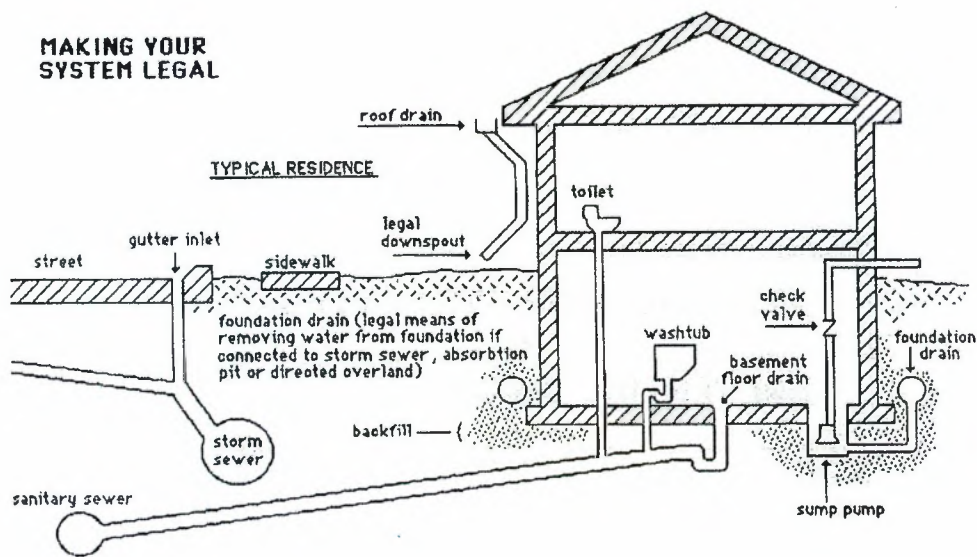
No waivers **will be considered for** new construction.

BOARD OF PUBLIC WORKS AND SAFETY POSITION

Property Owners who want to **appeal** the City's initial denial of a waiver must appear before the Board of Public Works and Safety. The Board will consider extreme economic hardships and other considerations that make the efforts to rehabilitate the lateral unreasonable.

CITY ORDINANCES

The **City Ordinances** specify procedures for fines and penalties if a property owner does not properly address defective laterals.



PROGRAM PROCEDURES

The **goal** of this program is to ultimately reduce the amount of I/I as much as practical. Some Cities have been required to achieve this goal by strict regulations with defined deadlines for compliance. Indiana Department of Environmental Management has allowed the City of Greencastle to achieve this goal with some flexibility.

The Greencastle **Board of Public Works and Safety** has decided to implement this program in such a way that the City will be the least intrusive to private property owners, but will still be **effective**.

The City does not charge the property owner any fees for this program. The private Certified I/I Inspectors may charge for their I/I inspection services.

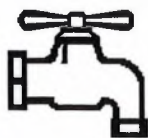
It is up to each property owner to **locate a Certified I/I Inspector**. The City keeps a list of current Certified I/I Inspectors. The City will not recommend any inspector more or less than any of the other inspectors. We do recommend that the property owner interview inspectors and ask for references.



If there are deficiencies that need to be fixed, then the property owner should determine how to fix them. For the public benefit, the City will keep a current **list of contractors** who wish to be considered for private I/I removal projects. THERE IS NO CERTIFICATION OR OTHER REQUIREMENT TO BE PLACED ON THIS LIST. ANY contractor that asks the City to be on this list will be added to the list. It is

the responsibility of the property owner to solicit and interview appropriate contractors. The City recommends that the property Owner meet with and obtain at least two different quotes from contractors.

This list will not limit the Property Owner's choices, but is intended to provide a list of contractors who think that they can help. The list will designate which contractors are Certified I/I inspectors and may have a better insight on the goals and policies of this program.



For all **residential properties** (see definitions), the certification of compliance shall occur before a new water account is established at the Greencastle Water Utility Office, located at City Hall, 1 North Locust Street.

For all **commercial or industrial properties** (see definitions), the certification of compliance shall occur within two (2) years, or by July 2005. The City Ordinances specify penalties for not complying within the specified time.



For **new construction**, **no waivers** will be granted.

For any construction project requiring a building permit, the **City Building Commissioner** has the authority to act as a Certified I/I inspector and can perform this inspection for no additional fees.

When a property is given a certification with all “N/A” or “**Sufficient**” **designations**, and no “Needs Waiver” designations, then the certification shall be kept on file at the Utility Office and be valid for five (5) years. If during that five year period of time, the property is sold, rented, or leased to another person that needs to have the name on the water account transferred, then the property does not need another certification. If such a transaction occurs after that five year period, then a new certification is required.

On behalf of the City, the Sanitary Sewer Superintendent must **approve any waivers**.

If the City grants a waiver, then the property owner must sign the waiver and a copy will be recorded with the deed at the Putnam County Courthouse. If the property is sold, a title search will indicate that the waiver was granted.

If the Sanitary Sewer Superintendent **denies a waiver**, then the property owner may appeal the decision at a regularly scheduled Board of Public Works and Safety meeting. The property Owner must contact the City Clerk Treasurer to be placed on the agenda.



CERTIFIED I/I INSPECTOR

The **purpose** of this independent certification program is to facilitate the removal of I/I from the sanitary sewer collection system. The City does not have an adequate staff to oversee removal projects in every household and place of business. This Certified I/I



Inspector Program allows experienced plumbers and home inspectors to discuss realistic options given the site-specific conditions.

The net result will give the property owners the **best advice** while ensuring the City that the property is complying with the I/I reduction program.

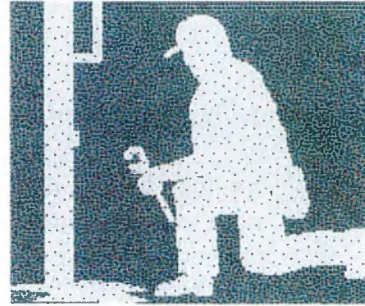
The City of Greencastle **cannot and will not assume liability** from any private property damage as a result of efforts to comply with the I/I reduction program. The City highly recommends that the Certified I/I Inspectors have adequate **liability insurance** to protect themselves from lawsuits resulting from their advice and recommendations.

The **REQUIREMENTS** to be a Greencastle Certified I/I Inspector are as follows:

- **Attend annual certification / re-certification seminars.** The City will conduct annual seminars to certify and re-certify I/I Inspectors. This gives the City the opportunity to fully explain the program and any new changes that need to be emphasized. If needed, the City will conduct additional seminars.
- **Stay in good standing with the City.** There is a level of trust between the City and the Certified I/I Inspector. There is also an expectation level between a property owner and the Certified I/I Inspector. To remain independent of property, Certified I/I Inspectors shall have no direct nor indirect interest in the property or buildings. This includes relation to, or employee of the property owner or tenant. We need to protect the integrity of this program and prevent the temptation to give a sufficient certification in order to avoid expense.
- **Do this as part of your normal business operation.** The City does not require that you be a licensed plumber, licensed home inspector, or other certified professional.

- **Pay all fees.** To implement this program, each Certification or Re-certification will cost \$50 for the year 2003, and \$100.00 for each year thereafter. Checks shall be made out to the City of Greencastle Sewage Department. This fee will allow the city to recoup the costs of the program such as printing of this Policy Document and conducting the Certification / Re-Certification seminars. There are no fees for the property owners. All fees are to be paid by the Certified I/I Inspector and are non-refundable.

Penalties: If the City discovers that a Certified I/I Inspector is certifying false information, or not implementing the program in the accordance with this Policy and City Ordinances, the City will revoke the Certification up to two (2) years. Depending on the circumstances, the City also reserves the right to reverse any and all certifications issued by that person. The City also reserves the right to extend penalties to other individuals within the same company, and to pursue all legal remedies available.



Fines: In addition to the described penalties, the City Ordinance addresses fines that may be imposed on the Certified I/I Inspector and the property owners.

CITY SERVICES

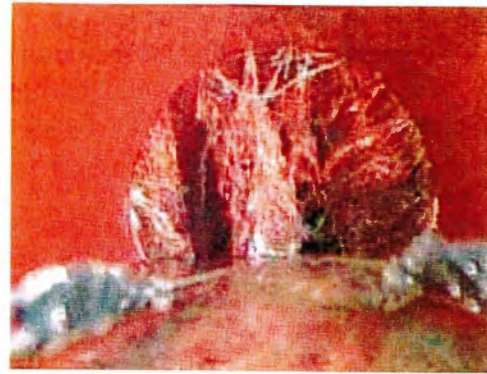
As a service to the property owners, the City pledges to do the following:

- **Administer the Board of Public Works and Safety I/I Reduction Policy** to help achieve the goal of reducing I/I from private sources.
- **Keep a current list of Certified I/I Inspectors** available for review by the public. This list may be obtained at the Utility Office- City Hall One North Locust Street, or may be viewed on the Sewage Department's website www.gogreencastle.com/city/sanitary.
- **Keep a current list of contractors** who wish to be considered for private I/I removal projects. THERE IS NO CERTIFICATION OR OTHER REQUIREMENT TO BE PLACED ON THIS LIST. ANY contractor that asks the City to be on this list will be added to the list. The list will designate which contractors have current I/I inspection certifications. It is the responsibility of the property owner to solicit and interview appropriate contractors. This list will not limit the Property Owner's choices, but is intended to provide a list of contractors who think that they can help.
- **Keep Archives of plans and Sewer Tap Permits.** Information on all existing sewer mains and laterals do not exist. However, the City is making efforts to find all information that does exist, and keep the information in such a format that will be available to the public, as needed.
- **Building Commissioner.** The City Building Commissioner will maintain status as a Certified I/I Inspector and have the ability to fill out the necessary forms. There is no cost to this certification if it is in conjunction with a building permit inspection.
- **Advisory Assistance.** The City is available for assistance to help interpret the Policy and discuss if waivers are applicable. Because of the large number of properties that are affected, the City cannot commit a large number of hours to advisory assistance.
- **Manhole Inspection.** If there is a need to look in the sanitary sewer system, please do not do so without the assistance of the Sewer Department. The sewer system has many gasses and odors that may be deadly. Our experienced



personnel will help you remove manhole lids and look for dyed water, or anything else as needed.

- **CCTV Inspection.** If there is a valid concern about the condition of the sewer main, the Sewer Department will use a closed circuit television (CCTV) camera and truck to inspect the sewer main from the inside. If any problems such as roots or collapsed pipes are discovered, the City will properly address the situation.



- **Maintain the Collection System.** The City has programs in operation to identify and eliminate excessive I/I within the City's sanitary sewer collection system. Just like the property owners, the City makes every effort to fix problems when they are discovered.
- **Track Waivers.** The City will track waivers to help determine which sections of the City might benefit from new storm sewers or other public works projects.
- **Educate Realtors, Lenders, Plumbers, and Home Inspectors.** The City will make efforts to contact the relevant professions and inform them of this policy. A large part of this service is to conduct Certified I/I Inspector seminars.



ACCEPTING EXISTING SEWER SYSTEMS

Design and Construction of new sanitary sewer systems shall conform to the Greencastle Standard Specifications and Construction Details. Those standards were established and developed to protect the integrity of the sewer system and eliminate I/I sources.

There are private systems that contribute sewage flows to the City's public sewer system. It has been the policy of the Board of Public Works and Safety to periodically inspect those private systems and see if any excess I/I is present. If excessive I/I is found, the City reserves the right to do any or all of the following:

- Require that the property owner fix the problem location(s)
- Restrict the ability of the property owners to obtain building permits.
- Fix the problem area(s) and file a lien against the property(s) to recoup the expenses.
- Fix the problem area(s) and charge the affected property(s) a surcharge on the sewer utility bills to recoup the expenses.
- File a lawsuit against the property owner(s) to fix the problem
- Pursue any fines and other legal remedies available due to the property owner's non-compliance.

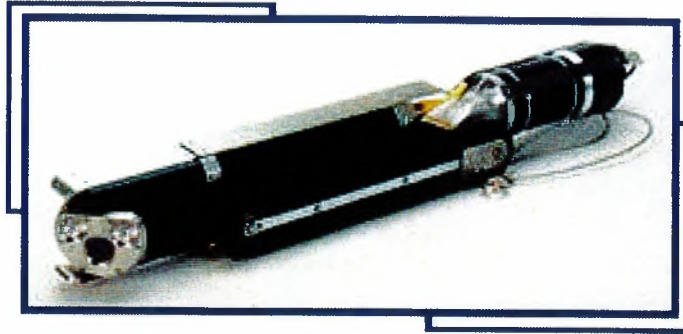
Sometimes, the City is requested to adopt existing sewer systems. This adoption may be a result of annexation, or other dedications. Because the systems are in use, it is not practical to air test, mandrel test, or vacuum test the system. The city must require that excessive I/I sources be eliminated before all of the utility customers are requested to adopt expensive construction projects.

The Board of Public Works and Safety decision to adopt an existing sewer system will consider some or all of the following actions:

- CCTV inspect the entire system and identify any visible defects.
- Perform flow monitoring to identify clear water
- Smoke testing
- Dye Testing
- Visual observation



- Lift station evaluation
- Manhole(s) inspection
- Other actions as deemed necessary by Sewer Superintendent and City Engineer.



DEFINITIONS

Cleanout and Cleanout Caps: locations that provide access to the sewer lateral. These locations shall have water tight, manufactured cleanout caps that may be removed for inspection and maintenance purposes, but shall normally remain closed.

Collection system: a system of sewer pipes designed to collect sewage from many properties and transported to the WWTP. The pipes are typically larger than 8-inch diameter and are owned and operated by the City.

Commercial: a place of business, industry or all other properties that do not conform to the "residential" definition in this Policy.

Domestic Sewage: wastewater generated by households, businesses, or industries before it is mixed with I/I. Also known as raw sewage.

Downspouts: a method that allows water from a building rooftop to discharge to the ground, storm sewer, or sanitary sewer. Sanitary sewer connections shall be eliminated. Also commonly known as roof drains, house gutters, and roof leaders.

Dye testing: Liquid dye is added to water, flushed, drained and/or pumped to verify where the water is normally flushed, drained and/or pumped.

Grinder Pumps: a pump within a structure intended to pump domestic sewage from a low point to a high point. These shall be discharged to the sanitary sewer and not to a storm sewer system.

House Gutters: see "Downspouts" definition

Industrial: a place of business, industry or all other properties that do not conform to the "residential" definition in this Policy.

Inflow and Infiltration: see "Introduction" section of this policy.

I/I: pronounced "eye and eye," an abbreviation for Inflow and Infiltration.

Lateral: a pipe that connects a building sewer system to a sanitary sewer main. Also known as a service line.

Lift Station: a large manhole in the sanitary sewer collection system with large pumps installed to pump the sanitary sewer to another location closer to the WWTP

Manholes: large structures within the collection system where sewer pipes typically change directions. Manholes have manhole castings, or "lids" that may provide an overflow point when the sewage system surcharges.

Poly vinyl chloride (PVC): a rigid plastic-type material used to make modern plumbing pipes and fittings. PVC is preferable over older materials because of watertight joint connections and long-lasting dependable characteristics.

Rental: a rental property may be considered as a residential or commercial property depending on how/if the residential units are required to set up a water utility account.

Residential: any property with living units where each unit is responsible for a separate City of Greencastle water utility account.

Right-of-way (ROW): this land is typically the street, sidewalk, and other property that the City has authority and rights for public use.

Roof Drains: see "Downspouts" definition

Roof Leaders: see "Downspouts" definition

Sanitary Sewer: a general term to refer to the sewer system intended to transport domestic sewage from individual properties to the WWTP. The sanitary sewer may include laterals, collection system, manholes, lift stations, and the WWTP.

Service Line: see "Lateral" definition

Sewer Mains: sanitary sewer pipes that transport sewage from multiple homes to the treatment plant.

Smoke testing: a method to test if different locations, structures, and/or pipes are physically connected. See "Smoke Testing" section of this Policy.

Storm Sewer: a system intended to convey clear water to a natural drainage way. These systems may include street curb and gutters, storm pipes, sump pump discharge lines, ditches, swales, and creeks. The storm sewers shall not be connected to a sanitary sewer system.



Sump Pump: a pump within a structure intended to pump clear water from a low point to a high point. These shall not be discharged to the sanitary sewer.

Sewage: a general term for domestic sewage, or combination of domestic sewage and I/I.

Wastewater Treatment Plant WWTP: also known as sewage plant, and wastewater treatment facility (WWTF).

CERTIFICATION FORM FOR I/I COMPLIANCE

(This form is to be filled out only by a Greencastle Certified I/I Inspector. This form may be photocopied as needed)

Property Address: _____

Property Owner: _____

- Residential. Residential Properties must be certified before a permanent water account is established or transferred.
- Commercial. Commercial Properties must be certified prior to July 31, 2005.

"N/A" indicates that the property does not have any item within that category to inspect.

"Sufficient" indicates that the property does have items within that category and are found to be in accordance with the Greencastle I/I Policy.

"Needs Waiver" indicates that the property does have items within that category that do not comply with the intent to remove I/I from the sanitary sewer system. Supporting written documentation must be attached to this certification to justify why the City should consider granting a waiver.

Category	N/A ✓	Sufficient ✓	Needs A Waiver ✓
Downspouts			
Cleanouts			
Sump Pumps			
Grinder Pumps			
Laterals			

I/I Inspector Certification:

With the exception of the items indicated in need of a waiver, I hereby certify that the referenced property fully complies with the rules, regulations, and intent of the City of Greencastle Board of Public Works and Safety Policy Document to Reduce Inflow and Infiltration (I/I) from the Sanitary Sewage Collection and Treatment Systems. Any item indicated in need of a waiver has supporting written documentation attached for City's consideration. I also certify that I am not affiliated with the owners of the said property.

Signature _____

Printed Name _____

Certified I/I Inspector Number _____

Company _____

Date of Certification _____

Concerns in the area that the City should investigate:

REQUEST FOR WAIVER

(This form is to only be filled out by a Greencastle Certified I/I Inspector and attached to the Certification of I/I compliance. This form may be photocopied as needed)

Property Address: _____

Property Owner: _____

This waiver is intended for the following category.

Sump Pumps

Grinder Pumps

Laterals

Reasons for waiver:

(Check one)

Waiver Approved:

Waiver Denied:

Sewer Superintendent Signature _____

Date of Waiver Review _____

Superintendent Comments:

USEFUL TELEPHONE NUMBERS

If there are any questions concerning this policy, please do not hesitate to call any of the following persons:

Sewer Superintendent, Mike Neese(765) 653-3394

Mike is responsible to oversee the program and grant waivers. He also has old lateral records that are often useful in locating existing laterals.

Sewage Utility Office Chief Clerk, Madonna Gose(765) 653-6830

Madonna is responsible for distributing the I/I Reduction Policy books. She may also be contacted for obtaining lists of current Certified I/I Inspectors and I/I contractors.

Street Commissioner, Thomas Miles.....(765) 653-3391

Thomas is responsible for all construction activity within the public right-of-way.

City Engineer, Glen Morrow, PE.....(765) 653-0445

Glen can help make a determination as to acceptable storm sewer systems.

Clerk Treasurer, Pamm Jones(765) 653-9211

Pamm is responsible for placing persons or items on the Board of Public Works and Safety Agenda.

Mayor Nancy Michael.....(765) 653-3100

The Mayor is responsible for overseeing the general business of the City.

Acknowledgements

The City of Greencastle would like to thank, acknowledge, and credit the following entities for contributing material to this document:

- Boston (Massachusetts) Water and Sewer Commission: www.bwsc.org
- Hamilton (Ontario) Water and Wastewater Division:
www.city.hamilton.on.ca/CityDepartments/toe/waste_water/collection.htm
- Indiana Underground Plant Protection Service www.iupps.org
- Sheboygan (Wisconsin) Department of Public Works
<http://ci.sheboygan.wi.us/MSB/sewer.html>
- Sump Pump Information: www.sump-pump-info.com
- Wichita (Kansas) Water and Sewer Department: [www.wichita.gov/Water Sewer](http://www.wichita.gov/Water_Sewer)
- WinCan America Inc: www.wincanamerica.com

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 4, 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.21.</i>

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.

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

*rough redraft 7/30/20 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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Style Definition: List Number A

Style Definition: Envelope Address

Style Definition: HIDDEN

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Style Definition: List Number 3, ln3

Style Definition: List Number 4, ln4

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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 _____ for the Project, and of which this Agreement and its terms and conditions are a condition thereof (the "Plans and Specifications"), on or before ~~20~~ ~~December 31, 2030~~ (the "Completion Date"). Copies of the Plans and Specifications will be retained at the offices of the City Economic Development Department. The Project shall be deemed to be substantially complete on the date that the City Building Inspector issues a certificate of occupancy for the Project, which certificate may be subject to completion of landscaping and similar seasonal items and other non-material corrective actions. The City Building Inspector shall not issue the certificate of occupancy if the Project does not conform to the Plans and Specifications, subject to any changes to the Plans and Specifications that may have been approved by the City.

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B To the extent any improvements that will be dedicated to the public are included within the scope of work for the Project (the "Public Improvements"), Developer will complete the installation of the Public Improvements in accordance with City specifications, including the execution of a City standard form development agreement where applicable terms thereof are not specifically set forth in this Agreement, and will dedicate same to the City in accordance with City inspection and acceptance procedures. ~~If required by applicable law, Developer agrees to comply with public bidding requirements under the Wisconsin Statutes for all work involving improvements to public rights-of-way or public property or that constitutes public improvement 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 are in the aggregate equal to or in excess of \$15,000,000 00, if upon the review and reasonable determination thereof by the City Assessor that the real estate property tax assessment value is less than \$15,000,000 00, the grant amount shall be reduced by 20% or \$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 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 \$150,000.00~~ (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 \$150,000.00 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 ~~not be paid unless and until, the total tax assessment valuation thereof is required by~~ ~~turning it unavailable at the time of issuance of occupancy permit for Lot 3 and be reduced by~~ such percentage of reduction for the Property totals \$22,500,000 on or before the Completion Date.

ARTICLE III PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES

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

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

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Commented [A5]: The last payment will be up to a maximum of \$750,000. The final payment amount will be set by the accounting of the actual construction cost provided to the city at the conclusion and acceptance of the public infrastructure.

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lien against property pursuant to Wis Stat § 70.01, and shall also be otherwise collectible as are delinquent special charges pursuant to Wis Stat § 66.0627, and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law. If the Developer or any successor Developer then owner fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special assessment or special charge against the exempt portion of the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special assessment or special charge are hereby waived by Developer. Notwithstanding and in addition to the levying of such special assessment or special charge, the payment obligation under this Article shall be the personal obligation of the person or entity that is the Developer and/or then owner successors and assigns of the exempt portion of the Property at the time that any portion of the Property becomes exempt from ad valorem taxes. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon all Developers and/or the then owners successors and assigns of any the exempt portion of the Property for the duration of the PILOT Term. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all successor Developers and/or of the 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

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

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

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

If to the Developer

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

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With a Copy to

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

Attention Brian R. Zimmerman
Facsimile No

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ARTICLE VII DEFAULT

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

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

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

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

4 Developer

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

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

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

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

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

(f) shall cease to exist

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

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

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

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

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

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

ARTICLE VIII MISCELLANEOUS

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

B. Developer, or the then owners of the Property, shall maintain the following insurance policies issued by insurers licensed in the State of Wisconsin, with Best's A ratings ratings and in the financial size category as insurers reasonably requested by the City (provided that a Best's Rating of similar projects with such policies 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 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~~ to the extent caused by their own conduct, indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with ~~(except to the extent negligently or willfully and wrongfully caused by the City or its agents, employees, contractors or representatives)~~

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

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

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

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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

Developer without the City's consent, and (u) 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 Developer's 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 I

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")

Recording Area

Name and Return Address

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PIN

WITNESSETH:

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

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

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

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

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First line 05

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

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.]

SEALED IN PRESENCE OF: _____
[Developer/Entity]

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)ss.
 _____ COUNTY)

or

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

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

By: _____
Name: Sandra L. Wesolowski

Title: City Clerk

Party of the Second Part

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

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

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

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

Form approved:

Jesse A. Wesolowski, City Attorney

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

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

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

LEGAL DESCRIPTION
OF DEVELOPMENT

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

<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.

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

ESTIMATED IMPROVEMENT COSTS

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

Said costs for the project are estimated to be as follows:

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

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

Total: _____/100 Dollars.

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

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

ADDITIONAL DEVELOPMENT REQUIREMENTS
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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

APPROVAL <i>slu</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/4/20
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.
<p>See attached listing from meeting of August 4, 2020.</p> <p>COUNCIL ACTION REQUESTED</p>		



414-425-7500

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

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

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

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

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

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

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

Early release disbursements dated July 17, 2020 through July 31, 2020 in the amount of \$ 507,255 80 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated July 31 2020 is \$ 450,597.82 previously estimated at \$ 416,000 00 Payroll deductions dated July 31, 2020 are \$ 441,089.81 previously estimated at \$ 445,000.00.

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

There were no property tax distributions.

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

COUNCIL ACTION REQUESTED

Motion approving the following:

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

ROLL CALL VOTE NEEDED