

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
MONDAY, FEBRUARY 17, 2020 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes - Regular Common Council Meeting of February 4, 2020.
- D. Hearings.
- E. Organizational Business – Mayoral Appointment of Amy Marzofka, 7950 S. 61st St., Ald. Dist. 5 - Board of Health (2 year unexpired term expiring 04/30/2020).
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. West Marquette Avenue Public Road Extension Construction Development.
 - 2. Request for Approval of Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention.
 - 3. Request for Approval of an Intergovernmental Agreement with the City of Milwaukee, Which Would Allow for Reimbursement of Wages by the Federal Government, Should Individual Employees Voluntarily Elect to Participate in Emergency Services Staffing for the Democratic National Convention.
 - 4. Donation of Franklin Historical Society's Barn Museum.
 - 5. A Resolution for Acceptance of Easements for Ryanwood Manor Sanitary Sewer, Water Main, Storm Drainage and Storm Water Management Access on the Northwest Corner of S. 76th Street and W. Oakwood Road.
 - 6. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Approval of a Special Use for Five 8-Unit Multi-Family Residential Apartment Buildings (40 Units) Use Upon Property Located at Approximately South Scepter Drive and West Church Street (William Bodner, Managing Member, Bodner Property Management, LLC, Applicant).
 - 7. A Resolution Authorizing Certain Officials to Accept a Landscape Bufferyard Easement for and as Part of the Approval of a Special Use for Five 8-Unit Multi-Family Residential Apartment Buildings (40 Units) Use Upon Property Located at Approximately South Scepter Drive and West Church Street (William Bodner, Managing Member, Bodner Property Management, LLC, Applicant).
 - 8. A Resolution Conditionally Approving a Condominium Plat for the Cortez Condominiums Development at 10504 West Cortez Circle (Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., Applicant).

9. Consideration of a 2020 \$400,000 Municipal Revenue Obligation Prepayment to TI Investors of Franklin Apartments LLC.
10. A Resolution Authorizing Certain Officials to Accept the Roadway and Infrastructure of the Dedicated Public Right-of-Way Per the Recorded Certified Survey Map No. 9014 with the Street Name W. Statesman Way.
11. An Ordinance to Remove References to No Parking on the East Side of S. Mission Drive from §245-5.F.; the West Side of S. Mission Drive from §245-5.D.(4); and the North Side of W. Robinwood Lane from §245-5.F.; Then Add No Parking to all Three Locations Plus the South Side of W. Robinwood Lane, 50 Feet East and 50 Feet West of Centerline of S. Mission Drive Right-of-Way to §245-5.D.(6) for 7:00 am to 5:00 pm, Weekdays Only.
12. Proposal for Amending the Boundary for Tax Incremental District No. 6 located in the Southwest Corner of W. Ryan Road and S. 112th Street.
13. A Resolution to Reimburse Loomis & Ryan, Inc. for Oversizing Water Main Installed as Part of Tax Increment District No. 6 and the Ryan Meadows Subdivision and also Reimburse Victory of the Lamb for Oversizing Water Main Installed Per Resolution No. 2015-7123.
14. Support to Milwaukee Metropolitan Sewerage District for Extension of Metropolitan Interceptor Sewer on S. 27th Street from W. Oakwood Road to W. County Line Road.
15. Direction to Staff for Wisconsin Department of Transportation Project on S. Lovers Lane (USH 45/STH 100) from W. Rawson Avenue to W. College Avenue.
16. Relocation of City and WE Energies Lights to Accommodate Milwaukee County's Rehabilitation of W. Rawson Avenue (CTH BB) from S. Lovers Lane Road (USH 45/STH 100) to W. Hawthorne Lane.
17. Authorization to Execute Proposals with Industrial Roofing Services, Inc. for Visual Hardscape Surveys, Visual Roof Surveys, Visual Window & Wall Surveys, and Visual HVAC Mechanical Surveys of Multiple City Facilities as Part of an Enhanced Capital Improvement Plan (CIP).
18. An Ordinance to Amend Ordinance No. 2019-2398, an Ordinance Adopting the 2020 Annual Budgets for the General Fund, Development Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement, Capital Improvement Fund, TID 4, TID 5, TID 6, TID 7 Fund and Sanitary Sewer Fund for the City of Franklin For Fiscal Year 2020 to Approve Budget Encumbrances from the 2019 Budget as Amendments to the 2020 Budget.
19. Budget Preparation Timetable for the 2021 Budget.
20. Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses (of an approximate 164-acre site generally located north and south of West Loomis Road, south of West Ryan Road, west of South 112th Street, east of South 124th Street and north of West Oakwood Road) Project Development; Second Amendment to Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, and a Second Amendment to Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and

Common Council Meeting Agenda

February 17, 2020

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Strauss Investments, LLC, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of February 17, 2020.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Supporting documentation and details of these agenda items are available at City Hall during normal business hours

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

REMINDERS:

| | | |
|-------------|-------------------------|---------------------|
| February 18 | Spring Primary | 7:00 p.m.-8:00 p.m. |
| February 20 | Plan Commission Meeting | 7:00 p.m. |
| March 3 | Common Council Meeting | 6:30 p.m. |
| March 5 | Plan Commission Meeting | 7:00 p.m. |
| March 17 | Common Council Meeting | 6:30 p.m. |
| March 19 | Plan Commission Meeting | 7:00 p.m. |

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C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FEBRUARY 4, 2020
MINUTES

- | | | |
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| ROLL CALL | A. | The regular meeting of the Common Council was held on February 4, 2020 and called to order at 6:30 p.m. by Acting Mayor Mark Dandrea in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderman Steve F. Taylor, Alderman Mike Barber, and Alderman John R. Nelson. Excused were Mayor Steve Olson and Alderwoman Kristen Wilhelm. Also present were City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski. Acting Mayor Dandrea stated he will be voting as Alderman. |
| CITIZEN COMMENT | B.1. | Citizen comment period was opened at 6:32 p.m. and closed at 6:34 p.m. |
| ARBOR DAY PROCLAMATION | B.2. | Acting Mayor Dandrea presented a Proclamation designating May 2, 2020 as Arbor Day in the City of Franklin. |
| MINUTES JANUARY 21, 2020 | C. | Alderman Barber moved to approve the minutes of the regular Common Council meeting of January 21, 2020 as presented at this meeting. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| HEARING CHANGE FUTURE LAND USE 5207 W. OAKWOOD RD. | D. | A public hearing was called to order at 6:40 p.m. regarding a proposed Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at 5207 West Oakwood Road from Recreational Use and Areas of Natural Resource Features Use to Institutional Use (Daniel S. Duchniak, General Manager of Waukesha Water Utility, applicant, (Judith E. Gyuro and Evelyn A. Farchione (deceased), property owners). The property which is the subject of this application currently bears Tax Key No. 948-9998-001. The public hearing was closed at 7:12 p.m. |
| ORD. 2020-2415 5207 W. OAKWOOD RD. FUTURE LAND USE | G.1. | Alderman Taylor moved to adopt Ordinance No. 2020-2415, AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTY LOCATED AT 5207 WEST OAKWOOD ROAD FROM RECREATIONAL USE AND AREAS OF NATURAL RESOURCE FEATURES USE TO INSTITUTIONAL USE (APPROXIMATELY 2.40 ACRES) (DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA WATER UTILITY, APPLICANT, (JUDITH E. GYURO AND EVELYN A. FARCHIONE (DECEASED), |

PROPERTY OWNERS). Seconded by Alderman Barber. On roll call voted Aye. Motion carried.

RES. 2020-7590
5207 W. OAKWOOD RD-
CSM

- G.2. Alderman Taylor moved to adopt Resolution No. 2020-7590, A RESOLUTION CONDITIONALLY APPROVING A 4 LOT CERTIFIED SURVEY MAP, BEING A DIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 SECTION 35, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA WATER UTILITY, APPLICANTS, JUDITH E. GYURO AND EVELYN A. FARCHIONE (DECEASED), PROPERTY OWNERS) (5207 WEST OAKWOOD ROAD).
Seconded by Alderman Barber. All voted, Aye; motion carried.

ORD. 2020-2416
AMEND UDO
REZONE
5207 W. OAKWOOD RD.

- G.3. Alderman Taylor moved to adopt Ordinance No. 2020-2416, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE LOT 1 OF CERTIFIED SURVEY MAP NO. _____ FROM R-2 ESTATE SINGLE-FAMILY RESIDENCE DISTRICT AND FW FLOODWAY DISTRICT TO I-1 INSTITUTIONAL DISTRICT (LOCATED AT 5207 WEST OAKWOOD ROAD) (APPROXIMATELY 2.40 ACRES) (DANIEL S. DUCHNIAK, GENERAL MANAGER OF WAUKESHA WATER UTILITY, APPLICANT, (JUDITH E. GYURO AND EVELYN A. FARCHIONE (DECEASED), PROPERTY OWNERS), as amended and subject to technical changes. Seconded by Alderman Barber. All voted Aye; motion carried.

BADGER BOOKS
UPDATE

- G.4. No action was taken on the update of the use of Badger Books at the February 18, 2020 Spring Primary in Aldermanic District 4, Aldermanic District 5 and Central Count Absentee Processing given by the Director of Clerk Services.

Alderman Taylor vacated his seat at 7:40 p.m.

BALLPARK
COMMONS UPDATE

- G.5. No action was taken on an update regarding Ballpark Commons provided by Mike Zimmerman and Greg Marso.

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

PURCHASE OF
SQUAD CARS

- G.6. Alderman Taylor moved to approve the purchase of three squad cars for the Franklin Police Department. Seconded by Alderman Mayer. All voted Aye; motion carried.

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| POLICE EMERGENCY EQUIP. PURCHASE | G.7. | Alderman Taylor moved to approve the purchase of radios, video system and cameras for the Franklin Police Department. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| PRIMARY RECORDS CLERK/EMERGENCY DISPATCH POSITION | G.8. | Alderman Taylor moved to approve an existing dispatcher/clerk position be staffed Monday through Friday, and authorize the Human Resources Coordinator to modify the Civil Service Manual Section 10.1.2.2 consistent with this approval. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| ADDT'L BENEFITS OFFERED TO FIRE ASST. CHIEF NEW HIRE | G.9. | Alderman Mayer moved to approve to allow the Fire Chief to offer additional vacation (five weeks, as accrued), and sick leave (80 hours available at time of hire) as part of a Conditional Offer of Employment for the position of Assistant Chief-Operations. Seconded by Alderman Barber. All voted Aye; motion carried. |
| COMPUTER MEMORY PURCHASE | G.10. | Alderman Mayer moved to authorize the IT Director to purchase 48 modules of memory for four VMWare host servers through Paragon Development Systems, Inc. at a total cost of \$10,128 as budgeted for the 2020 Information Services Capital Outlay budget. Seconded by Alderman Taylor. All voted Aye; motion carried. |
| QUARRY MONITORING SERVICES AGREEMENT | G.11. | Alderman Barber moved to approve the Quarry Monitoring Professional Services Agreement with Attachment A containing service details and costs as provided by Statec Consulting Services Inc., and to authorize staff to enter into said agreement not to exceed \$46,500 subject to technical corrections by staff and the City Attorney. Seconded by Alderman Nelson. All voted Aye; motion carried. |
| PROFESSIONAL PLANNING SERVICES CONTRACTS | G.12. | Alderman Taylor moved to approve contracts with Wrayburn Consulting, LLC, Graef-USA Inc. and Vandewalle and Associates, Inc., for 2020 professional planning services for the City of Franklin Planning Department. Seconded by Alderman Barber. All voted Aye; motion carried. |
| RES. 2020-7591 TID 4 TEMPORARY RIGHTS OF ACCESS | G.13. | Alderman Taylor moved to adopt Resolution No. 2020-7591, A RESOLUTION AUTHORIZING THE ACCEPTANCE OF TEMPORARY RIGHTS OF ACCESS FROM PROPERTY OWNERS FOR THE PURPOSE OF COMMENCING CONSTRUCTION OF WEST HICKORY STREET AND ASSOCIATED UTILITIES AS PART OF TAX INCREMENTAL DISTRICT NO. 4. Seconded by Alderman Nelson. All voted Aye; motion carried. |

JOB DESCRIPTION
REVISIONS

- G.14. Alderman Barber moved to approve the revised job descriptions for the Sanitarian, Drug-Free Community Coalition Coordinator, and the Planning Manager. Seconded by Alderman Mayer. All voted Aye; motion carried.

AGREEMENT WITH
RACINE COUNTY SOIL
TESTING

- G.15. Alderman Barber moved to approved the 2020 Professional Services Agreement between the City of Franklin and Racine County for services to verify a certified soil tester's soil and site evaluation at designated properties when needed and to authorize the Director of Inspection to execute such an agreement. Seconded by Alderman Taylor. All voted Aye; motion carried.

LICENSES AND
PERMITS

- I. Alderman Taylor moved to approve the following license recommendations from the License Committee meeting of February 4, 2020:

Hold for appearance the Operators' License applications of Rachel D Drewek, 6318 W Stack Dr., Milwaukee; and

Grant Operator license with warning letter to Rebekah L Shallow, 6125 S Martin Rd., New Berlin; and

Grant Operator Licenses to Daniel J Stachnik, 5650 W Wahner Ave., #207, Brown Deer; Amber E Helm, 11401 Parkview Ln., Hales Corners; Tanner J Lee, 8801 S 79th St.; Devon B McCann, 2920 N Fratney St., Milwaukee; Jaime B Petricek, 5569 S 41st St., Greenfield; Joseph O Vrobel, 10147 W Forest Home Ave., #204, Hales Corners; Tinnia M Watson, 11130 W Morgan Ave., Greenfield; and

No action was needed on the review of Police incident reports for Class B Beer and Intoxicating Liquor license establishments of The Bowery, LLC, Roger Hein, Agent, 3023 W Ryan Rd.; Irish Cottage of Franklin LLC, Jenny Jennings, Agent, 11433 W Ryan Rd.; The Landmark of Franklin LLC, Lorie Beth Knaack-Helm, Agent, 11401 W Swiss St.; and

Grant Extraordinary Entertainment & Special Event license to Mulligan's Irish Pub & Grill, Brian Francis, for their St Patrick's Day Party on 03/17/2020, with tent placement to accommodate weather conditions and parking only allowed on one side of West Southland Drive; and

Approve Temporary Entertainment and Amusement license, and Temporary Class B Beer and Wine licenses to St. Paul's Evangelical Lutheran Church (person in charge Jaime Petricek), 6881 S. 51st St., for the 2020 Silent/Live Auction Fundraiser on 03/28/2020.

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

VOUCHERS AND
PAYROLL

- H. Alderman Barber moved to approve the following:
City vouchers with an ending date of February 1, 2020 in the amount of \$3,635,062.96; and Payroll dated January 31, 2020 in the amount of \$432,933.79 and payments of the various payroll deductions in the amount of \$423,500.06 plus City matching payments; and estimated payroll dated February 14, 2020 in the amount of \$396,000.00 and payments of the various payroll deductions in the amount of \$263,000.00, plus City matching payments; property tax vouchers with an ending date of January 30, 2020 in the amount of \$2,825,211.95; and approval to release payment to Actuarial Health Care in the amount of \$6,400.00. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Barber moved to adjourn the meeting at 8:07 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.

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| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 02-17-20 |
| REPORTS & RECOMMENDATIONS | Mayoral Appointment | ITEM NUMBER E. |

The Mayor has made the following appointment for Council confirmation:

Amy Marzofka, 7950 S. 61st St., Ald. Dist. 5 - Board of Health (2 year unexpired term expiring 04/30/2020).

COUNCIL ACTION

Motion to confirm the following Mayoral appointment:

Amy Marzofka, 7950 S. 61st St., Ald. Dist. 5 - Board of Health (2 year unexpired term expiring 04/30/2020).

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Thursday, February 6, 2020 12:59 PM
To: Lisa Huening, Shirley Roberts, Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Amy Marzofka
PhoneNumber:
EmailAddress:
YearsasResident: New Resident
Alderman:
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: yes
FirePoliceCommission: no
ParksCommission: yes
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: yes
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Ascension
CompanyAddressJob1: 2301 N. Lake Drive Milwaukee, WI 53212
TelephoneJob1: 414-585-1000
StartDateandPositionJob1: 2/2018- Clinical Informatics Specialist
EndDateandPositionJob1: Current
CompanyNameJob2: Washington Ozaukee Public Health Department
AddressJob2: 121 W Main St, Port Washington, WI 53074
TelephoneJob2: (262) 284-8170
StartDateandPositionJob2: 10/2015- Public Health Educator

EndDateandPositionJob2: 1/2018
CompanyNameJob3: The Research Foundation
AddressJob3: 2316 E Meyer Blvd, Kansas City, MO 64132
TelephoneJob3: (816) 276-4218
StartDateandPositionJob3: 3/2014- Prevention Program Coordinator
EndDateandPositionJob3: 10/2015
Signature: Amy Marzofka
Date: 2/6/2020
Signature2: Amy Marzofka
Date2: 2/6/2020
Address: 7950 S. 61st St. Franklin, WI 53132
PriorityListing: Board of Health Parks Commission Board of Public Works

WhyInterested: My background is in public health, with over 10 years of experience. From working for a local health department to national organizations like, the Arthritis Foundation and Society for Public Health Education. Unfortunately, my current role doesn't allow me to pursue my passion for health, as it is very technical. I am hoping to find a volunteer opportunity that allows me to contribute to the community, while fulfilling my interest in public health. I also, still maintain my car seat technician license through Safe Kids WI. My husband and I recently bought a house in Franklin and are excited to call it our home. I hope to be of help to my new community!

DescriptionofDutiesJob1:

- Analyze, manage and communicate health information through clinical information systems and applications.
- Identify, design and evaluate clinical information systems and applications.
- Participate in the development of organizational policies and initiatives related to collecting, managing and communicating clinical information.
- Design and deliver training materials to educate users about information technologies.
- Participate in Electronic Medical Record (EMR) design, build, implementation and training for new providers or practices.
- Act as an agent of change to help promote organization adoption of EMR and workflow to optimize patient safety and experience.
- Planned, developed, implemented and promoted health education projects and/or initiatives to Ozaukee and Washington County residents, local healthcare providers, and community agencies to develop and maintain an active role in community outreach and partnerships.
- Assisted in development of the community health assessment, community health improvement plan and community-wide health coalition.
- Provided a leadership role in community coalition and community action groups.
- Maintained and developed systems for planning, coordinating, tracking, and evaluation of care provided by the department to community members.
- Managed leaders of training programs and coalitions for community health coalitions.
- Managed contract employees of the ThinkFirst, injury prevention program.
- Scheduled all prevention programs with K-12 schools and coordinate lead and VIP (Voices for Injury Prevention) speakers for all programs.
- Oversaw all grants associated with the Foundation's prevention programs including monthly or quarterly reporting and ensuring all funds are expended; write grants as needed.
- Prepared reports/results of programs for the Foundation's board and other audiences.
- Served as a program presenter and represented at community-wide events and health fairs.

DescriptionofDutiesJob2:

DescriptionofDutiesJob3:

AdditionalExperience:

Certificated Health Education Specialist (CHES), April 2017 Child Passenger
Safety Technician, June 2014 Junior League of Milwaukee, Member Since 2017

ClientIP:

4.14.167.58

SessionID:

klswnp3smtpifue3gyo1fa3v

[See Current Results](#)

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| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE February 17, 2020 |
| REPORTS AND RECOMMENDATIONS | West Marquette Avenue public road extension construction development | ITEM NUMBER <i>G. I.</i> |
| <p>The January 7, 2020 Common Council Meeting Minutes for meeting agenda item F. Letters and Petitions- Letters From Pack 538, Den 3 Wolves and Parents Regarding W. Marquette Avenue Extension, provide in part: Alderwoman Wilhelm moved to refer to the City Attorney to develop a fair and equitable plan for the extension of West Marquette Avenue and return to the last Common Council meeting in February 2020. Seconded by Alderman Barber. All voted Aye; motion carried.</p> <p>The City Attorney attended meetings with the City Engineer, the District Alderwoman, the Mayor and the representatives of the developers for the two in-process subdivision developments adjacent to the proposed West Marquette Avenue public road extension, and had communications with the Director of Finance and Treasurer and the Franklin Public School District Director of Business Services.</p> <p>There are alternatives available to attain the West Marquette Avenue public road extension construction development. Of note is the pending application of the City for a Wisconsin Department of Transportation (WisDOT) 2020-2021 Multimodal Local Supplement (MLS) grant for the project. A copy of the application is annexed hereto. Also annexed hereto are maps of the area in relation to potential alternatives as listed below, which were provided by the City Engineer, who with regard to any selection of the special assessment alternatives will in detail review and prepare a City Engineer's Report pursuant to the Wisconsin Statutes and the Municipal Code with regard to the determination of the potential special assessments and the reasonable basis therefore, for consideration by the Common Council and determination thereupon following a public hearing. Alternatives considered for presentation to the Common Council per its direction are as follows:</p> <ul style="list-style-type: none"> i) await determination of the 2020-2021 Multimodal Local Supplement (MLS) grant by WisDOT; ii) await furtherance of the subdivision developments by the developers which upon Final Plat review and approval shall require subdivision development agreements providing for the West Marquette Avenue extension and the dedication to the public thereof; iii) commence the West Marquette Avenue public road extension as a City public work of improvement absent the MLS grant, but with the developers' contribution of property and engineering specifications as set forth upon the grant application; iv) commence the West Marquette Avenue public road extension as a City public work of improvement absent the MLS grant, with special assessments to contribute to the cost thereof to be determined upon an area assessment basis, or such other reasonable method as determined appropriate by the Common Council, with properties to be specially assessed including, but potentially not limited to, existing developed properties specially benefitted by the public improvements or a component of the public improvements, those of the in-process subdivision developments adjacent to the proposed West Marquette Avenue public road extension, and the Franklin Public School District. <p>The proposed West Marquette Avenue public road extension 'main' project is from South 51st Street to South 49th Street; however, at a minimum, curbs and sidewalk is to be installed east thereof to Pleasant View Elementary School. A map with such considered improvements provided by the City Engineer is also attached. Finally, attached is a copy of the 2020 City Capital Improvement Fund Budget for the proposed West Marquette Avenue public road extension.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Such action as the Common Council deems appropriate.</p> | | |

**2020-2021 MULTIMODAL LOCAL SUPPLEMENT (MLS) APPLICATION**Wisconsin Department of Transportation
9/2019**PROJECT AND SPONSOR: GENERAL INFORMATION**

| | | |
|--|--|---|
| Improvement Type: <input checked="" type="checkbox"/> Road <input type="checkbox"/> Bridge <input type="checkbox"/> Transit <input type="checkbox"/> Railroad <input checked="" type="checkbox"/> Bicycle/Pedestrian <input type="checkbox"/> Harbor <input type="checkbox"/> Multiple | | |
| Primary Project Sponsor City of Franklin | <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County <input type="checkbox"/> Tribal Govt | County Milwaukee |
| Secondary Project Sponsor (If Applicable) | <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County <input type="checkbox"/> Tribal Govt <input type="checkbox"/> Other | County |
| Anticipated Project Construction Schedule Date 2020 (Calendar Year) | Funding Request Design/Construction <input type="checkbox"/> Construction <input checked="" type="checkbox"/> | Is Project Shovel Ready? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

PROJECT IMPROVEMENT DESCRIPTION*ONLY FILL OUT THE SECTIONS BELOW THAT CORRESPOND TO THE IMPROVEMENT TYPE(S). ALL APPLICANTS MUST FILL OUT SECTIONS F-H***SECTION A: ROAD OR BRIDGE IMPROVEMENTS (NOTE: Connecting highways are not eligible for MLS funding)****1. LOCATION & GENERAL INFORMATION: Complete for each Road or Bridge Improvement Application**

| | | | |
|--|--|--|--|
| On Route W. Marquette Avenue | At Route – Start (include offset if applicable) S 51 st Street Start | Offset | Toward Route – End S. 49 th Street |
| Surface Type 70=Hot Mix Asphalt Pavement | Surface Thickness 6 (inches) | Travel Width (Per Lane) 14 (feet) 0 (inches) | |
| Left Shoulder 0 (feet) 0 (inches) | Right Shoulder 0 (feet) 0 (inches) | <input checked="" type="checkbox"/> Curb and Gutter? | |
| REQUIRED: Attach an 8 1/2 x 11 map showing project location. | | | |
| Length of Project (rounded to nearest tenth of a mile) 0.2 | Average Daily Traffic (ADT) N/A | ADT % Truck. N/A | Pavement Condition Rating 0 00 |
| Improvement Type <input type="checkbox"/> Replacement <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Pavement Replacement <input checked="" type="checkbox"/> Reconstruction | | | |

2. BRIDGE INFORMATION: Complete for Bridge Improvement Applications ONLY

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|---|------------------------------------|--------------------------------|--|
| Bridge Type (if Other, specify in narrative) SELECT | Feature the Structure Passes Over. | Number of Spans | Detour Length |
| Clear Roadway Width of Bridge (feet) | Bridge Length (feet) | Approach Pavement Width (feet) | Total Approach Length (feet) |
| Structure ID (if Applicable) | Bridge Build Year | Bridge Rehabilitation Year | Posted or Statutory Speed Limit(s) (mph) |
| Deck Rating | Substructure Rating | Superstructure Rating | Current Load Posting (if none, enter N/A) |

SECTION B: TRANSIT IMPROVEMENTS

| | | | |
|--|-----------------------|-------------------------------|----------------------------------|
| Transit Improvement Type <input type="checkbox"/> Vehicle Purchase <input type="checkbox"/> Facility Construction <input type="checkbox"/> Equipment Purchase <input type="checkbox"/> Other (describe) | | | |
| Number of Vehicles for Purchase | Vehicle Purchase Type | Facility Type | Facility Improvement Description |
| Equipment Purchase Description | | Other Improvement Description | |

SECTION C: RAILROAD IMPROVEMENTS

| | | | |
|--|--|---|---------------|
| Type of Railroad Improvement SELECT | Total Annual Rail Carloads | New Rail Facility? Yes <input type="checkbox"/> No <input type="checkbox"/> | Rail Operator |
| Total Annual Eliminated Truck Traffic (Estimated in Tons) | Preserve Existing Rail Line? Yes <input type="checkbox"/> No <input type="checkbox"/> | Restore Inactive Rail Line? Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| REQUIRED: Attach an 8 1/2 x 11 map showing project location | | | |

SECTION D: BICYCLE/PEDESTRIAN IMPROVEMENT

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| Bicycle/Pedestrian Improvement Type <input type="checkbox"/> Facilities <input type="checkbox"/> Railroad Corridor Conversion <input type="checkbox"/> Historic Preservation <input checked="" type="checkbox"/> Other (describe) Pedestrian route to school | |
| Improvement Location | Known Safety Issues? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes, specify Narrative |
| Will the proposed improvement utilize local forces to complete the construction activities? Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| REQUIRED: Attach an 8 1/2 x 11 map showing project location | |

2020-2021 MULTIMODAL LOCAL SUPPLEMENT APPLICATION (continued)

Wisconsin Department of Transportation

SECTION E: HARBOR IMPROVEMENTS

| | |
|--|---|
| Harbor Improvement Type | |
| Dredging <input type="checkbox"/> | Port Infrastructure Expansion <input type="checkbox"/> Dock Walls (Rehabilitation/Construction) <input type="checkbox"/> Other <input type="checkbox"/> |
| Total Annual Transportation Economic Impact (Estimated) | Total Annual Benefit to Local Economy (Estimated) |
| REQUIRED. Attach an 8½ x 11 map showing project location. | |

SECTION F: PROPOSED IMPROVEMENT NARRATIVE (REQUIRED FOR ALL APPLICATIONS)

This is a field to provide a detailed description of the project beyond what has already been provided in previous sections. Prepare the project narrative in a Word document, complete a spell check, and cut and paste the summary into the application form. Provide supporting project documentation such as any permits/licenses (including issuing agency & start/end dates) and any relevant transportation/bike-pedestrian/comprehensive planning documents. Describe potential project impact on regional economic activity, including freight movement (e.g., specific shipping/receiving facilities), worker access to employment opportunities and overall economic connectivity enhancements. Describe potential project impacts on safety and regional quality of life. Describe any relevant environmental/cultural issues, including any Section 4(f) and Section 6(f) concerns.

Include any information that demonstrates the viability of the proposed project by showing its value based on service life, economic benefits or in comparison to other alternatives. This may include benefit-cost analysis or other calculations.

A separate attached document not exceeding 1 page (double spaced, 10 pt font) may be substituted for this section.

Franklin. Marquette Avenue Road Project Scope. This project is a new road segment from S 51st to S 49th that will improve multi-mode access to Pleasant View Elementary School. It represents a natural continuum of a decade of accessibility planning and implementation with the goal of increased business park and retail connectivity, better emergency access, as well as safe pedestrian and bicycle routes for all ages.

The surrounding subdivisions were built pre-sidewalk. Heavy interior neighborhood car and bus traffic creates unsafe pedestrian situations that prevent residents from walking or biking to school, employment, and business retail. This new road segment solves problems that have long faced the school and neighborhood, including long-awaited and highly needed direct school emergency access. The new road and sidewalk will also ensure pedestrian and bike access to a city retail segment (grocery and drug store at present) north of emergent point of the new road and sidewalk on 51st street. The project does not have any previously-dedicated state, federal or local funding assigned to it. Currently, busses and several dozen parents in autos access the grade school by traveling through single-family residential subdivisions. There are no sidewalks, walking paths, or bike lanes of any sort. The volume and speed of the traffic's current path through the residential areas create a clearly unsafe condition and represent a constant concern for the residents. The City is forced to discourage non-vehicular travel to and from Pleasant View Elementary. (In fact, a national publication published a photo of a group of children walking to the school on the road shoulder while a bus brushed by mere feet away on the road.) This means that even children living within mere blocks of the school are discouraged from walking or biking to school. The City has long needed a road connection from the arterial road for emergency access, connectivity, and improved pedestrian safety. Connectivity allows neighboring residents walkable access to schools, jobs and business retail. Efficient emergency school access is a growing regional issue.

Existing plans and projects This new road is consistent with the City's SAFE ROUTES TO SCHOOL grant, which resulted in planning initiatives incorporated into the City's Comprehensive Master Plan. It will link the existing State parkland acquisition (1989) and trail project, as well as the Community Development Block Grant-funded 51st Street sidewalk serving a senior complex. This new project builds upon accessibility gains created by the previous work increasing value and utility of those projects even more.

Economic benefits This road contributes to a more desirable neighborhood grid and better overall air quality that has been proven to attract residents. Property values will improve while at the same time allowing more efficient use of land for residential lots. Local businesses, becoming accessible on foot, will enjoy greater patronage. Transportation efficiency is a benefit to employees.

Ease of implementation Historically, right-of-way (ROW) access, once tied up by a family probate matter, is now available via donation. However, funding is needed to offset road construction. This new shovel-ready road segment has been designed and pre-engineered by Lynch Engineering. Adjacent property owners have agreed to donate the required right-of-way if this grant is received. In addition to the City's contribution commitment, the donated ROW avoids land appraisal and purchase delays while the land value stretches WisDot funding and adds cost efficiency to the project.

2020-2021 MULTIMODAL LOCAL SUPPLEMENT APPLICATION (continued)

Wisconsin Department of Transportation

SECTION G: COST ESTIMATE/FUNDING (REQUIRED FOR ALL APPLICATIONS)

- ☐ Yes ☒ No Has the county/municipality/town/tribal government requested or been approved for other federal or state funding from the Wisconsin Department of Transportation (WisDOT) for the improvement?
If Yes, please specify the Local Program: WisDOT Project I.D.:
- ☒ Yes ☐ No The Multimodal Local Supplement provides up to 90% state funding with a minimum 10% Local match. We anticipate the award process to be very competitive. Would the project sponsor accept a lower cost share to obtain funding?

Estimated Improvement Cost (NOTE: Attach separate spreadsheet showing detailed cost breakdown):

Design Costs:

\$ 65,000.00

State Review for Design Cost Estimate (Provided by WisDOT, if applicable):

\$

Construction Costs:

\$ 583,450.00

State Review for Construction Cost Estimate (Provided by WisDOT, if applicable):

\$

Total Improvement Costs (without State Review):

\$ 648,450.00

Total Improvement Costs (with State Review, if applicable):

\$

NOTE: For WisDOT use only.**NOTE: WisDOT state oversight estimates are based on the complexity of the project. Not all projects will require state oversight.****Additional Funding Comments:**

This is an optional field to enter funding-related comments and estimated cost calculations.

Match Funding (33.4%)

\$151,650 Donated Property Value estimated (3.37 acres @ \$45,000/acre)

\$ 65,000 Engineering completed plus estimated construction administration

\$216,650 Matching Funds

Grant Funding (66.6%)

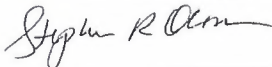
\$431,800 Engineer's Opinion of Probable Cost for Grading, Stone, Asphalt, Curb & Gutter, Sidewalk, and related Storm

SECTION H: SIGNATURE (REQUIRED FOR ALL APPLICATIONS)

This request is made by the undersigned under proper legal authority to make such request for the designated County/Municipality/Town/Tribal Government.

☒ City ☐ Village ☐ Town ☐ County ☐ Tribal Government
FranklinCounty
Milwaukee

X



(Head of Government/Designee – Signature)

12/6/2019

(Date – mm/dd/yyyy)

Stephen R. Olson

Mayor

(Print Name)

(Title)

X

(Secondary Project Sponsor – Signature, if applicable)

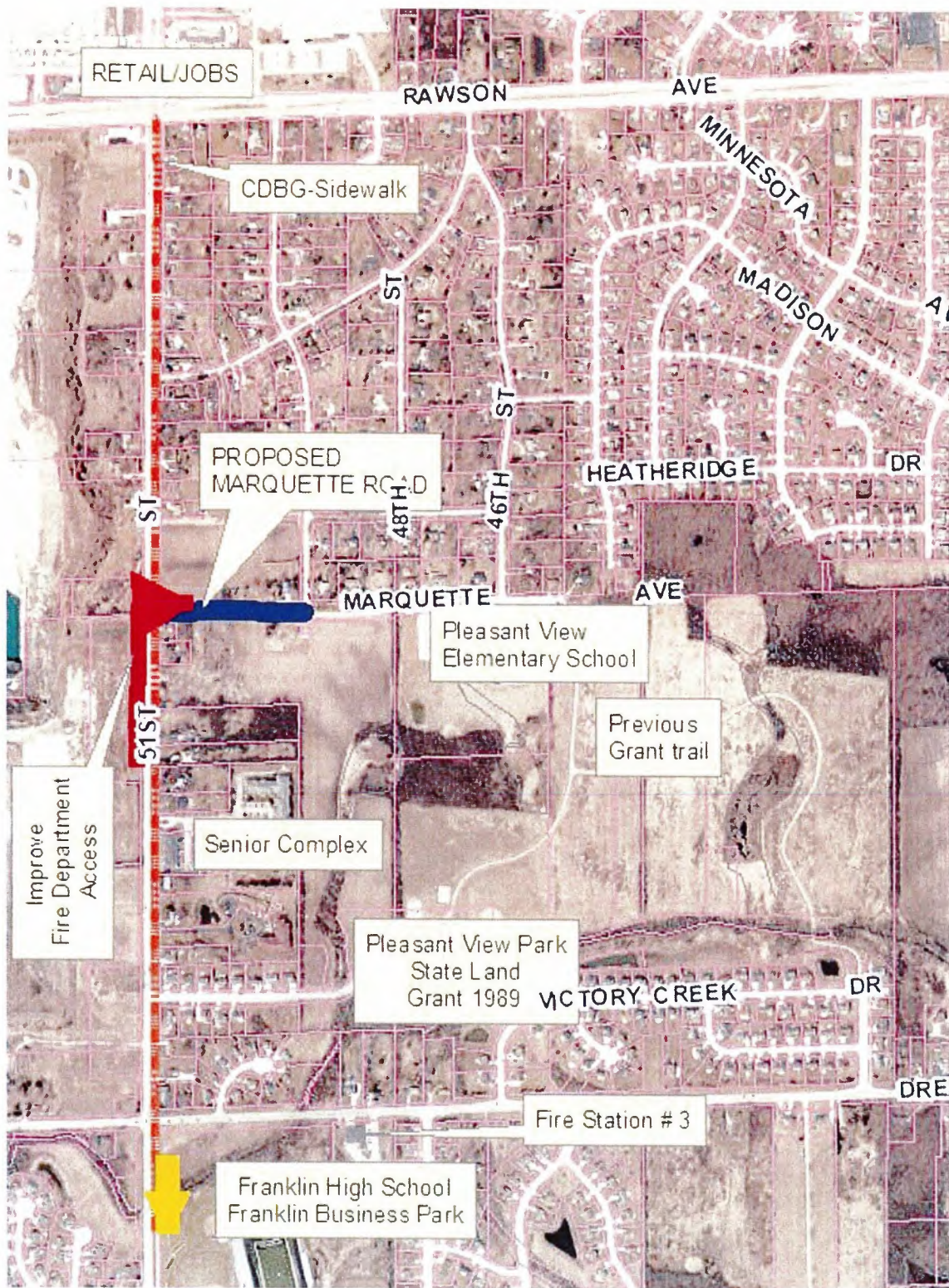
(Date – mm/dd/yyyy)

(Print Name)

(Title)

WisDOT will contact the primary project sponsor upon review of the application if any questions or a need for additional project documentation.

Submit completed application(s) to the following WisDOT email address: DOTLocalPrograms@dot.wi.gov



Franklin, Wisconsin Marquette Avenue Extension



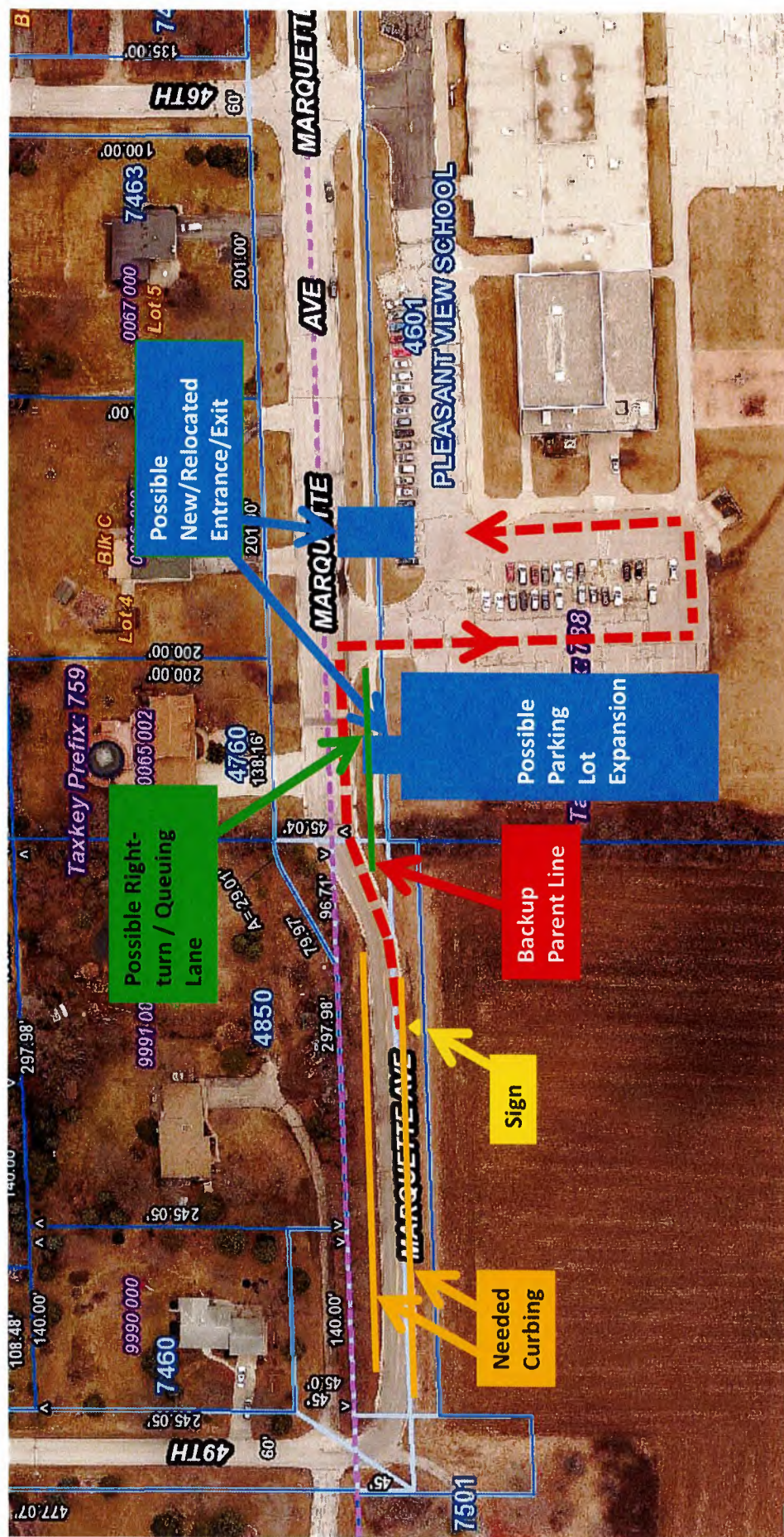
- Neighborhood Children walking to Pleasant View Elementary School
- No existing sidewalks in residential neighborhood
- Heavily congested vehicular traffic mixed with Bus traffic



City of Franklin
W. Marquette Ave. Extension
Project Location Map







City of Franklin
Capital Improvement Fund
Budget 2020

| Adopted | | | | |
|-------------------------|----------------|----------------|--------|----------------|
| Project/Name | Total | Funding Source | Amount | Net City Funds |
| Landfill Siting Revenue | 722,000 | | | \$ 722,000 |
| Investment Income | 25,000 | | | 25,000 |
| Total Revenue | 747,000 | | | 747,000 |

Expenditures
APPROVED PROJECTS

| | | | | |
|---|------------------|------------------------|------------------|------------------|
| PARK DEVELOPMENT | | | | - |
| Pleasant View Park - improvements | 150,000 | Park Impact Fees | 70,500 | 79,500 |
| Park Land Acquisition - various parks | 550,000 | Park Impact Fees | 247,500 | 302,500 |
| Overflow parking @ Kayla's Playground | 250,000 | Park Impact Fees | 117,500 | 132,500 |
| Cascade Trail | 65,000 | Park Impact Fees | 46,150 | 18,850 |
| Trails, Bicycle Routes & linkages | 285,000 | Park Impact Fees | 139,850 | 145,150 |
| | | Developer Grant | 50,000 | (50,000) |
| Lake Ernie aeration | | | | - |
| Muni Buildings | | | | - |
| City Hall & Police Security enhancements | 500,000 | Transfer from Gen Fund | 500,000 | - |
| | | | | - |
| Public Safety | | | | - |
| Community Development Enterprise Resource Program - migration | 225,000 | | | 225,000 |
| | | | | - |
| Public Works | | | | - |
| S 68th Street - hill mitigation | 300,000 | | | 300,000 |
| S 50th St Improvement | 100,000 | | | 100,000 |
| Marquette Ave Improvements - Pleasant View Sch to S 49th St | 50,000 | | | 50,000 |
| Marquette Ave Improvements - S 49th St to S 51st St | 700,000 | Debt Service | 600,000 | 100,000 |
| Ryan Creek Interceptor Sanitary Sewer Odor Control | 450,000 | MMSD Grant | 450,000 | - |
| Gravity Flow Sanitary Sewer to replace lift station | 3,225,000 | Sewer Fund | 3,225,000 | - |
| Watermain Extension - S 50th & Minnesota Ave | 120,000 | Utility Dev Fd | 120,000 | - |
| Total Approved Projects | 6,970,000 | | 5,566,500 | 1,403,500 |

PROJECTS PENDING APPROVAL

| | | | | |
|--------------------|----------------|-----------------------|---------|----------------|
| Water Projects | 500,000 | Water Connection Fees | 500,000 | - |
| Sewer Projects | 500,000 | Sewer Connection Fees | 500,000 | - |
| | | | | - |
| Contingency | 175,000 | | | 175,000 |

Total Projects Pending Approval

| | | | |
|-----------------------|------------------|------------------|------------------|
| Total Projects | 8,145,000 | 6,566,500 | 1,578,500 |
|-----------------------|------------------|------------------|------------------|

Net Revenue (Expenditures) (831,500)

Projected Beginning Fund balance 1,007,836

Projected Ending Fund Balance \$ 176,336

| | |
|--------------------------|-----------|
| Park Impact | 621,500 |
| | 500,000 |
| | 120,000 |
| Sewer & Water Connection | 1,000,000 |
| total | 2,241,500 |

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| | | |
|--|--|--|
| <p>APPROVAL</p> <p><i>Slw</i></p> | <p>REQUEST FOR COUNCIL ACTION</p> | <p>MEETING DATE</p> <p>2/17/2020</p> |
| <p>REPORTS & RECOMMENDATIONS</p> | <p>Approval of Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention</p> | <p>ITEM NUMBER</p> <p><i>G. 2.</i></p> |
| <p><u>BACKGROUND AND ANALYSIS</u></p> <p>The City of Milwaukee has requested the services of City of Franklin police personnel to assist in the law enforcement services needed to provide protection at the 2020 Democratic National Convention taking place in July of 2020 in the City of Milwaukee.</p> <p>The police department tentatively agreed to send 8-10 officers, as needed. The officers would be on overtime as to not impact staffing in the City of Franklin.</p> <p>The agreement is attached and includes a provision that the City of Milwaukee agrees to reimburse the city for personnel costs from a federal grant they expect to receive. If Milwaukee fails to obtain the federal grant, Franklin will not be obligated to send personnel.</p> <p>The Franklin City Attorney has negotiated the provisions of the agreement with the Milwaukee City Attorney's Office and is satisfied with its contents.</p> <p>The Police Chief has also reviewed the contract and is satisfied with the obligations of providing personnel.</p> <p>COUNCIL ACTION REQUESTED</p> <p>Motion to approve and authorize city officials to sign the agreement.</p> | | |

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 February ___, 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.htm#XMhwordK1Uk>

“Convention” means the 2020 Democratic National Convention scheduled to take place from July 13 to 16, 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 July 10, 2020 through July 20, 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 July 13 to 16, 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 April 1, 2020. Agency shall disseminate those City MPD Policies to Agency Personnel, and shall train Agency Personnel on those City MPD Policies before 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.

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 by March 1, 2020. 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 April 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 June 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. Upon the City receiving the federal grant described in Section 7.4., below, Exhibit B may be updated to match the then-current federal regulations for the federal grant. The City expects to be awarded the federal grant in early 2020. Any costs

incurred by Agency prior to receiving pre-approval pursuant to (1), above, in this paragraph, 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. Failure of City to Obtain Security Grant. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all of City's security obligations under the Security Plan, Agency shall have no obligation to provide the services described in this Agreement and City shall not be obligated to remit the funds described in this Agreement to Agency unless reimbursed for such costs by the Host Committee, the DNC or any other entity.

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 made available to Agency upon request after the grant is actually awarded. 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 March 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 after March 1, 2020, only upon the occurrence of an Agency Emergency Event. 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.

14.3. 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

Alfonso Morales, Chief of Police

Dated this _____ day of _____, 2020.

Martin Matson, City Comptroller

Dated this _____ day of _____, 2020.

Authorizing Resolution: 191192

Approved as to Form and Execution:

Office of the City Attorney

Dated this _____ day of _____, 2020.

City of Franklin

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

Dated this _____ day of February, 2020.

Exhibit A

List of Agency Personnel and Commanding Officer

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

| Agency: | | | | | |
|--------------------------------------|----------------------|----------|---|-------------------------------------|---|
| Agency Commanding Officer: | | | | | |
| Date: | | | | | |
| Commanding Officer Signature: | | | | | |
| | | | | | |
| Name | Payroll ID Number | LEO Rank | Hourly Wage Rate / Overtime Rate | Hourly Fringe Benefit Cost | Mobile Field Force Training completed? yes/no |
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Exhibit B

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

Exhibit C

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

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) | |

| | | |
|--|--|---|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE <i>2/17/2020</i> |
| REPORTS AND RECOMMENDATIONS | Request Common Council Approval of an Intergovernmental Agreement with the City of Milwaukee, Which Would Allow for Reimbursement of Wages by the Federal Government, Should Individual Employees Voluntarily Elect to Participate in Emergency Services Staffing for the Democratic National Convention. | ITEM NUMBER <i>G.3.</i> |

The City of Milwaukee and the Milwaukee Fire Department are requesting assistance in providing Emergency Services standby for the upcoming Democratic National Convention in July of 2020. Personnel are needed to fill positions in EMS, Fire Suppression, Haz-Mat, Technical Rescue, Dive/Rescue, and Incident Command functions.

Participation is on a voluntary basis by the individual employee, and the Franklin Fire Department as an agency is not obligated to provide any particular level of personnel or resources. However, if Department personnel are willing to participate, the Department would be reimbursed at the individual employee's hourly overtime rate (time and one half) for any hours worked, provided that the City signs onto the Intergovernmental Agreement (IGA) that defines the legal liability relationship and standby/response structure for participating agencies (attached).

It should be further noted that the predicted impact of the DNC outside of Downtown Milwaukee proper is not yet known. It is possible and even likely that there will be unofficial and even spontaneous events in other municipalities, and it is possible that FFD and the City may need to rely on other municipalities for assistance on an immediate or long term basis if this is the case.

The attached documents have been reviewed by the City Attorney, with revisions incorporated with the approval of the Milwaukee City Attorney.

The Fire Chief recommends approval of the IGA.

COUNCIL ACTION REQUESTED

Request Common Council approval of an Intergovernmental Agreement with the City of Milwaukee, which would allow for reimbursement of wages for FFD employees who may volunteer to assist with Emergency Services staffing at the Democratic National Convention.

Intergovernmental Agreement for Fire & Other Protection Services
for the 2020 Democratic National Convention in Milwaukee, Wisconsin

City of Franklin Fire Department

This **Intergovernmental Agreement** for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as of February _____, 2020_____, (the “Effective Date”) by and between the City of Milwaukee, Wisconsin (“City”) and the City of Franklin, Wisconsin (the “Agency”) for the provision of Fire & Other Protection Services, as defined below, to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention dignitaries

1. Definitions.

“Agreement” means this Intergovernmental Agreement for Fire & Other Protection 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 MFD Commanding Officer and to coordinate Agency Personnel in such a manner as to carry out those assignments Agency Commanding Officer(s) shall be identified as such in Exhibit A

“Agency Personnel” means any and 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 firefighters, EMTs, paramedics, HazMat team members and other fire and rescue personnel employed by the Agency that are licensed or certified to perform such work according to Wisconsin state law and the local laws of the Agency

“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 MFD

“City MFD” means the City of Milwaukee Fire Department, a department of the City

“City MFD Commanding Officer” means any City MFD staff holding any of the following positions Incident Commander, Branch Director or Division Supervisor, as identified to Agency Personnel upon receiving their Convention assignment from the City MFD

“City MFD Policies” means City MFD’s standard operating procedures, along with those state and local laws regulating Fire & Other Protection Services in the State of Wisconsin and the City of Milwaukee City MFD Policies are available to Agency upon request

“Convention” means the 2020 Democratic National Convention scheduled to take place July 13 to 16, 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 Fire & Other Protection Services are required to supplement the City’s Fire & Other Protection 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 July 10, 2020 through July 20, 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

“Fire & Other Protection Services” means fire, emergency medical services (EMS), HazMat, technical rescue and any other services typically provided by a fire department Fire & Other Protection Services includes the services of personnel but not the provision or usage of equipment owned by Agency other than personal equipment described in Section 5.9, below

“Host Committee” means The Good Land Committee, Inc , a Wisconsin non-stock, nonprofit corporation

“In Writing” means a written document signed by a City MFD Commanding Officer utilizing forms created by City MFD. 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.

“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.

“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 and Fire & Other Protection 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 §.66.0301 allows a Wisconsin municipality to contract with other municipalities and with federally recognized Indian tribes and bands in Wisconsin for the receipt or furnishing of services, including Fire & Other Protection Services, or the joint exercise of any power or duty required or authorized by law.

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 July 13 to 16, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3 2 The Convention has been or is expected to be classified by the USDHS 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 MFD is responsible for coordinating Fire & Other Protection Services 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 fire department personnel to provide services required by the Security Plan during the Convention Security Period

3 5 Agency's fire department provides Fire & Other Protection Services to the City of Franklin, Wisconsin, under the authority granted by 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 or during such other period of time upon mutual written consent of the Agency Commanding Officer and City MFD Commanding Officer Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MFD Commanding Officer

4. Organizational Structure.

4 1 Unified Incident 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 through a unified incident command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency

4 2 City MFD is the Lead Local Fire Department City MFD is the lead local fire department for purposes of Convention Security Plan City MFD 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 MFD as necessary, or upon request of Agency

4 3 City MFD Policies to Apply Agency Personnel performing services under the Agreement will abide by applicable City MFD Policies Agency acknowledges its possession of and familiarity with the City MFD Policies due to prior interactions between City MFD and Agency under existing mutual aid and other shared services agreements Agency shall disseminate City MFD Policies to Agency Personnel and shall

ensure that Agency Personnel have been trained on those City MFD Policies before the Convention Security Period. In the event of a conflict between relevant Agency policies and City MFD Policies, Agency will instruct its Agency Personnel to follow City MFD 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 MFD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MFD, and in conformance with the deadlines specified by City MFD. City MFD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MFD will need to accommodate the schedules of many different agencies.

5.2 Services Limited. Services provided by Agency Personnel shall be limited to Fire & Other Protection Services in which Agency Personnel are already experienced, and are also licensed or certified to participate in under Wisconsin law.

5.3 Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by the City MFD 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 MFD Commanding Officer who shall reasonably attempt to accommodate Agency, provided that the decision of the City MFD Commanding Officer and the requirements of the Security Plan shall control.

5.4 Agency Personnel "On Duty." If required by the assignments provided to Agency by the City MFD 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 MFD presently expects to provide a Field Operations Guide 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 MFD, the Milwaukee Police Department, the City Comptroller or 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 the Milwaukee Police.

Department or Milwaukee City Attorney's Office as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in administrative, 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 MFD. Agency will provide to City MFD a list of all Agency Personnel that Agency intends to provide under this Agreement at least 46 months before the Convention Security Period. The list shall be provided in the format provided in Exhibit A and shall specify both the regular hourly wage rates and hourly overtime rates of each Agency Personnel with a description attached to Exhibit A that defines the criteria that would trigger the overtime rate to be charged, if ever, during the Convention Security Period.

5.8 Agency Personnel Criteria. Each Agency Personnel provided by Agency shall meet the following criteria:

5.8.1 Each Agency Personnel must, at a minimum, be duly licensed or certified as a full-time professional firefighter qualified as a Firefighter Level II with EMT-Basic in the State of Wisconsin. Some Agency Personnel, as determined by City MFD, will be required to hold HazMat or technical rescue certifications or paramedic licenses. Statutory certification and licensing requirements for each Agency Personnel shall be forwarded to the City MFD with the list of all Agency Personnel required by section 5.7. Agency shall provide no Agency Personnel that does not meet these minimum requirements unless agreed to in writing in advance by City MFD.

5.8.2 Each Agency Personnel, by reason of experience, training and physical fitness, must be qualified and capable of performing the duties required of an active duty firefighter, HazMat personnel, EMT or paramedic assigned to an event of the Convention's size and scope and as relevant to that person's individual assignment.

5.8.3 Each Agency Personnel is required to complete training required by the Agency Personnel's Convention assignment as determined by City MFD or USSS.

5.8.4 [Intentionally left blank]

5.8.5 Each Agency Personnel must be an employee in good standing with the Agency. The Agency shall promptly notify City MFD in the event that any Agency Personnel is no longer in good standing with the Agency and the

Agency shall remove that person from the list of Agency Personnel providing services under this Agreement

5 8 6 No Agency Personnel may have (i) been sued in an individual capacity in the last three years and adjudicated as negligent in providing Fire & Other Protection Services or liable for any civil rights violation, or (ii) had any sustained complaints for failing to comply with an employer's standard operating policies, procedures or guidelines that resulted in an injury to a person or property within the last five years

5 9 Agency Personnel Equipment

5 9 1 Each Agency Personnel shall be equipped by Agency at Agency's own expense, with an appropriate uniform and equipment customarily assigned to personnel filling the functions of the Agency Personnel's expected assigned Convention-related duties, including but not limited to radio, Agency identification and personal protective equipment, or PPE (for firefighters this shall include NFPA-compliant structural firefighting ensemble and self-contained breathing apparatus with face piece)

5 9 2 Any equipment or gear that are not customarily assigned to Agency Personnel by Agency as described in subsection 5 9 1, above, may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MFD in writing no later than ~~April~~February 1, 2020, and City MFD consents In Writing to the use of the requested additional equipment, or (b) such equipment is provided by Agency pursuant to MABAS, as described in subsection 5 9 4

5 9 3 Equipment sent with Agency Personnel shall be limited to equipment issued by Agency for its employees in the normal course 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 9 4 All equipment other than personal equipment described in subsection 5 9 1, above, provided by Agency for the Convention shall be provided pursuant the Mutual Aid Box Alarm System ("MABAS") and all terms of existing MABAS agreements shall control with regard to all Agency-owned equipment borrowed by City from Agency for the Convention

5 10 City MFD Can Decline Agency Personnel At any time during the term of this Agreement, City MFD 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 MFD declines assignment or deployment of Agency Personnel due to no fault of Agency

or Agency Personnel, City MFD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7.4 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 subsec. 14.2 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 MFD 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 fire department 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 MFD or USSS.

6.2 Transportation and Food Agency Personnel will commute to and from the City on the days they are assigned to provide Fire & Other Protection Services for the Convention. The commute will be to a location designated by the MFD Commanding Officer based upon Agency Personnel's assignment each day. City will provide food for Agency Personnel while on duty. City MFD 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.

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, 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. Upon the City receiving the federal grant described in Section 7.4, below, Exhibit B may be updated to match the then-current federal regulations for the federal grant. The City expects to be awarded the federal grant in early 2020. Any costs

incurred by Agency prior to receiving pre-approval pursuant to (1), above, in this paragraph subsection (7.1.1) of this Section 7.1, are incurred at Agency's own risk

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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 by the City MFD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7 Agency Personnel is 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 MFD Commanding Officer or designee and the time that they check out with a City MFD 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 MFD. 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 MFD 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 established for the Agency Personnel by the City MFD Commanding Officer 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 six months before the Convention Security Period, and provide that estimate to Agency Transportation expenses will be estimated using the then-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 MFD 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, etc.)

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~~any available payment until the City is satisfied that corrective action has been taken or completed. This right is in addition to and not in lieu of the City's right of termination.

7.3 Failure of City to Obtain Security Grant Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all of City's security obligations under the Security Plan, Agency shall have no obligation to provide the services described in this Agreement and City shall not be obligated to remit the funds described in this Agreement to Agency unless reimbursed for such costs by the Host Committee, the DNC or any other entity.

7.4 Federal Grant Requirements Agency shall be reimbursed for allowable expenses as a sub-recipient 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 made available to Agency upon request after the grant is actually awarded. 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. Services and Procedures

8.1 Limitations of Authority The services to be provided shall be determined by City MFD and are limited in accordance with the procedures and assignments that shall be provided by City MFD.

8.2 Activities Methods employed by the Agency Personnel shall conform to the lawful commands of the City MFD Commanding Officer or his/her designee, City MFD 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 administrative proceedings and/or 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 MFD 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 No Business Association 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.

11.2 Agency Personnel Remain Employees of Agency Except to the extent covered by the reimbursement by City of 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 Personnel remain employees of Agency. 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 and— City is not obligated to reimburse Agency for those expenses under the terms of this Agreement. City shall not be obligated to reimburse Agency for those expenses to the extent required by state law under the terms of this Agreement.

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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 for investigation with appropriate notice to Agency.

12. Liability

12.1 Each Party Responsible for Own Acts or Omissions Each Party agrees that it will be responsible for its own acts and/or omissions and those of its Agency Personnel, officials, employees, representatives and agents in carrying out the terms of this

Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party

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 [Intentionally Left Blank]

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 hereby confirms that it is a "covered entity" for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), and 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 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.

13.6 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 of this Section, this paragraph shall not control.

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 ~~without cause~~, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may ~~withhold terminate this Agreement without payment of costs for any particular~~ Agency Personnel ~~employee if that Agency Personnel employee receives training from City MFD 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's Personnel employee fails to cure such default within seven calendar days after the City or City MFD provides Agency with notice of such failure~~.

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14.2 Termination by Agency

14.2.1 Agency may terminate this Agreement prior to March 13, 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 March 13, 2020, only upon the occurrence of an Agency Emergency Event. If Agency terminates prior to the Convention Security Period 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 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 subsecs 14 2 1 and 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 14 calendar days after the Agency provides City with notice of such failure

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 Chief Mark Rohlfling
711 West Wells Street
Milwaukee, WI 53233
mrohlfl@milwaukee.gov
Via email and paper copy sent via U S Mail

With courtesy copies, sent via email, which shall not constitute notice to

Deputy City Attorney Mary Schanning
City Hall, Room 800
200 East Wells Street
Milwaukee, WI 53202
Courtesy copy which shall not constitute notice to
mschan@milwaukee.gov

Assistant Chief David Votsis
711 West Wells Street

Milwaukee, WI 53233
dvotsi@milwaukee.gov

Deputy Chief Kevin Hafemann
711 West Wells Street
Milwaukee WI 53233
khafem@milwaukee.gov

To Agency Chief Adam J. Remington ~~[Agency to populate information]~~
City of Franklin Fire Department
8901 West Drexel Avenue
Franklin, Wisconsin 53132
ARemington@franklinwi.gov

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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

Mark Rohlffing, Fire Chief

Dated this _____ day of _____, 2020____

Martin Matson, City Comptroller

Dated this _____ day of _____, 2020____

Authorizing Resolution 191192

Approved as to Form and Execution

Office of the City Attorney

Dated this _____ day of _____, 2020____

CITY OF FRANKLIN

By _____

Stephen R. Olson, (Signature)

Its Mayor _____

(Title)

By _____

Sandra L. Wesolowski, City Clerk

Dated this _____ day of February _____, 2020____

1077-2018-1850-264960

Exhibit A

List of Agency Personnel to be provided to City MFD

| | | | | | |
|--------------------------------------|------------------------------|----------------------------|---|---|--------------------------------------|
| Agency: | | | | | |
| Agency Commanding Officer: | | | | | |
| Date: | | | | | |
| Commanding Officer Signature: | | | | | |
| Name | Payroll ID Number | Job Description | Hourly Wage Rate / Overtime Rate | Hourly Fringe Benefit Cost | Certifications / Licenses |
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Exhibit B

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

Portions in yellow will be updated after the federal DOJ BJA grant is awarded in early 2020

Exhibit C

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

Intergovernmental Agreement for Fire & Other Protection Services
for the 2020 Democratic National Convention in Milwaukee, Wisconsin

City of Franklin

This Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as of February __, 2020, (the “Effective Date”) by and between the City of Milwaukee, Wisconsin (“City”) and the City of Franklin, Wisconsin (the “Agency”) for the provision of Fire & Other Protection Services, as defined below, to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention dignitaries.

1. Definitions.

“Agreement” means this Intergovernmental Agreement for Fire & Other Protection 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 MFD Commanding Officer and to coordinate Agency Personnel in such a manner as to carry out those assignments. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

“Agency Personnel” means any and 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 firefighters, EMTs, paramedics, HazMat team members and other fire and rescue personnel employed by the Agency that are licensed or certified to perform such work according to Wisconsin state law and the local laws of the Agency.

“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 MFD.

“City MFD” means the City of Milwaukee Fire Department, a department of the City.

“City MFD Commanding Officer” means any City MFD staff holding any of the following positions: Incident Commander, Branch Director or Division Supervisor, as identified to Agency Personnel upon receiving their Convention assignment from the City MFD.

“City MFD Policies” means City MFD’s standard operating procedures, along with those state and local laws regulating Fire & Other Protection Services in the State of Wisconsin and the City of Milwaukee. City MFD Policies are available to Agency upon request.

“Convention” means the 2020 Democratic National Convention scheduled to take place July 13 to 16, 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 Fire & Other Protection Services are required to supplement the City’s Fire & Other Protection 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 July 10, 2020 through July 20, 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.

“Fire & Other Protection Services” means fire, emergency medical services (EMS), HazMat, technical rescue and any other services typically provided by a fire department. Fire & Other Protection Services includes the services of personnel but not the provision or usage of equipment owned by Agency other than personal equipment described in Section 5.9., below.

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

“In Writing” means a written document signed by a City MFD Commanding Officer utilizing forms created by City MFD. 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.

“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.

“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 and Fire & Other Protection 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 § 66.0301 allows a Wisconsin municipality to contract with other municipalities and with federally recognized Indian tribes and bands in Wisconsin for the receipt or furnishing of services, including Fire & Other Protection Services, or the joint exercise of any power or duty required or authorized by law.

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 July 13 to 16, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been or is expected to be classified by the USDHS 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 MFD is responsible for coordinating Fire & Other Protection Services 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 fire department personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency's fire department provides Fire & Other Protection Services to the City of Franklin, Wisconsin, under the authority granted by 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 or during such other period of time upon mutual written consent of the Agency Commanding Officer and City MFD Commanding Officer. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MFD Commanding Officer.

4. Organizational Structure.

4.1. Unified Incident 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 through a unified incident command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MFD is the Lead Local Fire Department. City MFD is the lead local fire department for purposes of Convention Security Plan. City MFD 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 MFD as necessary, or upon request of Agency.

4.3. City MFD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MFD Policies. Agency acknowledges its possession of and familiarity with the City MFD Policies due to prior interactions between City MFD and Agency under existing mutual aid and other shared services agreements. Agency shall disseminate City MFD Policies to Agency Personnel and shall

ensure that Agency Personnel have been trained on those City MFD Policies before the Convention Security Period. In the event of a conflict between relevant Agency policies and City MFD Policies, Agency will instruct its Agency Personnel to follow City MFD 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 MFD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MFD, and in conformance with the deadlines specified by City MFD. City MFD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MFD will need to accommodate the schedules of many different agencies.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to Fire & Other Protection Services in which Agency Personnel are already experienced, and are also licensed or certified to participate in under Wisconsin law.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by the City MFD 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 MFD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of the City MFD Commanding Officer and the requirements of the Security Plan shall control.

5.4. Agency Personnel "On Duty." If required by the assignments provided to Agency by the City MFD 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 MFD presently expects to provide a Field Operations Guide 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 MFD, the Milwaukee Police Department, the City Comptroller or 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 the Milwaukee Police

Department or Milwaukee City Attorney's Office as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in administrative, 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 MFD. Agency will provide to City MFD a list of all Agency Personnel that Agency intends to provide under this Agreement at least 4 months before the Convention Security Period. The list shall be provided in the format provided in Exhibit A and shall specify both the regular hourly wage rates and hourly overtime rates of each Agency Personnel with a description attached to Exhibit A that defines the criteria that would trigger the overtime rate to be charged during the Convention Security Period.

5.8. Agency Personnel Criteria. Each Agency Personnel provided by Agency shall meet the following criteria:

5.8.1. Each Agency Personnel must, at a minimum, be duly licensed or certified as a full-time professional firefighter qualified as a Firefighter Level II with EMT-Basic in the State of Wisconsin. Some Agency Personnel, as determined by City MFD, will be required to hold HazMat or technical rescue certifications or paramedic licenses. Statutory certification and licensing requirements for each Agency Personnel shall be forwarded to the City MFD with the list of all Agency Personnel required by section 5.7. Agency shall provide no Agency Personnel that does not meet these minimum requirements unless agreed to in writing in advance by City MFD.

5.8.2. Each Agency Personnel, by reason of experience, training and physical fitness, must be qualified and capable of performing the duties required of an active duty firefighter, HazMat personnel, EMT or paramedic assigned to an event of the Convention's size and scope and as relevant to that person's individual assignment.

5.8.3. Each Agency Personnel is required to complete training required by the Agency Personnel's Convention assignment as determined by City MFD or USSS.

5.8.4. [Intentionally left blank]

5.8.5. Each Agency Personnel must be an employee in good standing with the Agency. The Agency shall promptly notify City MFD in the event that any Agency Personnel is no longer in good standing with the Agency and the

Agency shall remove that person from the list of Agency Personnel providing services under this Agreement.

5.8.6. No Agency Personnel may have (i) been sued in an individual capacity in the last three years and adjudicated as negligent in providing Fire & Other Protection Services or liable for any civil rights violation, or (ii) had any sustained complaints for failing to comply with an employer's standard operating policies, procedures or guidelines that resulted in an injury to a person or property within the last five years.

5.9. Agency Personnel Equipment.

5.9.1 Each Agency Personnel shall be equipped by Agency at Agency's own expense, with an appropriate uniform and equipment customarily assigned to personnel filling the functions of the Agency Personnel's expected assigned Convention-related duties, including but not limited to: radio, Agency identification and personal protective equipment, or PPE (for firefighters this shall include NFPA-compliant structural firefighting ensemble and self-contained breathing apparatus with face piece).

5.9.2. Any equipment or gear that are not customarily assigned to Agency Personnel by Agency as described in subsection 5.9.1., above, may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MFD in writing no later than April 1, 2020, and City MFD consents In Writing to the use of the requested additional equipment, or (b) such equipment is provided by Agency pursuant to MABAS, as described in subsection 5.9.4.

5.9.3. Equipment sent with Agency Personnel shall be limited to equipment issued by Agency for its employees in the normal course. 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.

5.9.4. All equipment other than personal equipment described in subsection 5.9.1., above, provided by Agency for the Convention shall be provided pursuant the Mutual Aid Box Alarm System ("MABAS") and all terms of existing MABAS agreements shall control with regard to all Agency-owned equipment borrowed by City from Agency for the Convention.

5.10. City MFD Can Decline Agency Personnel. At any time during the term of this Agreement, City MFD 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 MFD declines assignment or deployment of Agency Personnel due to no fault of Agency

or Agency Personnel, City MFD 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 subsec. 14.2. 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 MFD 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 fire department 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 MFD or USSS.

6.2. Transportation and Food. Agency Personnel will commute to and from the City on the days they are assigned to provide Fire & Other Protection Services for the Convention. The commute will be to a location designated by the MFD Commanding Officer based upon Agency Personnel's assignment each day. City will provide food for Agency Personnel while on duty. City MFD 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.

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, 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. Upon the City receiving the federal grant described in Section 7.4., below, Exhibit B may be updated to match the then-current federal regulations for the federal grant. The City expects to be awarded the federal grant in early 2020. Any costs

incurred by Agency prior to receiving pre-approval pursuant to (1), above, in this paragraph, 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 by the City MFD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel is 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 MFD Commanding Officer or designee and the time that they check out with a City MFD 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 MFD. 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 MFD 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 established for the Agency Personnel by the City MFD Commanding Officer 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 six months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the then-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 MFD 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, etc.)

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. This right is in addition to and not in lieu of the City's right of termination.

7.3. Failure of City to Obtain Security Grant. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all of City's security obligations under the Security Plan, Agency shall have no obligation to provide the services described in this Agreement and City shall not be obligated to remit the funds described in this Agreement to Agency unless reimbursed for such costs by the Host Committee, the DNC or any other entity.

7.4. Federal Grant Requirements. Agency shall be reimbursed for allowable expenses as a sub-recipient 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 made available to Agency upon request after the grant is actually awarded. 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. Services and Procedures.

8.1. Limitations of Authority. The services to be provided shall be determined by City MFD and are limited in accordance with the procedures and assignments that shall be provided by City MFD.

8.2. Activities. Methods employed by the Agency Personnel shall conform to the lawful commands of the City MFD Commanding Officer or his/her designee, City MFD 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 administrative proceedings and/or 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 MFD 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. No Business Association. 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.

11.2. Agency Personnel Remain Employees of Agency. Except to the extent covered by the reimbursement by City of 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 Personnel remain employees of Agency. 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 and City is not obligated to reimburse Agency for those expenses under the terms of this Agreement.

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 for investigation with appropriate notice to Agency.

12. Liability.

12.1. Each Party Responsible for Own Acts or Omissions. Each Party agrees that it will be responsible for its own acts and/or omissions and those of its Agency Personnel, officials, employees, representatives and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party.

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. [Intentionally Left Blank]

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 hereby confirms that it is a “covered entity” for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), and 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. 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 the records retention period described in Section 13.4., above.

13.6. 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.

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 MFD 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 MFD provides Agency with notice of such failure.

14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to March 13, 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 March 13, 2020, only upon the occurrence of an Agency Emergency Event. 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 subsecs. 14.2.1. and 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 14 calendar days after the Agency provides City with notice of such failure.

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: Chief Mark Rohlfing
711 West Wells Street
Milwaukee, WI 53233
mrohl@milwaukee.gov
Via email and paper copy sent via U.S. Mail

With courtesy copies, sent via email, which shall not constitute notice to:

Deputy City Attorney Mary Schanning
City Hall, Room 800
200 East Wells Street
Milwaukee, WI 53202
Courtesy copy which shall not constitute notice to
mschan@milwaukee.gov

Assistant Chief David Votsis
711 West Wells Street
Milwaukee, WI 53233

dvotsi@milwaukee.gov

Deputy Chief Kevin Hafemann
711 West Wells Street
Milwaukee WI 53233
khafem@milwaukee.gov

To Agency: Chief Adam J. Remington
City of Franklin Fire Department
8901 West Drexel Avenue
Franklin, Wisconsin 53132
ARemington@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

Mark Rohlfing, Fire Chief

Dated this _____ day of _____, 2020.

Martin Matson, City Comptroller

Dated this _____ day of _____, 2020.

Authorizing Resolution: 191192

Approved as to Form and Execution:

Office of the City Attorney

Dated this _____ day of _____, 2020.

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

Dated this _____ day of February, 2020.

Exhibit A

List of Agency Personnel to be provided to City MFD

| Agency: | | | | | |
|--------------------------------------|----------------------|--------------------|---|-------------------------------------|------------------------------|
| Agency Commanding Officer: | | | | | |
| Date: | | | | | |
| Commanding Officer Signature: | | | | | |
| | | | | | |
| Name | Payroll ID Number | Job Description | Hourly Wage Rate / Overtime Rate | Hourly Fringe Benefit Cost | Certifications / Licenses |
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Exhibit B

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

Portions in yellow will be updated after the federal DOJ BJA grant is awarded in early 2020

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 |
| | | | | \$ - | \$ - | \$ - |
| Three sets of documentation are required: | | | | | | Pension Rate |
| 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. | | | | | | FICA Rate |
| | | | | | | 0.00% |
| 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. | | | | | | Medicare Rate |
| | | | | | | 0.00% |
| c. Final payroll costs submitted with reimbursement request (Reimbursement of Personnel Costs Worksheet – Outside Agencies and Reimbursement Request Form). | | | | | | 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 | Number of Officers | Number of Days (Combine To and From - Prorated) | Federal Per Diem Food Rate (Travel Days) | Total Cost |
| Note: Travel day meal per diems will not be reimbursed for outside agencies that are within 100 miles of Milwaukee. | | | \$ 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.XX/mile – This includes fuel. b. Private Vehicles – \$0.XX/mile – This includes fuel. c. Gov't Owned Vehicles – \$0.XX/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. | Description of Additional Cost | Amount of Total Cost |
| 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. | | \$ - |

| 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. | Salary | \$ - |
| | Per Diem | - |
| | Transportation | - |
| | Additional Expenses | - |
| Note: Credit card statements are not considered a valid document for the purposes of reimbursement. | Total Cost | \$ - |

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

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



Fire Department

Mark A. Rohlfing
Chief

David C. Votsis
Assistant Chief
Operations Bureau

Kevin D. Hafemann
Deputy Chief
2020 DNC/Homeland Security

December 6, 2019

Fire Chief Adam Remington
Franklin Fire Department
8901 W. Drexel Avenue
Franklin, WI. 53132

Chief Remington:

The City of Milwaukee (WI) has been designated as the host city for the 2020 Democratic National Convention, to be held July 13, 2020 through July 16, 2020. For planning purposes, the Convention Security Period may reasonably be expected to extend from approximately July 10, 2020 through July 17, 2020.

We anticipate needing additional personnel and equipment to fulfill the fire service requirements detailed in the *2020 Democratic National Convention Agreement with the City of Milwaukee* for the provision of *Fire & Other Protection Services* in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area as they are determined.

Included with this letter is an official *Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin* as an official request for personnel and/or equipment. Reimbursement procedures and legal details are outlined in the document for your consideration.

Sincerely,


MARK ROHLFING
Chief

MR/DV



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| | | |
|--|--|--|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 02-17-20 |
| REPORTS & RECOMMENDATIONS | Donation of Franklin Historical Society's Barn Museum | ITEM NUMBER <i>6.4.</i> |
| <p>The Franklin Historical Society is requesting that the City of Franklin accept their donation of the Barn Museum building in the Lions Legend Park. In addition, they are asking that budgeted funds be used to complete the requirements in the City's inspection report, as shown in the supporting documents for this item.</p> <p>(Mayor Olson recommends acceptance of the donation subject to approval and execution of a future Operations/Maintenance and Use Agreement between Franklin Historical and the City.)</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Motion to accept from the Franklin Historical Society to the City of Franklin the Barn Museum building in Lions Legend Park (subject to approval and execution of a future operations/maintenance and use Agreement between Franklin Historical and the City.)</p> <p>Or as directed</p> | | |



Franklin Historical Society
P.O. Box 320012
Franklin, WI 53132

414-421-6539

February 6, 2020

Mayor Steve Olson & Franklin Common Council
City of Franklin
9229 West Loomis Road
Franklin, WI. 53132

RE: Donation of Franklin Historical Society's Barn Museum

Dear Mayor Steve Olson & Franklin Common Council Members,

The Franklin Historical Society is honored at this time to donate to the City of Franklin our barn museum building in the City of Franklin's Lions Legend Park.

We would request that the city accept this donation and use some of the funds budgeted to complete the current requirements in the City of Franklin's inspection report. A copy of the report will be presented with this letter.

The barn museum brings great value to our fine city, and it is our hope that it can be completed for this year's Fourth of July's Civic Celebration to open the museum to all in Franklin. Thank you.

James J. Luckey
President Franklin Historical Society

CITY OF FRANKLIN

INSPECTION REPORT

9229 W Loomis Road, Franklin, Wisconsin 53132

Phone (414) 425-0084

Fax (414) 425-7513

REPORT DATE:

1/29/20

PERMIT NO.:

I20182739

INSPECTION DATE:

1/29/20

Owner:

City Of Franklin
9229 W Loomis Rd
Franklin, WI, 53132

Contractor:

Vesel Services LLC
dba Vesel Contractors
215 27 St
Caledonia WI 50108
eric@veselcontractors.com
FAX #

PARCEL NO.: 802-9995-001

ADDRESS : 8038 S Legend Dr

INSPECTION TYPE: B - Final Building

INSPECTION RESULT: Incomplete

INSPECTION RESULT OR DESCRIPTION OF CORRECTION REQUIRED:

Legend Park Historical Barn

- Install an ADA compliant landing at the exit door (Same elevation on each side and not subject to future frost action Size to be door width + 18 inch approach x 60 in depth Slope of 25 in / foot allowed)
- Paint or stain the exterior surfaces of the structure (Pine wood cladding is not rough-sawn as noted in the wall sections)
- Install "Exterior building lights "shown on the elevations
- Complete all outstanding design/build electrical work required
- Provide update on the barn lightning suppression system noted on the building plans (Not a code required item)

-TEMPORARY OCCUPANCY UNTIL APRIL 30, 2020

INSPECTOR: Ted Juerisson

**CORRECTIONS
EXPLAINED TO:**

CORRECTION DATE:

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| | | |
|------------------------------|--|--------------------------------|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE February 17, 2020 |
| Reports & Recommendations | A RESOLUTION FOR ACCEPTANCE OF EASEMENTS FOR RYANWOOD MANOR SANITARY SEWER, WATER MAIN, STORM DRAINAGE, AND STORM WATER MANAGEMENT ACCESS ON THE NORTHWEST CORNER OF S. 76 TH STREET AND W. OAKWOOD ROAD | ITEM NO. <i>6.5,</i> |

BACKGROUND

Pursuant to the development of Ryanwood Manor, please be advised that it is necessary to accept easements for sanitary, water main, storm and storm water management access.

ANALYSIS

The attached easements include the land to accommodate the referenced public improvements and all applicable appurtenances. The public improvements and all applicable appurtenances will be accepted after construction is complete and applicable inspection and testing indicate that the facilities are satisfactorily installed per applicable plans and specifications.

OPTIONS

- A. Accept easements. Or
- B. Refer back to Staff with further direction.

FISCAL NOTE

None

COUNCIL ACTION REQUESTED

(Option A) Motion to adopt Resolution No. 2020 - _____, a resolution for acceptance of easements for Ryanwood Manor sanitary sewer, water main, storm drainage, and storm water management access on the northwest corner of S. 76th Street and W. Oakwood Road.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

RESOLUTION FOR ACCEPTANCE OF EASEMENTS FOR RYANWOOD MANOR
SANITARY SEWER, WATER MAIN, STORM DRAINAGE, AND STORM WATER
MANAGEMENT ACCESS ON THE NORTHWEST CORNER OF S. 76TH STREET AND W.
OAKWOOD ROAD

WHEREAS, easements are required to maintain and operate a sanitary sewer, water main, and storm sewer system at Ryanwood Manor; and

WHEREAS, access to private storm water facilities may be needed.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept a permanent sanitary sewer easement, water main easement, storm drainage easement, and storm water management access easement, therefore the Mayor and City Clerk are hereby authorized and directed to execute the easements accepting them on behalf of the City.

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

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

STORM WATER MANAGEMENT ACCESS EASEMENT

RYANWOOD MANOR

THIS EASEMENT is made by and between RYANWOOD MANOR HOMEOWNERS ASSOCIATION, an unincorporated association and the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," collectively referred to as "Grantees," and OAKWOOD AT RYAN CREEK LLC, (a Limited Liability Company), as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor"

WITNESSETH

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

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property a storm water management basin as shown on the plan attached hereto as Exhibit "B", and

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the Grantees, and the payment of One Dollar (\$1 00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Southeast Quarter of Section Twenty-eight (28), Township Five (5) North, Range Twenty-one(21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area")

- 1 That said Facilities shall be maintained and kept in good order and condition by the Association, at the sole cost and expense of the Association. The City, at its sole discretion, may assume the rights of the Association to maintain the Facilities
- 2 That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Association, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Association to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities, provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence, provided further, however that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity"
- 3 That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area
- 4 In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage
- 5 The Grantor shall be responsible for the routine maintenance of land on which the easement is located

- 6 The Facilities shall be accessible for maintenance by the Association at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
- 7 That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
- 8 The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
- 9 The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage, provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
- 10 Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
- 11 This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns.
- 12 No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
- 13 If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
- 14 This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
- 15 Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

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

ON THIS DATE OF JUNE 17, 2019

OAKWOOD AT RYAN CREEK LLC

By [Signature]
STEVE DECLEENE - MANAGER

STATE OF WISCONSIN
COUNTY OF WAUKESHA SS

Before me personally appeared on the 17th day of JUNE, 2019, the above named STEVE DECLEENE, MANAGER of OAKWOOD AT RYAN CREEK LLC, to me known to be the person who executed the foregoing ~~Assignment~~ and acknowledged the same as the voluntary act and deed of said limited liability company.



Notary Public [Signature]
My commission expires 01-28-2022

CITY OF FRANKLIN

By _____
Stephen R Olson, Mayor

By _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

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

Notary Public _____

My commission expires _____

MORTGAGE HOLDER CONSENT

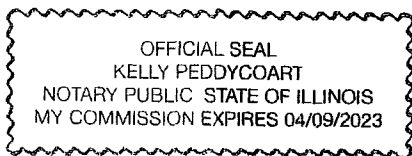
The undersigned, Midland State Bank, an Illinois banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on July 5th, 2016, as Document No 1619033, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property

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

Midland States Bank
an Illinois Banking Corporation
By Mandy Henning
Name Mandy Henning
Title Regional Portfolio Manager

STATE OF)
COUNTY OF) ss.

On this, the 19 day of JUNE, 2019, before me, the undersigned, personally appeared Mandy Henning, the Regional Portfolio Manager of Midland States Bank, an Illinois banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained



Name Kelly Pecklycoat
Notary Public Kelly Pecklycoat
State of Illinois
County of Effingham
My commission 4-9-23

This instrument was drafted by the City of Franklin

Approved as to contents
Date

Director of Public Works

Approved as to form only
Date

City Attorney

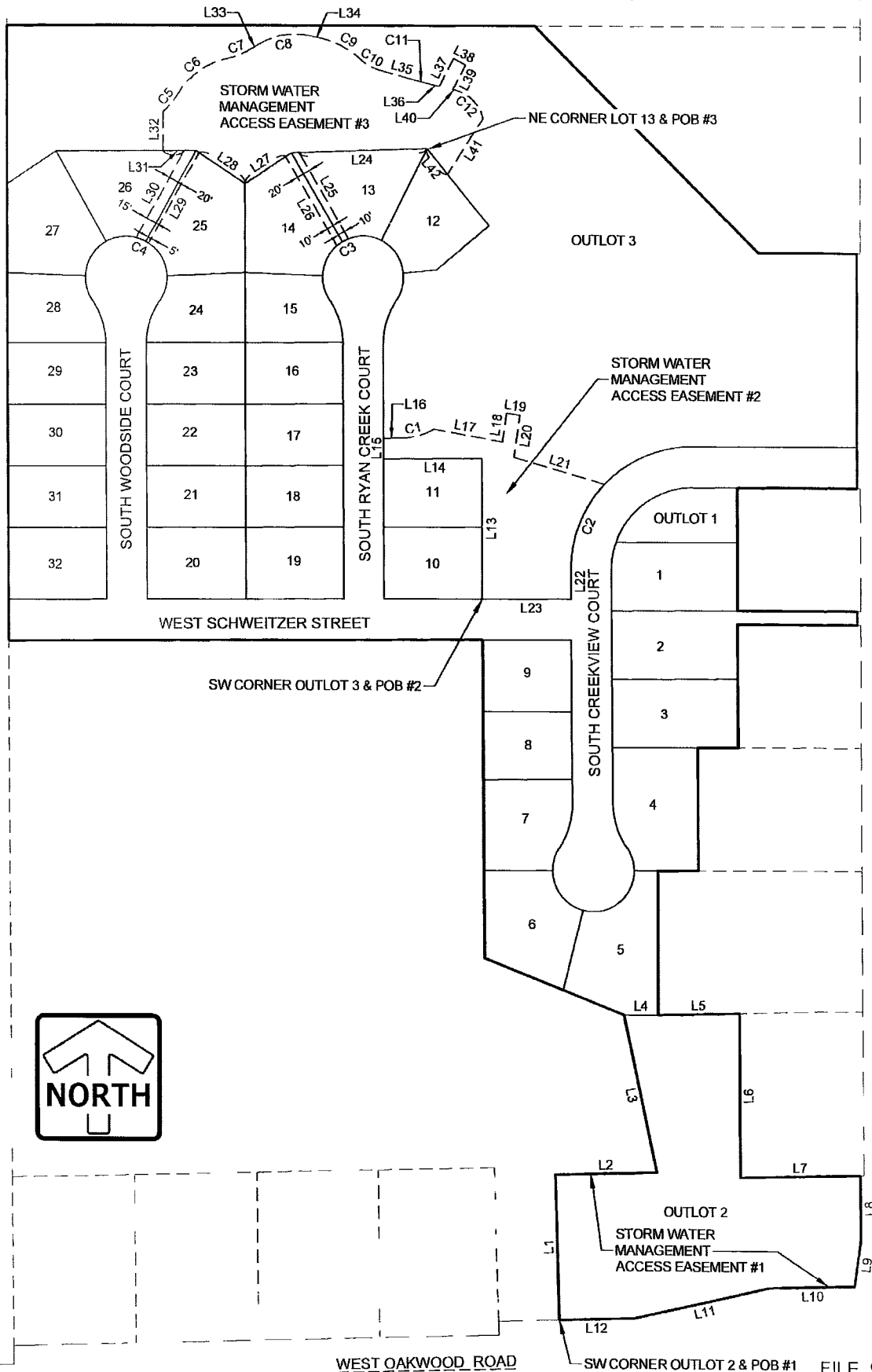
Exhibit A

(Description of the Property)

Ryanwood Manor, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No. 10878187, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

EXHIBIT B

(Description of the Facilities)



SOUTH 76TH STREET - COUNTY TRUNK HIGHWAY "U"

EXHIBIT B
(Description of the Facilities)

| LINE TABLE | | |
|------------|-------------|----------|
| LINE NO | BEARING | DISTANCE |
| L1 | N01°25'36"W | 211 61 |
| L2 | N88°34'24"E | 150 00' |
| L3 | N11°47'41"W | 234 63' |
| L4 | S89°58'28"E | 50 00' |
| L5 | N88°33'42"E | 121 03 |
| L6 | S00°14'11"E | 239 34' |
| L7 | N88°33'42"E | 177 00' |
| L8 | S00°14'11"E | 94 02' |
| L9 | S08°16'54"W | 67 74' |
| L10 | S88°25'24"W | 125 00' |
| L11 | S77°15'47"W | 206 66 |
| L12 | S88°25'24"W | 109 79' |
| L13 | N00°21'59"W | 205 00' |
| L14 | S89°38'01"W | 145 00' |
| L15 | N00°21'59"W | 29 74' |
| L16 | N89°38'01"E | 22 39' |
| L17 | S79°57'36"E | 102 61 |
| L18 | N07°49'51"E | 42 53' |
| L19 | S82°10'09"E | 20 00' |
| L20 | S07°49'51"W | 62 27' |
| L21 | S74°00'20"E | 140 00' |

| LINE TABLE | | |
|------------|-------------|----------|
| LINE NO | BEARING | DISTANCE |
| L22 | S00°21'59"E | 42 67' |
| L23 | S89°38'01"W | 131 57' |
| L24 | S87°53'33"W | 190 74 |
| L25 | S30°45'19"E | 146 18' |
| L26 | N30°45'19"W | 151 15 |
| L27 | S56°24'46"W | 71 70' |
| L28 | N56°31'42"W | 81 05' |
| L29 | S28°51'43"W | 151 80' |
| L30 | N28°51'43"E | 145 50' |
| L31 | S89°38'01"W | 31 94' |
| L32 | N00°21'59"W | 56 77' |
| L33 | N58°53'37"E | 18 67' |
| L34 | S77°29'50"E | 16 34' |
| L35 | S74°33'24"E | 54 38' |
| L36 | S77°29'30"E | 14 43' |
| L37 | N27°13'29"E | 45 83' |
| L38 | S62°46'31"E | 20 00' |
| L39 | S27°13'29"W | 40 58' |
| L40 | S77°29'30"E | 3 34' |
| L41 | S32°25'52"W | 96 37' |
| L42 | N39°12'13"W | 48 26' |

| CURVE TABLE | | | | | |
|-------------|---------|---------|-----------|---------------|-----------|
| CURVE NO | LENGTH | RADIUS | DELTA | CHORD BEARING | CH LENGTH |
| C1 | 54 66' | 110 00' | 28°28'17" | N75°23'53"E | 54 10' |
| C2 | 138 19' | 180 00' | 43°59'10" | S21°37'36"W | 134 82' |
| C3 | 20 09' | 60 00' | 19°11'17" | S59°14'41"W | 20 00' |
| C4 | 20 17' | 60 00' | 19°15'28" | N65°59'12"W | 20 07' |
| C5 | 36 70' | 115 00' | 18°17'07" | N40°20'24"E | 36 55' |
| C6 | 90 79' | 110 00' | 47°17'18" | N54°50'30"E | 88 23' |
| C7 | 30 78' | 90 00' | 19°35'32" | N68°41'23"E | 30 63' |
| C8 | 79 92' | 105 00' | 43°36'33" | N80°41'54"E | 78 00' |
| C9 | 65 95' | 125 00' | 30°13'39" | S62°23'01"E | 65 18' |
| C10 | 30 96' | 65 00' | 27°17'13" | S60°54'48"E | 30 66' |
| C11 | 25 36' | 495 00' | 2°56'05" | S76°01'27"E | 25 35' |
| C12 | 62 04' | 54 00' | 65°49'47" | S44°34'36"E | 58 69' |

Exhibit C

(Description of Easement Area)

Legal Description of the Storm Water Management Access Easement Easement #1

Outlot 2 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the southwest corner of said Outlot 2, thence North 01°25'36" West along the west line of said Outlot 2, 211.61 feet, thence North 88°34'24" East along the west line of said Outlot 2, 150.00 feet, thence North 11°47'41" West along the west line of said Outlot 2, 234.63 feet to the northwest corner of said Outlot 2, thence South 89°58'28" East along the north line of said Outlot 2, 50.00 feet, thence North 88°33'42" East along the north line of said Outlot 2, 121.03 feet to the northeast corner of said Outlot 2, thence South 00°14'11" East along the east line of said Outlot 2, 239.34 feet, thence North 88°33'42" East along the east line of said Outlot 2, 177.00 feet to the west right-of-way line of South 76th Street (CTH U), thence South 00°14'11" East along said west right-of-way line, 94.02 feet; thence South 08°16'54" West along said west right-of-way line, 67.74 feet to the north right-of-way line of West Oakwood Road, thence South 88°25'24" West along said north right-of-way line, 125.00 feet; thence South 77°15'47" West along said north right-of-way line, 206.66 feet, thence South 88°25'24" West along said north right-of-way line, 109.79 feet to the place of beginning

Legal Description of the Storm Water Management Access Easement Easement #2

All that part of Outlot 3 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the southwest corner of said Outlot 3, thence North 00°21'59" West along the west line of said Outlot 3, 205.00 feet, thence South 89°38'01" West along said west line, 145.00 feet to the east right-of-way line of South Ryan Creek Court, thence North 00°21'59" West along said east right-of-way line, 29.74 feet, thence North 89°38'01" East, 22.39 feet, thence easterly, 54.66 feet along the arc of a curve, radius of 110.00 feet, center lies to the left, chord bears North 75°23'53" East, 54.10 feet, thence South 79°57'36" East, 102.61 feet, thence North 07°49'51" East, 42.53 feet, thence South 82°10'09" East, 20.00 feet, thence South 07°49'51" West, 62.27 feet, thence South 74°00'20" East, 140.00 feet to the west right-of-way line of South Creekview Court, thence southerly, 138.19 feet along said west right-of-way line and the arc of a curve, radius of 180.00 feet, center lies to the left, chord bears South 21°37'36" West, 134.82 feet, thence South 00°21'59" East along said west right-of-way line, 42.67 feet to the north right-of-way line of West Schweitzer Street, thence South 89°38'01" West along said north right-of-way line, 131.57 feet to the place of beginning

Legal Description of the Storm Water Management Access Easement Easement #3

All that part of Lots 13, 14, 25, 26 and Outlot 3 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the northeast corner of said Lot 13, thence South 87°53'33" West along the north line of said Lot 13, 190.74 feet; thence South 30°45'19" East, 146.18 feet to the right-of-way line of South Ryan Creek Court, thence southwesterly, 20.09 feet along said right-of-way line and the arc of a curve, radius of 60.00 feet, center lies to the left, chord bears South 59°14'41" West, 20.00 feet, thence North 30°45'19" West, 151.15 feet to the north line of said Lot 14, thence South 56°24'46" West along said north line, 71.70 feet to the northeast corner of said Lot 25, thence North 56°31'42"

West along the north line of said Lot 25 81 05 feet, thence South 28°51'43" West, 151 80 feet to the right-of-way line of South Woodside Court, thence westerly, 20 17 feet along said right-of-way line and the arc of a curve, radius of 60 00 feet, center lies to the left, chord bears North 65°59'12" West, 20 07 feet, thence North 28°51'43" East, 145 50 feet to the north line of said Lot 26, thence South 89°38'01" West along the north line of said Lot 26, 31 94 feet, thence North 00°21'59" West, 56 77 feet, thence northeasterly, 36 70 feet along the arc of a curve, radius of 115 00 feet, center lies to the left, chord bears North 40°20'24" East, 36 55 feet, thence northeasterly, 90 79 feet along the arc of a curve, radius of 110 00 feet, center lies to the right, chord bears North 54°50'30" East, 88 23 feet, thence easterly, 30 78 feet along the arc of a curve, radius of 90 00 feet, center lies to the left, chord bears North 68°41'23" East, 30 63 feet, thence North 58°53'37" East, 18 67 feet, thence easterly, 79 92 feet along the arc of a curve, radius of 105 00 feet, center lies to the right, chord bears North 80°41'54" East, 78 00 feet, thence South 77°29'50" East, 16 34 feet, thence southeasterly, 65 95 feet along the arc of a curve, radius of 125 00 feet, center lies to the right, chord bears South 62°23'01" East, 65 18 feet, thence southeasterly, 30 96 feet along the arc of a curve, radius of 65 00 feet, center lies to the left, chord bears South 60°54'48" East 30 66 feet, thence South 74°33'24" East, 54 38 feet; thence easterly, 25 36 feet along the arc of a curve, radius of 495 00 feet, center lies to the left, chord bears South 76°01'27" East, 25 35 feet, thence South 77°29'30" East, 14 43 feet, thence North 27°13'29" East, 45 83 feet, thence South 62°46'21" East, 20 00 feet, thence South 27°13'29" West, 40 58 feet, thence South 77°29'30" East, 3 34 feet, thence southeasterly, 62 04 feet along the arc of a curve, radius of 54.00 feet, center lies to the right, chord bears South 44°34'36" East, 58 69 feet, thence South 32°25'52" West, 96 37 feet to the north line of said Lot 12, thence North 39°12'13" West along said north line, 48 26 feet to the place of beginning

SANITARY SEWER EASEMENT

RYANWOOD MANOR

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and OAKWOOD AT RYAN CREEK LLC, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor"

WITNESSETH

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

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a sanitary sewer, associated manholes, all as shown on the plan attached hereto as Exhibit "B", any Lift Station with auxiliary power enclosed in an above ground enclosure

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Southeast Quarter of Section Twenty-eight (28), Township Five (5), North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area")

- 1 That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns.).
- 2 That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities, provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence, provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."
- 3 That no structure may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing and landscaping may be constructed or placed with the Easement Area.

- 4 That, in connection with the construction by the Grantor of any structure or building abutting said easement area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
- 5 That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
- 6 The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
- 7 That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
- 8 The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
- 9 The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage, provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
- 10 Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
- 11 This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
- 12 No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
- 13 If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
- 14 This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

- 15 Upon completion of use of the Easement Area for the specific use as a sanitary sewerage lift station, the City shall remove the lift station, manholes, piping and the enclosure and cause the prompt restoration to a smooth surface contour and neat condition restoring the Easement Area into a condition similar to the remaining parcel as described in Exhibit "A"
- 16 Upon completion of use of the Easement Area for the specific use as a sanitary sewerage lift station and the restoration of the Easement Area by the City, the Easement Area, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate

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

ON THIS DATE OF 17th of June, 2019

OAKWOOD AT RYAN CREEK LLC

By [Signature]
STEVE DECLEENE - MANAGER

STATE OF Wisconsin
COUNTY OF WAUKESHA SS

Before me personally appeared on the 17th day of June, 2019, the above named STEVE DECLEENE, MANAGER of OAKWOOD AT RYAN CREEK LLC, to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company



Notary Public [Signature]
KEVIN A. ANDERSON
My commission expires 01-28-2022

By Stephen R Olson, Mayor

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

Notary Public _____

My commission expires _____

Approved as to contents

Date _____

City Engineer

Approved as to form only

Date _____

City Attorney

MORTGAGE HOLDER CONSENT

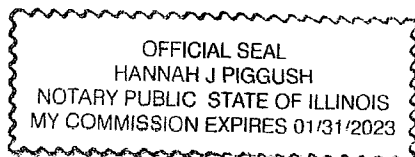
The undersigned, Midland States Bank, an Illinois banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 11th, 2019, as Document No 10878187, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

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

Midland States Bank
an Illinois Banking Corporation
By Mandy Henning
Name: Mandy Henning
Title: Regional Portfolio Manager

STATE OF Illinois
SS
COUNTY OF Effingham

On this, the 15 day of October, 2019, before me, the undersigned, personally appeared Mandy Henning, the Regional Portfolio Manager of Midland States Bank, an Illinois banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained



Name Hannah J Piggush
Notary Public Hannah J Piggush
State of Illinois
County of Effingham
My commission expires on. 01/31/2023

This instrument was drafted by the City of Franklin

Approved as to contents
Date

City of Franklin

Approved as to form only
Date

City Attorney

Exhibit A

(Description of the Property)

Ryanwood Manor, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No. 10878187, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

EXHIBIT B (Depiction of the Facilities)

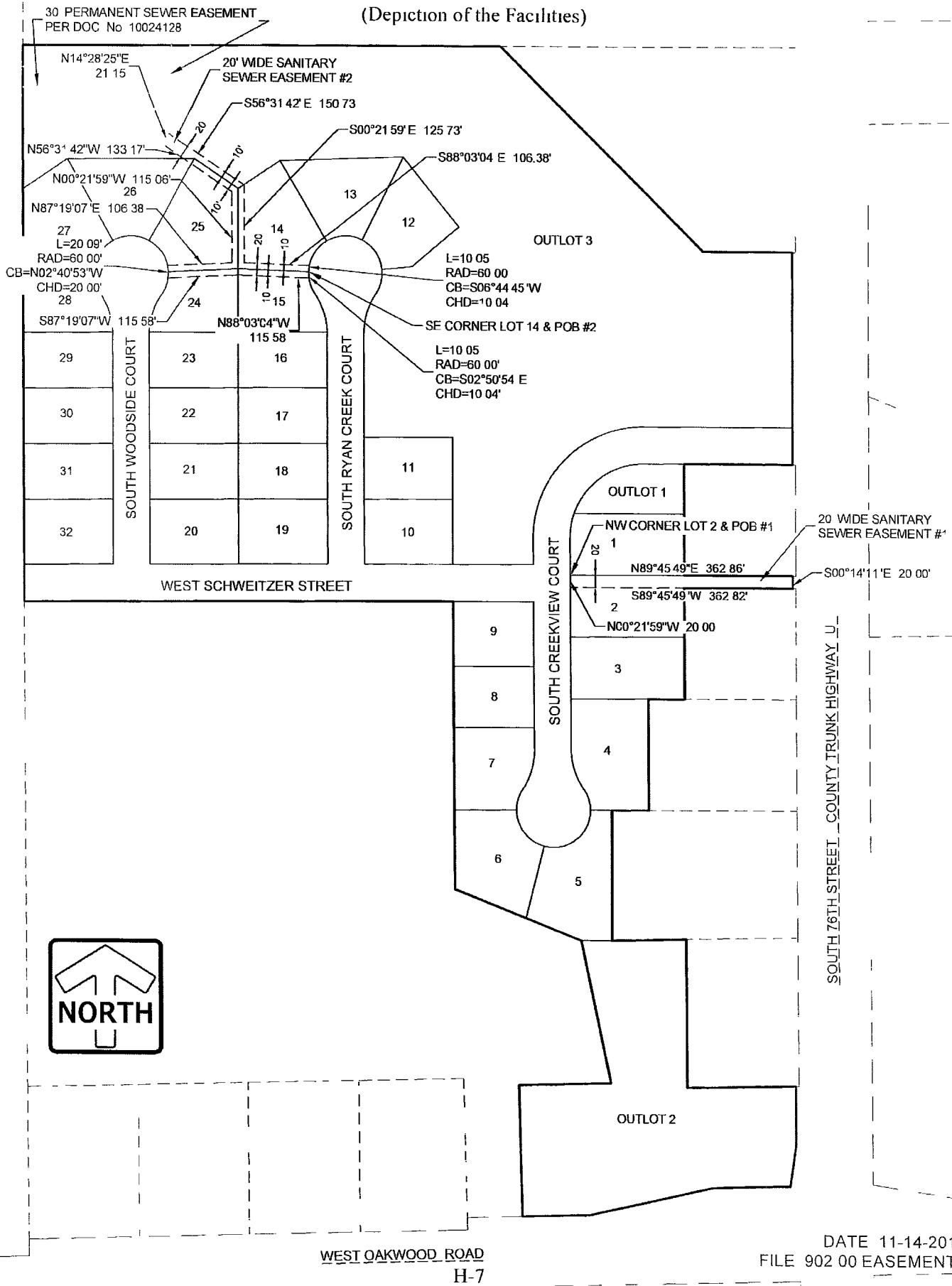


Exhibit C

(Description of Easement Area)

Legal Description of the Sanitary Sewer Easement #1

All that part of Lot 2 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the northwest corner of Lot 2, thence North 89°45'49" East along the north line of said Lot 2, 362.86 feet to the west right-of-way line of South 76th Street (CTH U), thence South 00°14'11" East along said west right-of-way line, 20.00 feet, thence South 89°45'49" West, 362.82 feet to the east right-of-way line of South Creekview Court, thence North 00°21'59" West along said east right-of-way line, 20.00 feet to the place of beginning

Legal Description of the Sanitary Sewer Easement #2

All that part of Lots 14, 15, 24, 25, 26 and Outlot 3 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the southeast corner of said Lot 14, thence southerly, 10.05 feet along the west right-of-way line of South Ryan Creek Court and the arc of a curve, radius of 60.00 feet, center lies to the left, chord bears South 02°50'54" East, 10.04 feet, thence North 88°03'04" West, 115.58 feet, thence South 87°19'07" West, 115.58 feet to the east right-of-way line of South Woodside Court, thence northerly, 20.09 feet along said east right-of-way line and the arc of a curve, radius of 60.00 feet, center lies to the left, chord bears North 02°40'53" West, 20.00 feet, thence North 87°19'07" East, 106.38 feet, thence North 00°21'59" West, 115.06 feet, thence North 56°31'42" West, 133.17 feet to the east line of a 30' wide permanent sewer easement per Document No. 10024128, thence North 14°28'25" East along said east easement line, 21.15 feet, thence South 56°31'42" East, 150.73 feet, thence South 00°21'59" East, 125.73 feet, thence South 88°03'04" East, 106.38 feet to the west right-of-way line of South Ryan Creek Court, thence southerly, 10.05 feet along said west right-of-way line and the arc of a curve, radius of 60.00 feet, center lies to the left, chord bears South 06°44'45" West, 10.04 feet to the place of beginning

Prepared November 14, 2018 Pinnacle Engineering Group Job #902 00-WI

L: ENGDOCS\Design Standards\Design Standards\In Progress 4 3 2017\2017 Updated Design Standards Appendix H Easement for Sanitary Sew #6.doc

WATER MAIN EASEMENT

RYANWOOD MANOR

THIS EASEMENT, is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and OAKWOOD AT RYAN CREEK LLC, as owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor"

WITNESSETH

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

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

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Southeast Quarter (SE 1/4) of Section Twenty-eight (28), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area")

UPON CONDITION

- 1 That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns)
- 2 That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance, except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from

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

- 3 That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area
- 4 That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage
- 5 That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid The Grantor shall be responsible for the routine maintenance of land on which the easement is located
- 6 All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5 12 of the "Rules and Regulations Governing Water Service" dated and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements, except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service "
- 7 The Facilities shall be accessible for maintenance by the City at all times The owner shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned, or delayed
- 8 That the Grantor shall submit plans for all surface alterations of plus or minus 0 50 foot or greater within the limits of said easement Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned, or delayed
- 9 The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors, and assigns
- 10 The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage, provided, however, that the foregoing waivers

shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated

- 11 Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees
- 12 This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns
- 13 No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition
- 14 If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law
- 15 This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin
- 16 It is understood that in the event the above described Real Estate may become portions of public streets, in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised
- 17 That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed

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

ON THIS DATE OF JUNE 17th, 2019

OAKWOOD AT RYAN CREEK LLC

By [Signature]
STEVE DECLEENE - MANAGER

STATE OF WISCONSIN
COUNTY OF WAUKESHA SS

Before me personally appeared on the 17th day of JUNE, 2019, the above named STEVE DECLEENE, MANAGER of OAKWOOD AT RYAN CREEK LLC, to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company



Notary Public [Signature]
My commission expires 01-28-2022

CITY OF FRANKLIN

By _____
Stephen R. Olson, Mayor

By _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents
Date

Manager of Water Works of Franklin

Approved as to form only
Date

City Attorney

MORTGAGE HOLDER CONSENT

The undersigned, Midland States Bank, an Illinois banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 11th, 2019, as Document No. 10878187, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

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

Midland States Bank
an Illinois Banking Corporation

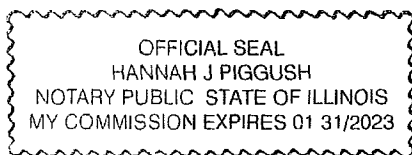
By Mandy Henning

Name: Mandy Henning

Title: Regional Portfolio Mgr

STATE OF Illinois SS
COUNTY OF Effingham

On this, the 15th day of October, 2019, before me, the undersigned, personally appeared Mandy Henning, the Regional Portfolio Mgr of Midland States Bank, an Illinois banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.



Name Hannah J Piggush
Notary Public Hannah J Piggush
State of Illinois
County of Effingham
My commission expires on 01/31/2023

This instrument was drafted by the City of Franklin.

Approved as to contents
Date

City of Franklin

Approved as to form only
Date

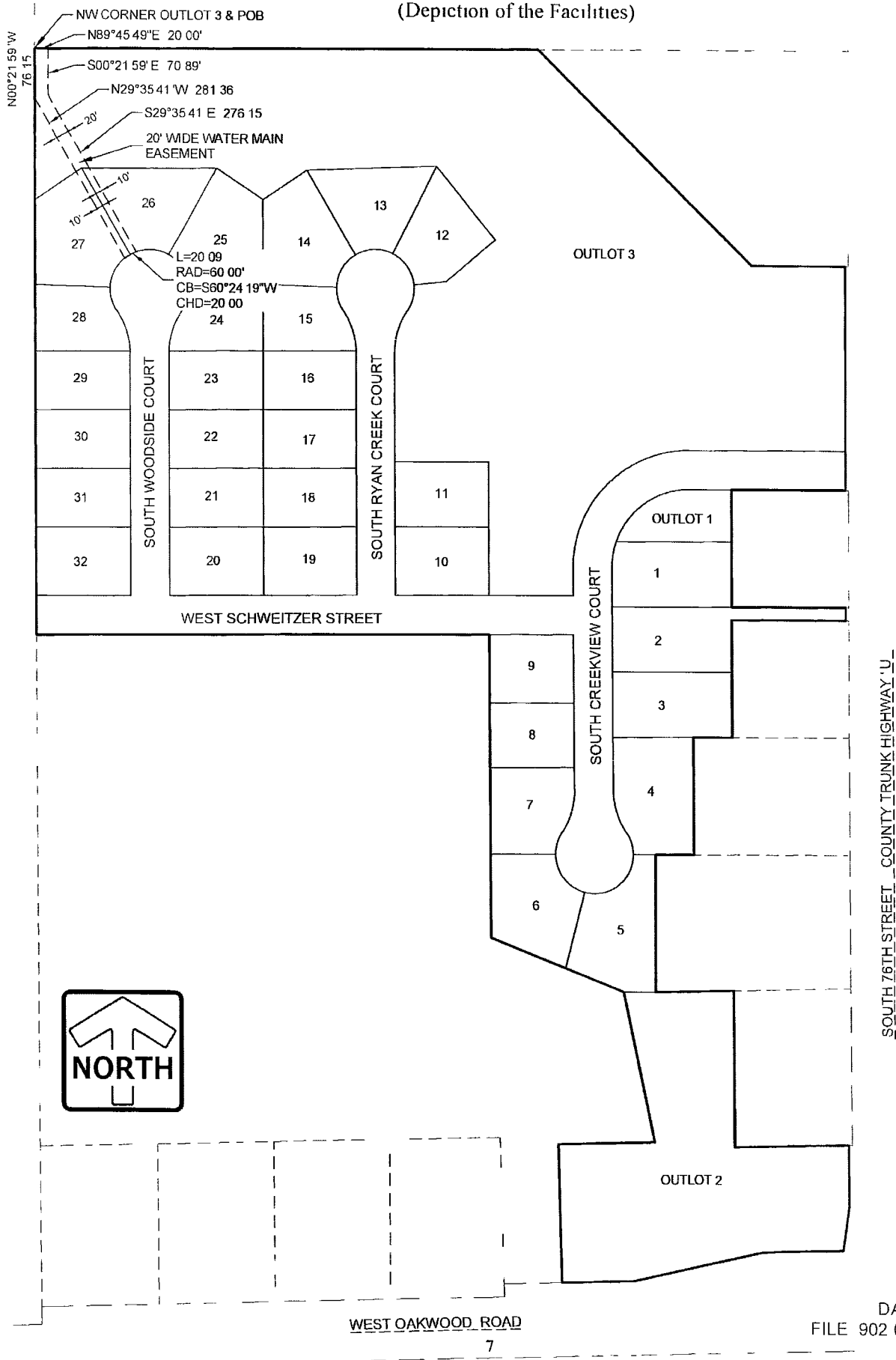
City Attorney

Exhibit A

(Description of the Property)

Ryanwood Manor, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No 10878187, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

EXHIBIT B (Depiction of the Facilities)



DATE 11-14-2018
FILE 902 00 EASEMENTS

Exhibit C

(Description of Easement Area)

Legal Description of the Watermain Easement

All that part of Lots 26, 27 and Outlot 3 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the northwest corner of said Outlot 3, thence North 89°45'49" East along the north line of said Outlot 3, 20 00 feet, thence South 00°21'59" East, 70 89 feet, thence South 29°35'41" East, 276 15 feet to the west right-of-way line of South Woodside Court, thence southwesterly, 20 09 feet along said west right-of-way line and the arc of a curve, radius of 60 00 feet, center lies to the left, chord bears South 60°24'19" West, 20 00 feet; thence North 29°35'41" West, 281 36 feet to the west line of said Outlot 3, thence North 00°21'59" West along said west line, 76 15 feet to the place of beginning

STORM DRAINAGE EASEMENT

RYANWOOD MANOR

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and OAKWOOD AT RYAN CREEK, LLC (a Limited Liability Company), as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor"

WITNESSETH

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

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property a storm drainage system consisting of an open swale (ditch) and/or storm sewers with manholes and catch basins, all as shown on the plan attached hereto as Exhibit "B", and

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1 00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Southeast Quarter of Section Twenty-eight (28), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area")

- 1 That said Easement Area, including the ground cover and landscaping within that area, shall be maintained by the Grantor (including heirs, executors, administrators, successors, and assigns)
- 2 That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance, except that the City will in no case be responsible for replacing or paying

for replacing any aesthetic plantings, fences, or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities, provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence, provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

- 3 That no structure, fence, plantings or other improvements may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing, landscape planting and fence may be constructed if drainage swale is enclosed in storm sewer as approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed
- 4 That in connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage
- 5 That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located
- 6 The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements
- 7 The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed
- 8 That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said Easement Area. Said alterations shall be made only with

the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed

- 9 The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns
- 10 The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage, provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated
- 11 Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees
- 12 This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns
- 13 No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition
- 14 If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law
- 15 This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin
- 16 It is understood that at some point in the future all or a portion of the Easement Area may become portions of public streets in which event, in the City's proceedings for the acquisition of the portion of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised
- 17 That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed

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

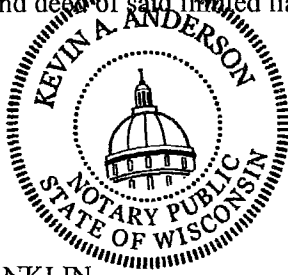
ON THIS DATE OF June 17th, 2019

OAKWOOD AT RYAN CREEK LLC

By [Signature]
STEVE DECLEENE - MANAGER

STATE OF WISCONSIN
COUNTY OF WAUKESHA SS

Before me personally appeared on the 17th day of June, 2019, the above named STEVE DECLEENE, MANAGER of OAKWOOD AT RYAN CREEK LLC, to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company



Notary Public [Signature]
My commission expires 01-28-2022

CITY OF FRANKLIN

By _____
Stephen R. Olson, Mayor

By _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
COUNTY OF MILWAUKEE SS

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

Notary Public _____

My commission expires _____

MORTGAGE HOLDER CONSENT

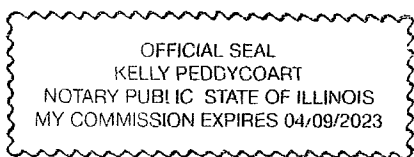
The undersigned, Middlestar - LLC, an Illinois banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County Wisconsin, on July, 2018 as Document No 107463 hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property

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

Midland Trust Bank
an Illinois Banking Corporation
By W. B. G. G.
Name W. B. G. G.
Title President

STATE OF)
COUNTY OF) ss

On this, the 19 day of June, 2019, before me, the undersigned personally appeared Marcky Henning, the Regional Portfolio Manager of Midland States Bank, an Illinois banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained



Name Kelly Peckroft
Notary Public Kelly Peckroft
State of Illinois
County of Effingham
My commission 4-9-23

This instrument was drafted by the City of Franklin

Approved as to contents
Date

Director of Public Works

Approved as to form only
Date

City Attorney

Exhibit A

(Description of the Property)

Ryanwood Manor, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No 10878187, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

EXHIBIT B

(Depiction of the Facilities)

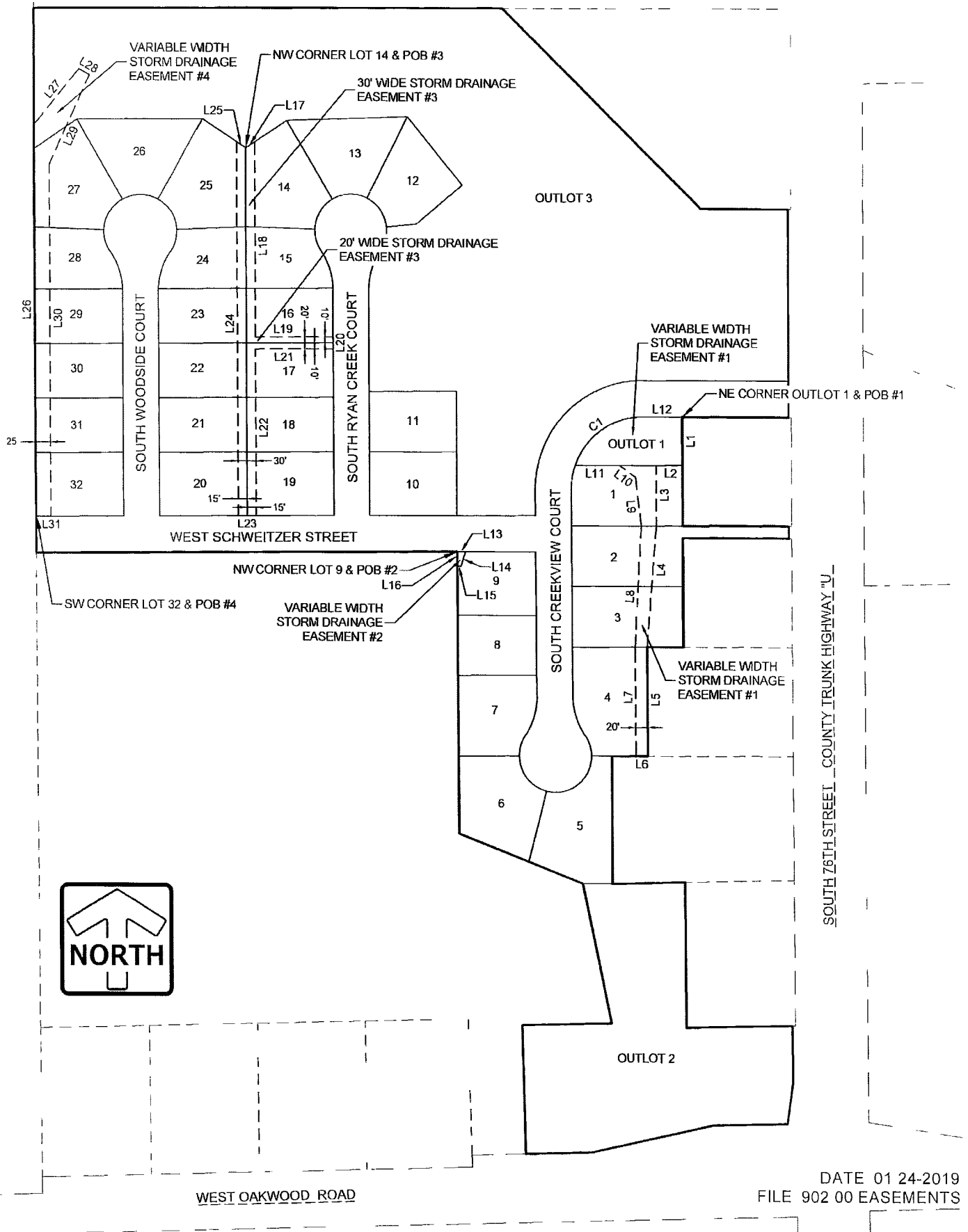


EXHIBIT B
(Depiction of the Facilities)

| LINE TABLE | | |
|------------|-------------|----------|
| LINE NO | BEARING | DISTANCE |
| L1 | S00°14'11"E | 80 00' |
| L2 | S89°45'49"W | 43 75' |
| L3 | S00°14'11"E | 100 00' |
| L4 | S04°24'31"W | 200 66' |
| L5 | S00°14'11"E | 180 00' |
| L6 | S89°45'49"W | 20 00' |
| L7 | N00°14'11"W | 179 95' |
| L8 | N02°58'56"E | 200 36' |
| L9 | N06°50'43"W | 81 01' |
| L10 | N54°18'39"W | 33 28' |
| L11 | S89°45'49"W | 74 11' |
| L12 | N89°45'49"E | 66 00' |
| L13 | N89°38'01"E | 14 58' |
| L14 | S18°52'18"W | 25 58' |
| L15 | N71°07'42"W | 6 51' |
| L16 | N00°21'59"W | 22 01' |

| LINE TABLE | | |
|------------|-------------|----------|
| LINE NO | BEARING | DISTANCE |
| L17 | N56°24'46"E | 17 93' |
| L18 | S00°21'59"E | 321 90' |
| L19 | N89°38'01"E | 130 00' |
| L20 | S00°21'59"E | 20 00' |
| L21 | S89°38'01"W | 130 00' |
| L22 | S00°21'59"E | 275 00' |
| L23 | S89°38'01"W | 30 00' |
| L24 | N00°21'59"W | 617 13' |
| L25 | S56°31'42"E | 18 06' |
| L26 | N00°21'59"W | 646 86' |
| L27 | N39°00'08"E | 117 83' |
| L28 | S60°05'02"E | 20 00' |
| L29 | S24°07'14"W | 161 67' |
| L30 | S00°21'59"E | 580 74' |
| L31 | S89°38'01"W | 25 00' |

| CURVE TABLE | | | | | |
|-------------|---------|---------|-----------|---------------|-----------|
| CURVE NO | LENGTH | RADIUS | DELTA | CHORD BEARING | CH LENGTH |
| C1 | 147 72' | 120 00' | 70°31'44" | N54°29'57"E | 138 56' |

Exhibit C

(Description of Easement Area)

Legal Description of the Storm Drainage Easement #1

All that part of Lots 1, 2, 3, 4 and Outlot 1 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the northeast corner of said Outlot 1, thence South 00°14'11" East along the east line of said Outlot 1, 80 00 feet to the southeast corner of said Outlot 1, thence South 89°45'49" West along the south line of said Outlot 1, 43 75 feet, thence South 00°14'11" East, 100 00 feet, thence South 04°24'31" West, 200 66 feet to the northeast corner of said Lot 4, thence South 00°14'11" East along the east line of said Lot 4, 180 00 feet to the southeast corner of said Lot 4, thence South 89°45'49" West along the south line of said Lot 4, 20 00 feet, thence North 00°14'11" West, 179 95 feet, thence North 02°58'56" East, 200 36 feet, thence North 06°50'43" West, 81 01 feet, thence North 54°18'39" West, 33 28 feet to the south line of said Outlot 4, thence South 89°45'49" West along said south line, 74.11 feet to the east right-of-way line of South Creekview Court, thence northeasterly, 147 72 feet along said east right-of-way line and the arc of a curve, radius of 120 00 feet, center lies to the right, chord bears North 54°29'57" East, 138 56 feet, thence North 89°45'49" East along said right-of-way line, 66 00 feet to the place of beginning

Legal Description of the Storm Drainage Easement #2

All that part of Lot 9 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the northwest corner of said Lot 9, thence North 89°38'01" East along the south right-of-way line of West Schweitzer Street, 14 58 feet; thence South 18°52'18" West, 25 58 feet, thence North 71°07'42" West, 6 51 feet to the west line of said Lot 9, thence North 00°21'59" West along said west line, 22 01 feet to the place of beginning

Legal Description of the Storm Drainage Easement #3

All that part of Lots 14 through 25 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the northwest corner of said Lot 14, thence North 56°24'46" East along the north line of said Lot 14, 17 93 feet, thence South 00°21'59" East, 321 90 feet, thence North 89°38'01" East, 130 00 feet to the west right-of-way line of South Ryan Creek Court, thence South 00°21'59" East along said west right-of-way line, 20 00 feet; thence South 89°38'01" West, 130 00 feet, thence South 00°21'59" East, 275 00 feet to the north right-of-way line of West Schweitzer Street, thence South 89°38'01" West along said north right-of-way line, 30 00 feet, thence North 00°21'59" West, 617 13 feet to the north line of said Lot 25; thence South 56°31'42" East along said north line, 18 06 feet to the place of beginning

Legal Description of the Storm Drainage Easement #4

All that part of Lots 27 through 32 and Outlot 3 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Beginning at the southwest corner of said Lot 32, thence North 00°21'59" West along the west subdivision line, 646.86 feet, thence North 39°00'08" East, 117.83 feet, thence South 60°05'02" East, 20.00 feet, thence South 24°07'14" West, 161.67 feet, thence South 00°21'59" East, 580.74 feet to the north right-of-way line of West Schweitzer Street, thence South 89°38'01" West along said north right-of-way line, 25.00 feet to the place of beginning

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| | | |
|------------------------------|---|---------------------------------|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 02/17/20 |
| REPORTS & RECOMMENDATIONS | RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A SPECIAL USE FOR FIVE 8-UNIT MULTI-FAMILY RESIDENTIAL APARTMENT BUILDINGS (40 UNITS) USE UPON PROPERTY LOCATED AT APPROXIMATELY SOUTH SCEPTER DRIVE AND WEST CHURCH STREET (WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT, LLC, APPLICANT) | ITEM NUMBER <i>C-6</i> |

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 special use for five 8-unit multi-family residential apartment buildings (40 units) use upon property located at approximately South Scepter Drive and West Church Street (William Bodner, managing member, Bodner Property Management, LLC, applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

The applicant submitted a conservation easement for Common Council approval to comply with condition No. 4 of Special Use Resolution 2019-7553:

The applicant shall prepare a Conservation Easement for all protected natural resource features for staff review and Common Council approval, and recording with the Milwaukee County Register of Deeds, prior to issuance of a Building Permit.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2020-_____, a resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a special use for five 8-unit multi-family residential apartment buildings (40 units) use upon property located at approximately South Scepter Drive and West Church Street (William Bodner, managing member, Bodner Property Management, LLC, applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2020-_____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A
SPECIAL USE FOR A FIVE 8-UNIT MULTI-FAMILY RESIDENTIAL APARTMENT
BUILDINGS (40 UNITS) USE UPON PROPERTY LOCATED AT APPROXIMATELY
SOUTH SCEPTER DRIVE AND WEST CHURCH STREET
(WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY
MANAGEMENT, LLC, APPLICANT)

WHEREAS, the Common Council having approved a Special Use upon the application of William Bodner, managing member, Bodner Property Management, LLC, on October 15, 2019, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the wetlands, wetland buffers, wetland setbacks and young woodlands on the site; and

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

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

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

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

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT

WILLIAM BODNER, BODNER PROPERTY MANAGEMENT, LLC

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

Knollwood Legacy Apartments
8000 South Scepter Drive
Tax Key No. 795-9999-008

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 Bodner Property Management, LLC, a Wisconsin Limited Liability Company, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

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

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, the young woodland, the wetland buffer and the wetlands shown within the Conservancy Easement and the Natural Resource Protection Plan dated 09-11-19, prepared by Ellena Engineering Consultants, LLC, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

WHEREAS, Grantee is a "holder", as contemplated by § 700.40(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,

WHEREAS, _____, mortgagee of the protected property ("Mortgagee"), consents to the grant of this conservation easement by Grantor to Grantee and Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent"

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 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
Bodner Property Management, LLC
Attn William Bodner
11514 N Port Washington Rd, Suite 1
Mequon, WI 53092

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

In witness whereof, the Grantor has set his hand *and seal* on this date of _____, 20__

By _____
William Bodner, Owner

STATE OF WISCONSIN)
) ss
_____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, as _____ of Bodner Property Management, LLC, a Wisconsin Limited Liability Company, to me known to be the person[s] who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said _____

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 _____, 20__

CITY OF FRANKLIN

By _____
Stephen R. Olson, Mayor

By _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents

Régulo Martínez-Montilva
Associate Planner
Department of City Development

Date

Approved as to form only

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

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

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

a Wisconsin Banking Corporation

By _____

Name _____

Title _____

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

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

Name. _____

Notary Public

My commission expires _____

EXHIBIT A CONSERVATION EASEMENT

LEGAL DESCRIPTION

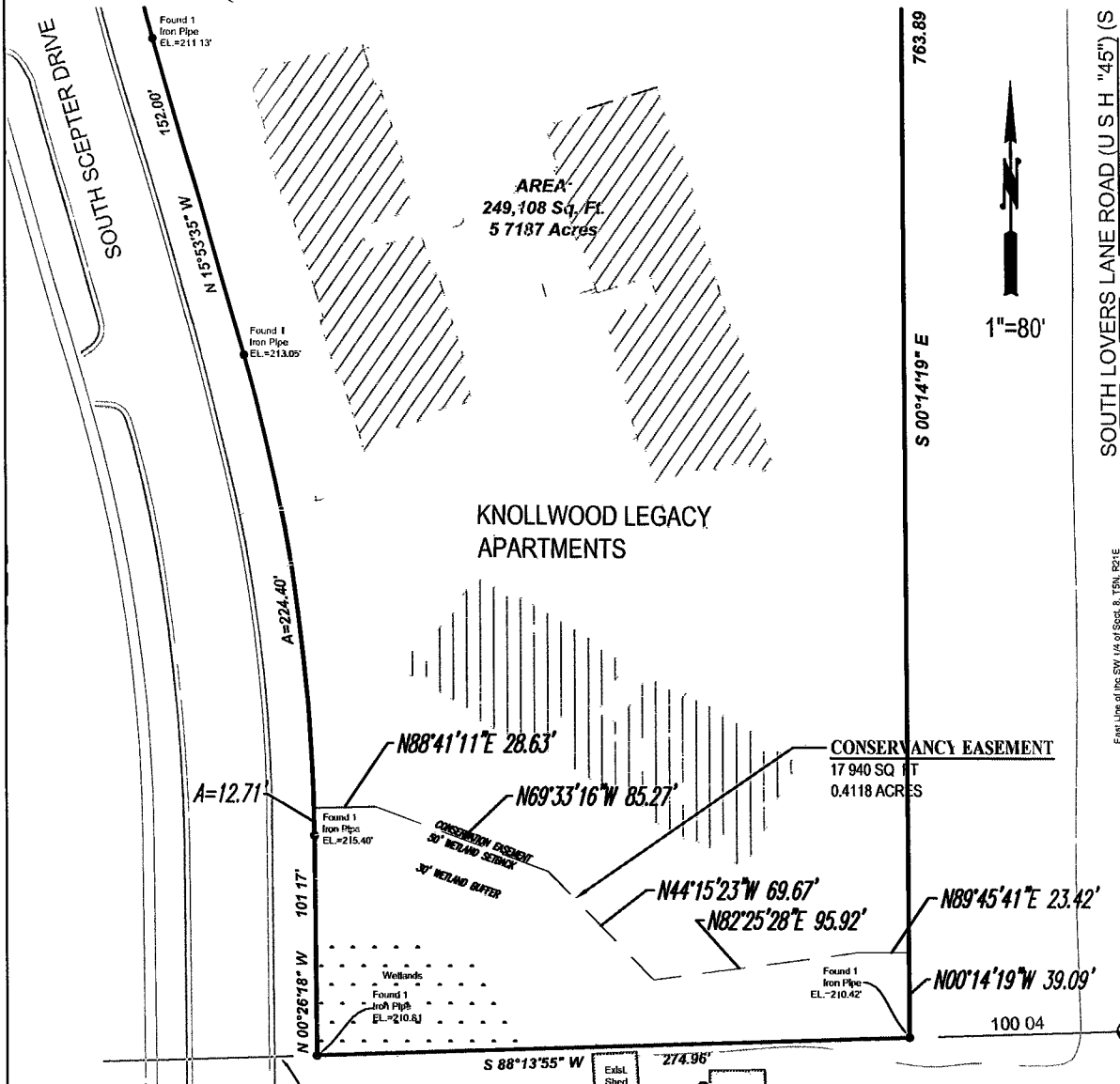
BEING A PART OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION EIGHT (8), IN TOWNSHIP FIVE (5) NORTH RANGE TWENTY-ONE (21) EAST IN THE CITY OF FRANKLIN MILWAUKEE COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4,

THENCE SOUTH 88° 13' 55" WEST, A DISTANCE OF 100.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH LOVERS LANE ROAD (U.S.H. "45") (S.T.H. "100") AND THE POINT OF BEGINNING

THENCE CONTINUING SOUTH 88° 13' 55" WEST, A DISTANCE OF 274.96 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH SCEPTER DRIVE THENCE NORTH 00° 26' 18" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 101.17 FEET TO THE ARC OF A CURVE, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE 12.71 FEET ALONG THE ARC OF A CURVE WHOSE CENTER IS SOUTH 89° 33' 43" WEST A RADIAL DISTANCE OF 831.91 FEET AND WHOSE CHORD BEARS NORTH 00° 52' 34" WEST 12.71 FEET THENCE NORTH 88° 41' 11" EAST ALONG THE CONSERVANCY LINE, A DISTANCE OF 28.63 FEET TO A POINT, THENCE NORTH 69° 33' 16" WEST ALONG SAID CONSERVANCY LINE, A DISTANCE OF 85.27 FEET TO A POINT THENCE NORTH 44° 15' 23" WEST ALONG SAID CONSERVANCY LINE A DISTANCE OF 69.67 FEET TO A POINT THENCE NORTH 82° 25' 28" EAST ALONG SAID CONSERVANCY LINE A DISTANCE OF 95.92 FEET TO A POINT, THENCE NORTH 89° 45' 41" EAST ALONG SAID CONSERVANCY LINE A DISTANCE OF 23.42 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH LOVERS LANE ROAD (U.S.H. "45") (S.T.H. "100") THENCE SOUTH 00° 14' 19" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 39.09 FEET TO THE POINT OF BEGINNING

CONTAINING 17,940 SQUARE FEET OR 0.4118 ACRES



DATE: 02-07-2020

Ellena Engineering Consultants, LLC • 700 Pilgrim Parkway - Suite 100
Phone: 262-719-6183 • Fax: 866-457-2584 • Email: mellena@eeceng.com

| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 02/17/20 |
|--|---|---------------------------------|
| REPORTS & RECOMMENDATIONS | <p>RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A SPECIAL USE FOR FIVE 8-UNIT MULTI-FAMILY RESIDENTIAL APARTMENT BUILDINGS (40 UNITS) USE UPON PROPERTY LOCATED AT APPROXIMATELY SOUTH SCEPTER DRIVE AND WEST CHURCH STREET</p> <p>(WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY MANAGEMENT, LLC, APPLICANT)</p> | ITEM NUMBER <i>G. 7.</i> |
| <p>City Development staff recommends approval of a resolution authorizing certain officials to accept a landscape bufferyard easement for and as part of the approval of a special use for five 8-unit multi-family residential apartment buildings (40 units) use upon property located at approximately South Scepter Drive and West Church Street (William Bodner, managing member, Bodner Property Management, LLC, applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.</p> <p>The applicant submitted a landscape bufferyard easement for Common Council approval to comply with condition No. 5 of Special Use Resolution 2019-7553:</p> <p><i>The applicant shall prepare a Landscape Bufferyard Easement for staff review, Common Council approval, and recording with the Milwaukee County Register of Deeds Office prior to issuance of a Building Permit.</i></p> <p>It is noted that this easement allows the placement of structures as long as the location is in compliance with previously approved plans of Resolution 2019-7553.</p> <p>COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2020-_____, a resolution authorizing certain officials to accept a landscape bufferyard easement for and as part of the approval of a special use for five 8-unit multi-family residential apartment buildings (40 units) use upon property located at approximately South Scepter Drive and West Church Street (William Bodner, managing member, Bodner Property Management, LLC, applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.</p> | | |

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 2-10-2020]

RESOLUTION NO. 2020-_____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE
BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A SPECIAL
USE FOR A FIVE 8-UNIT MULTI-FAMILY RESIDENTIAL APARTMENT
BUILDINGS (40 UNITS) USE UPON PROPERTY LOCATED AT APPROXIMATELY
SOUTH SCEPTER DRIVE AND WEST CHURCH STREET
(WILLIAM BODNER, MANAGING MEMBER, BODNER PROPERTY
MANAGEMENT, LLC, APPLICANT)

WHEREAS, the Common Council having approved a Special Use upon the application of William Bodner, managing member, Bodner Property Management, LLC, on October 15, 2019, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Landscape Bufferyard Easement; and

WHEREAS, §15-5.0102A. of the Unified Development Ordinance requires a thirty (30) foot-wide landscape bufferyard when lots front upon the right-of-way of an existing or proposed limited access arterial street or highway (Lovers Lane Rd), and said landscape bufferyard to be protected by a landscape bufferyard easement; and

WHEREAS, §15-5.0301.D. of the Unified Development Ordinance requires landscape bufferyards between different zoning districts to minimize potential nuisances, and said landscape bufferyard to be protected by a landscape bufferyard easement; and

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

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

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

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
LANDSCAPE BUFFERYARD EASEMENT
WILLIAM BODNER, BODNER PROPERTY MANAGEMENT, LLC
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 _____

LANDSCAPE BUFFERYARD EASEMENT

Knollwood Legacy Apartments
8000 South Scepter Drive
Tax Key No. 795-9999-008

This Landscape Bufferyard easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Bodner Property Management, LLC, a Wisconsin Limited Liability Company, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Landscape Bufferyard Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes

WITNESSETH

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

WHEREAS, the Grantor is required by Section 15-5.0102A of the City of Franklin Unified Development Ordinance to provide a thirty (30) foot-wide planting strip described in Exhibit B attached hereto and hereby made a part hereof (protected property), and

WHEREAS, William Bodner was the applicant for a proposed Multi-family development as set forth in City of Franklin Plan RESOLUTION NO. 2019-7553, conditionally approving the multi-family development known as Knollwood Legacy Apartments, and the City Plan Commission adopted RESOLUTION NO. 2019-7553, on October 15, 2019, 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 Landscape Bufferyard Easement on, over, and across the protected property, desire to reserve the area for the planting of trees and shrubs and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this Landscape Bufferyard Easement, and

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

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

Grantee's rights hereunder shall consist solely of the following

- 1 To establish and ensure the continuance of an area reserved for the planting of trees and shrubs for the private use by the owners of the underlying fee simple interests, to the exclusion of all others, for the purpose of buffering the properties adjoining Knollwood Legacy Apartments by requiring this protected property to be open space in perpetuity, the protected property shall consist of natural existing vegetation and approved landscaping of trees, shrubs, fences, and/or berms, designed to provide a screen and buffer between Knollwood Legacy Apartments and adjacent property or right-of-way adjacent to the landscape buffer,
- 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, beyond those buildings and structures and improvements as identified on any engineering or construction plans approved by the City of Franklin, including, without limitation, the civil engineering plans approved on October 15, 2019 as City of Franklin RESOLUTION NO. 2019-7553, are specifically permitted and allowed within the limits of the Easement Area in compliance with this Landscape Bufferyard Easement,
- 2 Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the, by the Plan Commission of the City of Franklin, by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect, such improvements as may be so approved being intended to enhance the open space buffer value of the protected property to the occupants of land adjoining or neighboring the protected property including, but not limited to fences, berms, and the like

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

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

To Grantor
Bodner Property Management, LLC
Attn William Bodner
11514 N Port Washington Rd, Suite 1
Mequon, WI 53092

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

In witness whereof, the grantor has set its hand and seals this on this date of _____, 20__

[business name]

By _____

Authorized Officer and Signatory

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the _____ day of _____, 20__ by

_____ as Authorized Officer and Signatory of _____ [business name]

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 _____ [business name]

Notary Public

My commission expires _____

Acceptance

The undersigned does hereby consent to and accepts the Landscape Bufferyard Easement granted and conveyed to it under and pursuant to the foregoing Grant of Landscape Bufferyard Easement. In consideration of the making of such Grant Of Landscape Bufferyard Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the 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 _____, 20__.

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents

Régulo Martínez-Montilva, Associate Planner
Department of City Development

Date

Approved as to form only

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

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

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

Name of Mortgagee
a Wisconsin Banking Corporation

By _____

Name _____

Title _____

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

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

Name _____

Notary Public, State of Wisconsin

My commission expires _____

EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION - Title Commitment

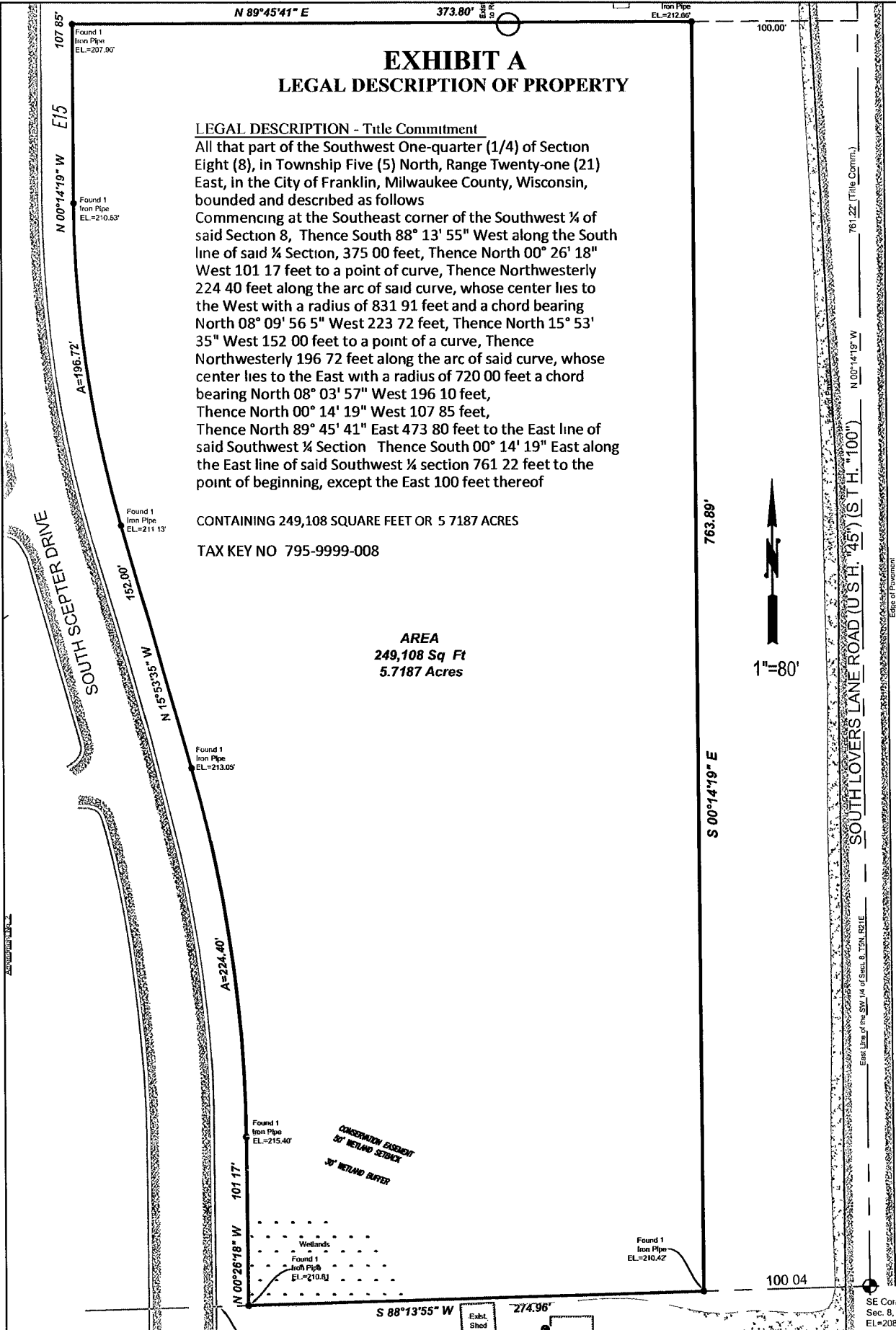
All that part of the Southwest One-quarter (1/4) of Section Eight (8), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows

Commencing at the Southeast corner of the Southwest 1/4 of said Section 8, Thence South 88° 13' 55" West along the South line of said 1/4 Section, 375.00 feet, Thence North 00° 26' 18" West 101.17 feet to a point of curve, Thence Northwesterly 224.40 feet along the arc of said curve, whose center lies to the West with a radius of 831.91 feet and a chord bearing North 08° 09' 56.5" West 223.72 feet, Thence North 15° 53' 35" West 152.00 feet to a point of a curve, Thence Northwesterly 196.72 feet along the arc of said curve, whose center lies to the East with a radius of 720.00 feet a chord bearing North 08° 03' 57" West 196.10 feet, Thence North 00° 14' 19" West 107.85 feet, Thence North 89° 45' 41" East 473.80 feet to the East line of said Southwest 1/4 Section Thence South 00° 14' 19" East along the East line of said Southwest 1/4 section 761.22 feet to the point of beginning, except the East 100 feet thereof

CONTAINING 249,108 SQUARE FEET OR 5.7187 ACRES

TAX KEY NO 795-9999-008

AREA
249,108 Sq Ft
5.7187 Acres



DATE 01-15-20

Ellena Engineering Consultants, LLC • 700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122

Phone: 262-719-6183 • Fax 866-457-2584 • Email: mellen@eeceng.com

DATE: 02-07-2020

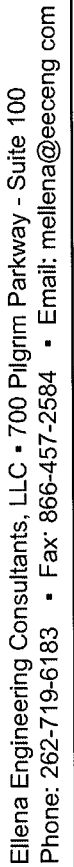


EXHIBIT B - CONTINUED LANDSCAPE BUFFERYARD EASEMENT

LEGAL DESCRIPTION

BEING A PART OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION EIGHT (8) IN TOWNSHIP FIVE (5) NORTH RANGE TWENTY-ONE (21) EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS

EASTERLY BUFFERYARD COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4

THENCE SOUTH 88° 13' 55" WEST A DISTANCE OF 100.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH LOVERS LANE ROAD (U.S.H. 45) (S.T.H. "100"), THENCE NORTH 00° 14' 19" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 39.09 FEET TO THE POINT OF BEGINNING (P.O.B. "A")

THENCE SOUTH 89° 45' 41" WEST ALONG THE CONSERVANCY EASEMENT LINE, A DISTANCE OF 23.42 FEET TO A POINT, THENCE SOUTH 82° 25' 28" WEST CONTINUING ALONG SAID CONSERVANCY EASEMENT LINE A DISTANCE OF 6.63 FEET TO A POINT, THENCE NORTH 00° 14' 19" WEST, 30.00' PARALLEL TO SAID RIGHT-OF-WAY LINE, A DISTANCE OF 695.64 FEET TO THE POINT THENCE SOUTH 00° 14' 19" EAST, A DISTANCE OF 30.00 FEET TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF SOUTH LOVERS LANE ROAD (U.S.H. 45) (S.T.H. "100"), THENCE SOUTH 00° 14' 19" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 695.79 FEET TO THE POINT OF BEGINNING

NORTHERLY BUFFERYARD COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4

THENCE SOUTH 88° 13' 55" WEST, A DISTANCE OF 100.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH LOVERS LANE ROAD (U.S.H. 45) (S.T.H. "100"), THENCE CONTINUING SOUTH 88° 13' 55" WEST, A DISTANCE OF 274.96 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH SCEPTER DRIVE THENCE NORTH 00° 26' 18" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 101.17 FEET TO THE ARC OF A CURVE THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE, 224.40 FEET ALONG THE ARC OF A CURVE WHOSE CENTER IS SOUTH 89° 33' 43" WEST A RADIAL DISTANCE OF 831.91 FEET AND WHOSE CHORD BEARS NORTH 08° 09' 56.5" WEST, 223.72 FEET, THENCE NORTH 15° 53' 35" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 152.00 FEET TO THE ARC OF A CURVE, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE 196.72 FEET ALONG THE ARC OF A CURVE WHOSE CENTER IS NORTH 74° 06' 26" EAST A RADIAL DISTANCE OF 720.00 FEET AND WHOSE CHORD BEARS NORTH 08° 03' 57" WEST 196.10 FEET, THENCE NORTH 00° 14' 19" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 77.85 FEET TO THE POINT OF BEGINNING (P.O.B. "B")

THENCE NORTH 00° 14' 19" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT, THENCE NORTH 89° 45' 41" EAST, A DISTANCE OF 273.80 FEET TO A POINT, THENCE SOUTH 00° 14' 19" EAST A DISTANCE OF 30.00 FEET TO A POINT, THENCE SOUTH 89° 45' 41" WEST, A DISTANCE OF 273.80 FEET TO THE POINT OF BEGINNING

DATE: 02-07-2020

Ellena Engineering Consultants, LLC • 700 Pilgrim Parkway - Suite 100
Phone: 262-719-6183 • Fax: 866-457-2584 • Email: mellenae@eeceng.com

| | | |
|--|---|--|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 02/17/20 |
| REPORTS & RECOMMENDATIONS | A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR THE CORTEZ CONDOMINIUMS DEVELOPMENT AT 10504 WEST CORTEZ CIRCLE (GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM HOMES & REALTY, INC., APPLICANT) | ITEM NUMBER <i>6.8.</i> |

On February 6, 2020, the Plan Commission carried a motion to recommend approval of this Condominium Plat subject to the conditions set forth in the attached resolution.

It is noted that the resolution numbers of condition No. 6 have been corrected because Resolution 2019-7473 had been amended by Resolution 2019-7526.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2020-_____, a resolution conditionally approving a condominium plat for the Cortez Condominiums development at 10504 West Cortez Circle (Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., applicant)

RESOLUTION NO. 2020-_____

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
THE CORTEZ CONDOMINIUMS DEVELOPMENT AT 10504 WEST CORTEZ CIRCLE
(GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM HOMES & REALTY,
INC., APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a condominium plat for The Cortez Condominiums development, (total development includes two units (A and B) and a 700 square foot detached accessory building for Unit A), such plat being that part of the Southwest 1/4 of Section 5, in Township 5 North, Range 21 East, bounded and described as follows: Commencing at a point in the North 1/4 Section line, 663 feet East of the Northwest corner of said 1/4 Section ; running thence South and parallel with the west line of said 1/4 Section, 80 feet to a point; thence East and parallel with the north line of said 1/4 Section, 272.25 feet to a point; thence North and parallel with the west line of said 1/4 Section, 80 feet to a point on the north line of said 1/4 Section; thence West along said north line 272.25 feet to the point of commencement, and reserving the West 24.75 feet for highway purposes, further excepting those lands conveyed to the State of Wisconsin in an instrument recorded May 23, 1969 in Reel/Volume 480, Image/Page 784, as Document No. 4464721, more specifically, of the property located at 10504 West Cortez Circle, bearing Tax Key No. 797-9979-000, Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., applicant; said Condominium Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the Department of City Development and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on February 6, 2020, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed condominium plat is appropriate for approval pursuant to law upon certain conditions and 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, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Condominium Plat for The Cortez Condominiums development, as submitted by Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
THE CORTEZ CONDOMINIUMS DEVELOPMENT
RESOLUTION NO. 2020-_____

Page 2

made by the applicant, and that all minor technical deficiencies within the Condominium Plat be rectified, all prior to the recording of the Condominium Plat.

2. Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., applicant, 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 Cortez Condominiums development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., applicant, and The Cortez Condominiums development for the property located at 10504 West Cortez Circle: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The Cortez Condominiums development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
5. Applicants shall record the revised Condominium Plat with the Milwaukee County's Office of the Register of Deeds within 60 days of Common Council approval.
6. The Cortez Condominiums development project shall be developed in substantial compliance with previously approved Special Use, Resolutions 2019-7526 and 2019-7527.
7. This Condominium Plat shall be recorded with the Milwaukee County Register of Deeds prior to the issuance of a Building Permit.
8. Following the recording of the plat, the applicant shall provide a copy of the recording information and final condominium plat to the Engineering Department and Department of City Development.

BE IT FURTHER RESOLVED, that the Condominium Plat for The Cortez Condominiums 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.

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
THE CORTEZ CONDOMINIUMS

RESOLUTION NO. 2020-_____

Page 3

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 condominium plat, the City Clerk is hereby directed to obtain the recording of the Condominium Plat for the Cortez Condominiums 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 _____

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of February 6, 2020****Condominium Plat**

RECOMMENDATION: Department of City Development staff recommends approval of the subject Condominium Plat.

| | |
|---------------------------------------|--|
| Project Name: | The Cortez Condominium Plat |
| General Project Location: | 10504 West Cortez Circle |
| Property Owner: | Nisenbaum Homes & Realty, Inc. |
| Applicant: | Greg Nisenbaum, Nisenbaum Homes & Realty, Inc. |
| Current Zoning: | R-8 – Multiple-Family Residence District |
| 2025 Comprehensive Plan: | Residential-Multifamily |
| Use of Surrounding Properties: | Residential-Multifamily and properties zoned M-1 Limited Industrial. |
| Applicant's Action Requested: | Approval of Condominium Plat. |

PROJECT DESCRIPTION/ANALYSIS:

Please note

- Recommendations are *underlined, in italics* and are included in the draft ordinance.

On December 17, 2019, the applicant, Nisenbaum Homes & Realty, Inc. filed an application for a Condominium Plat for a two-unit condominium development located at 10504 West Cortez Circle.

In March of 2019 the applicant received Special Use approval for the construction of a two-family residential side by side ranch townhome (Resolution No. 2019-7473) for the subject property. That approval was later amended in August to delete a condition regarding the requirement of a conservation easement as well as a condition allowing water laterals to be placed within the conservation easement. The amendment also revised time-frames for the development and deleted the woodlands and building areas depicted on the Plat of Survey and Site Plan (Resolution No. 2019-7526). At that time, the City also released the existing Conservation Easement via Resolution No. 2019-7527.

The current building location as illustrated on the condominium plat is shifted further west than the location as shown on the previous site plan at the time of special use approval. All R-8 District setbacks are still met with the front yard abutting South Lovers Lane and Corner Side Yard from West Cortez Circle

The applicant also added a detached accessory building to the site, which is a two-car garage for Unit A. Note that accessory buildings are a Permitted Use within the R-8 District per Table 15-3.0602; therefore, the garage is subject to review and approval through the building permitting

process The garage will be fully reviewed at that time; however, it can be noted that the structure complies with all R-8 District standards as well as accessory structure requirements of Division 15-3.0800 of the UDO

RECOMMENDED MOTION:

A motion to recommend approval of The Cortez Condominium Plat, subject to plans and architecture being in substantial conformance with the previous Special Use approval (Resolution 2019-7473 and 2019-7526) as determined by Department of City Development Staff.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 1-29-20]

RESOLUTION NO. 2020-_____

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
THE CORTEZ CONDOMINIUMS DEVELOPMENT AT 10504 WEST CORTEZ CIRCLE
(GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM HOMES & REALTY,
INC., APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a condominium plat for The Cortez Condominiums development, (total development includes two units (A and B) and a 700 square foot detached accessory building for Unit A), such plat being that part of the Southwest 1/4 of Section 5, in Township 5 North, Range 21 East, bounded and described as follows: Commencing at a point in the North 1/4 Section line, 663 feet East of the Northwest corner of said 1/4 Section ; running thence South and parallel with the west line of said 1/4 Section, 80 feet to a point; thence East and parallel with the north line of said 1/4 Section, 272.25 feet to a point; thence North and parallel with the west line of said 1/4 Section, 80 feet to a point on the north line of said 1/4 Section; thence West along said north line 272.25 feet to the point of commencement, and reserving the West 24.75 feet for highway purposes, further excepting those lands conveyed to the State of Wisconsin in an instrument recorded May 23, 1969 in Reel/Volume 480, Image/Page 784, as Document No. 4464721, more specifically, of the property located at 10504 West Cortez Circle, bearing Tax Key No. 797-9979-000, Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., applicant; said Condominium Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the Department of City Development and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on February 6, 2020, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed condominium plat is appropriate for approval pursuant to law upon certain conditions and 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, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Condominium Plat for The Cortez Condominiums development, as submitted by Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
THE CORTEZ CONDOMINIUMS DEVELOPMENT
RESOLUTION NO. 2020-_____

Page 2

made by the applicant, and that all minor technical deficiencies within the Condominium Plat be rectified, all prior to the recording of the Condominium Plat.

2. Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., applicant, 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 Cortez Condominiums development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., applicant, and The Cortez Condominiums development for the property located at 10504 West Cortez Circle: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The Cortez Condominiums development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
5. Applicants shall record the revised Condominium Plat with the Milwaukee County's Office of the Register of Deeds within 60 days of Common Council approval.
6. The Cortez Condominiums development project shall be developed in substantial compliance with previously approved Special Use, Resolutions 2019-7526 and 2019-7473.
7. This Condominium Plat shall be recorded with the Milwaukee County Register of Deeds prior to the issuance of a Building Permit.
8. Following the recording of the plat, the applicant shall provide a copy of the recording information and final condominium plat to the Engineering Department and Department of City Development.

BE IT FURTHER RESOLVED, that the Condominium Plat for The Cortez Condominiums 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.

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
THE CORTEZ CONDOMINIUMS

RESOLUTION NO. 2020-_____

Page 3

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 condominium plat, the City Clerk is hereby directed to obtain the recording of the Condominium Plat for the Cortez Condominiums 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

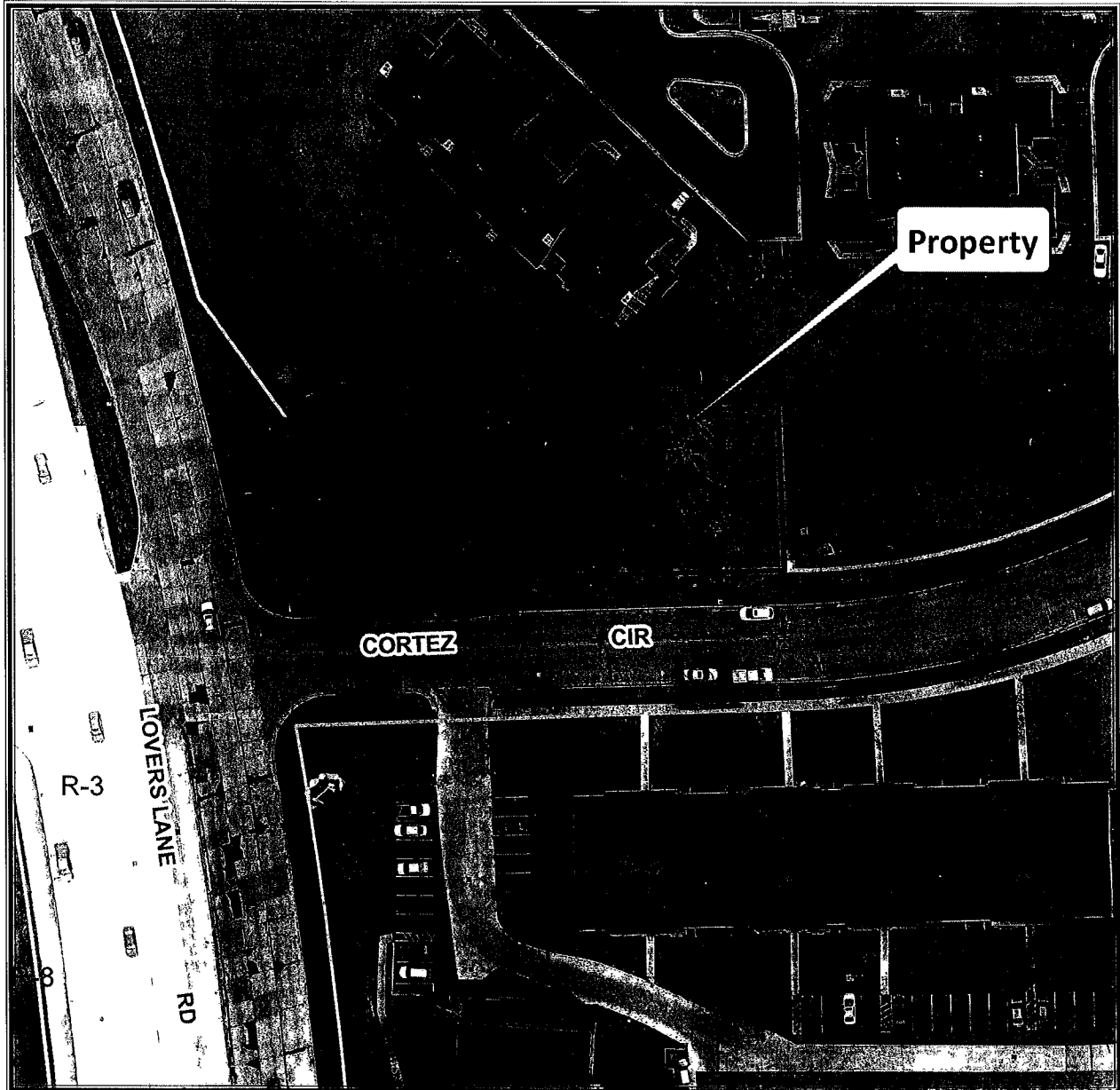
ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



10504 W. Cortez Circle
TKN 747 9979 000



Planning Department
(414) 425-4024

0 45 90 180 Feet

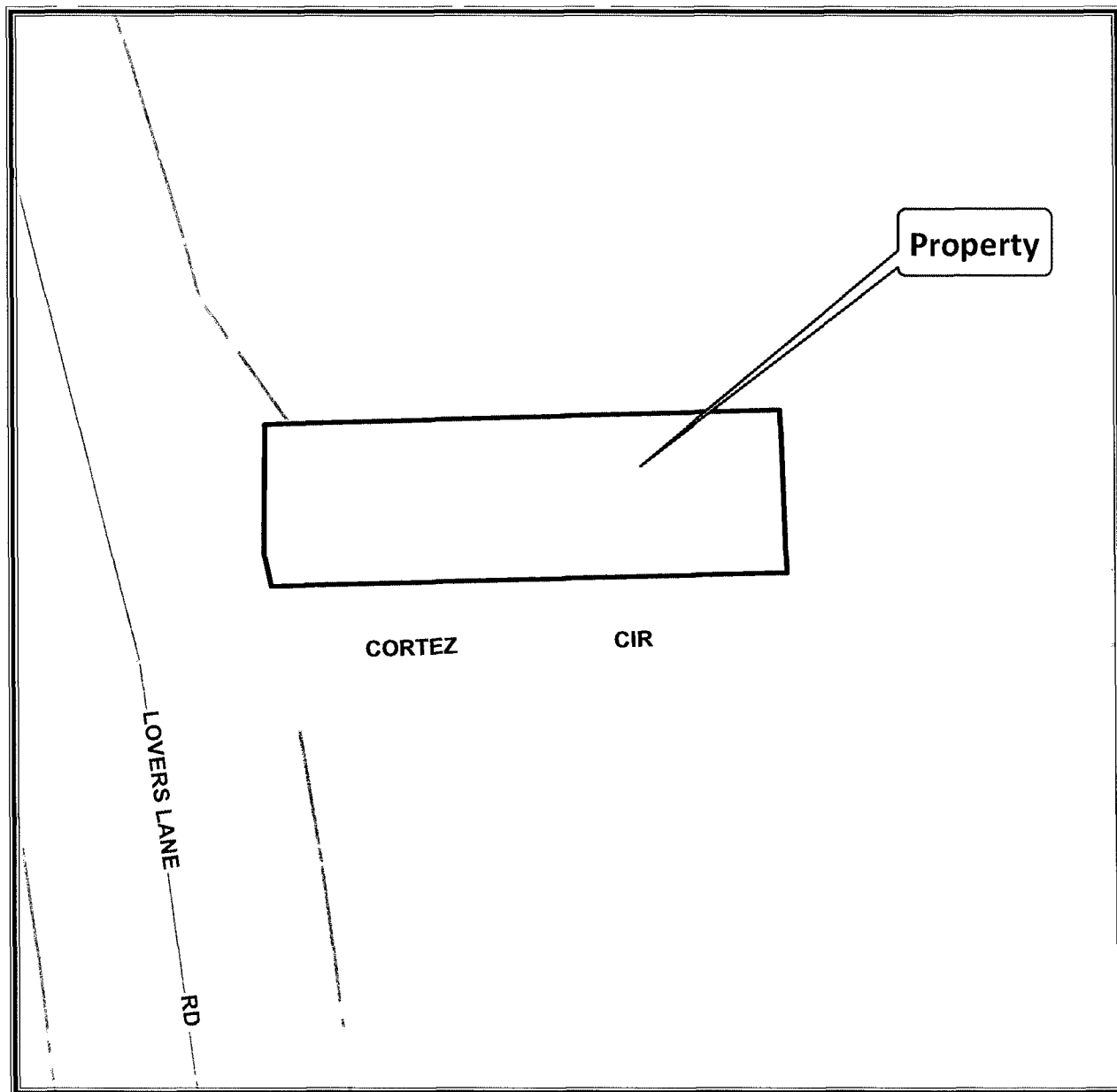


2017 Aerial Photo

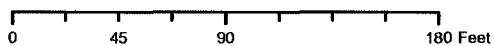
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.



10504 W. Cortez Circle
TKN 747 9979 000



Planning Department
(414) 425-4024



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

O1 / 16 / 2020

Greg Nisenbaum
Nisenbaum Homes & Realty, Inc.
8103 S. Country Club Circle
Franklin, Wisconsin 53132
cell : (414) 719-4244
office : (414) 425-5950
fax : (414) 425-5950
e-mail : gregoryn@nisenbaumhomes.com
web : www.nisenbaumhomes.com

To : Department Of City Development

Re : Application For Condominium Plat – 10504 W. Cortez Circle Franklin, Wi. 53132

The Following Addresses Staff Comments To The Application For Condominium Regarding The Unified Development Ordinance (UDO) Requirements.

1.The Required Setbacks On The Condominium Plat For R-8 Multiple-Family Residence District Development Standards Per Table 15-3.0209A (See Attached Plat And UDO Table).

Front Yard - 25'

Minimum Side On Corner Lot - 15'

Minimum Side Yard - 5'

Minimum Rear Yard – 25' D.U. & 10 – Garage

2.The Proposed Accessory Structure Setback is Relocated Accordingly To UDO Standards Per Section 15 – 3.0801B.1 (See Attached Plat And UDO Standard).

**Table 15-3.0209A
R-8 MULTIPLE-FAMILY RESIDENCE DISTRICT DEVELOPMENT STANDARDS**

| Type of Standard | Special Use: Single-Family Detached D.U.s and Maximum Two-Attached D.U.s (Two-Family Structures) | Special Use: Multiple-Family Attached Dwelling Units with More Than Two D.U.s per Structure | |
|---|---|---|-----------|
| | | Option 1 | Option 2 |
| Minimum Open Space Ratio and Maximum Density | | | |
| Open Space Ratio (OSR) | 0.00 | 0.35 | 0.25 |
| Gross Density (GD) | 5.00 | 6.10 | 8.00 |
| Net Density (ND) | 5.00 | 8.00 | 8.00 |
| Lot Dimensional Requirements | | | |
| Minimum Lot Area (s.f.) | 6,000 | 43,560 | 43,560 |
| Minimum Lot Width at Setback Line (feet) | 60 & 75 – corner | 150 | 150 |
| Minimum Front Yard (feet) | 25 (e) | 30 (c, e) | 30 (c, e) |
| Minimum Side Yard (feet) | 5 (e) | 20 (d, e) | 20 (d, e) |
| Minimum Side Yard on Corner Lot (feet) | 15 (e) | 30 (e) | 30 (e) |
| Minimum Rear Yard (feet) | 25 – D.U. & 10 – garage (e) | 30 (e) | 30 (e) |
| Minimum Shore Buffer (feet) | 75 | 75 | 75 |
| Minimum Wetland Buffer (feet) | 30 | 30 | 30 |
| Minimum Wetland Setback (feet) | 50 | 50 | 50 |
| Maximum Lot Coverage (maximum percent of lot area) | 0.35 | N/A | N/A |
| Minimum Total Living Area per Dwelling Unit (D.U.) in Single-Family and Two-Family Structures | | | |
| 1-Story D.U. 3 Bedrooms | 1,250 s.f. | N/A | N/A |
| 1-Story D.U. >3 Bedrooms | 150 s.f. (a) | N/A | N/A |
| 1-Story D.U. if Basement is < 600 Square Feet | 250 s.f. (b) | N/A | N/A |
| Multi-Story D.U. 3 Bedrooms | 1,550 s.f. – total & 950 s.f. – 1st floor | N/A | N/A |
| Multi-Story D.U. >3 Bedrooms | 100 s.f. (a) | N/A | N/A |
| Multi-Story D.U. if Basement is < 600 Square Feet | 250 s.f. (b) | N/A | N/A |
| Maximum Building Height | | | |
| Principal Structure (stories/ft.) | 2.5/30 | 3.0/45 | 3.0/45 |
| Accessory Structure (stories/ft.) | Single Family Uses, not for two-family uses, 1.0/15 (stories/ft.) (attached garages are required) | 1.0/15 | 1.0/15 |

N/A = NOT APPLICABLE

- (a) Add to minimum required building floor area for each bedroom in excess of three (3).
- (b) Add to minimum required first floor area for each D.U. which has a basement less than 600 s.f.
- (c) Plus one (1) additional foot for each two (2) feet over thirty-five (35) feet of building height.
- (d) Plus five (5) additional feet for each additional story above two (2) stories of building height.
- (e) See Section 15-5.0108 for increased setback requirements along arterial streets and highways.

§ 15-3.0801 General Standards for Accessory Uses and Structures.

- A. Accessory Uses and Structures.** Accessory uses and structures are permitted in any zoning district but not until the principal structure is present or under construction on the lot or parcel. Residential accessory uses and structures shall not involve the conduct of any business, trade, or industry, except as allowed for Home Occupations defined and regulated in this Ordinance. Accessory uses and structures include incidental repairs; storage; parking facilities; gardening; servants, owners, itinerant agricultural laborers, and watchmen's temporary quarters, not for rent; decks; private above ground swimming pools (except wading pools having a depth of less than two feet and which are readily moveable); private in-ground swimming pools and spas (outdoors); and private emergency shelters.
- B. Location.**
1. No part of an accessory structure shall be located in a front yard, corner side yard, or any rear yard abutting a street on a corner lot. For a rear yard abutting a street on a corner lot, the setback shall be the required corner side setback of the zoning district, except as provided in B.2, 3, 4 and 5 below. Where the front of a principal structure on a double frontage lot faces a street other than an arterial street and the principal structure is not on a corner lot, an accessory use or structure may be placed in the yard facing the arterial street provided that all zoning district front and side yard setbacks from the arterial street lot line are met, except where otherwise allowed for fences per § 15-3.0905 and § 15-3.0802E2b.
 2. A maximum of one accessory structure (not including private swimming pools and outdoor spas) not exceeding 150 square feet in area shall be setback at least five feet from the side or rear lot lines and shall also be subject to the minimum wetland setback for the zoning district in which it is located and all wetland buffer and shore buffer provisions of this Ordinance.
 3. Accessory structures (not including private swimming pools and outdoor spas) exceeding 150 square feet in area shall be set back from the side or rear lot lines in accordance with the required setbacks for the principal building of the zoning district.
 4. Private swimming pools (except wading pools having a depth of less than two feet and which are readily movable) and outdoor spas, shall be set back at least 10 feet from the side or rear lot lines and shall also be subject to the minimum wetland setback for the zoning district in which it is located and all wetland buffer and shore buffer provisions of this ordinance.
 5. When an alley exists, no part of an accessory building shall be located closer than five feet to the right-of-way line.
- C. Maximum Size.**
1. Accessory structures on properties not exceeding 40,000 square feet in area shall not exceed 720 square feet in size.
 2. Accessory structures on properties exceeding 40,000 square feet in area shall not exceed 900 square feet in size.
 3. Notwithstanding the above, any masonry constructed accessory structure shall not exceed 1,200 square feet in size.
- D. Location On Easements.** No accessory structure shall be constructed within or over on an easement.
- E. Time of Construction.** No accessory structure shall be constructed on any lot prior to the start of construction of the principal building to which it is accessory.
- F. Percentage of Required Rear Yard Occupied.** No accessory structure or structures shall occupy more than 40% of the area of a required rear yard.
- G. Height of Accessory Buildings or Structures.** No accessory structure, or portion thereof, shall exceed the maximum permitted height of the zoning district in which the accessory structure is located.
- H. No Slab Required for Accessory Structures (Excluding Private Swimming Pools, and Outdoor Spas) of 150 Square Feet or Less in Area.** Accessory structures of 150 square feet or less in area (excluding trash and garbage waste receptacles, or dumpsters, in the R-8, PDD, and all nonresidential zoning districts) shall not require a concrete slab foundation. If a

Project Summary / Narrative

The vacant lot at 10504 W. Cortez Circle Franklin, Wi. 53132 was approved by the City of Franklin Planning Department and City of Franklin Common Council to build a new two family side by side ranch townhome residence . Each ranch unit is 1,371 sq.ft. of living space + basement(see approved plan).

The attached application is to convert the approved plan from a townhome to a proposed condominium. Each unit sq. ft. of living space + basement will remain the same. There is however a proposed 700 sq. ft. detached garage that is added and shown on the Condominium Plat along with the new proposed garage plan (see attached). The proposed detached garage colors will match the townhome / condominium colors. The proposed condominium and proposed detached garage as shown on the plat complies with the City of Franklin R-8 Multiple -Family Residence District Development Standards.

There was a Conservation Easement on the vacant lot on the original plat of survey that was presented to the Planning Department and Common Council which was approved and recorded. The Conservation Easement has since been vacated,waived,released,and recorded under Resolution # 2019- 7477.

Since the Conservation Easement has since been vacated,waived,released and recorded, it allowed for more land to be utilized for the proposed condominium and to be resituated on the vacant lot, along with adding the proposed detached garage shown on the Condominium Plat (see plat).

The address's of each of the proposed condominium unit's is 10504 A which includes the detached garage, and 10504 B (see plat).

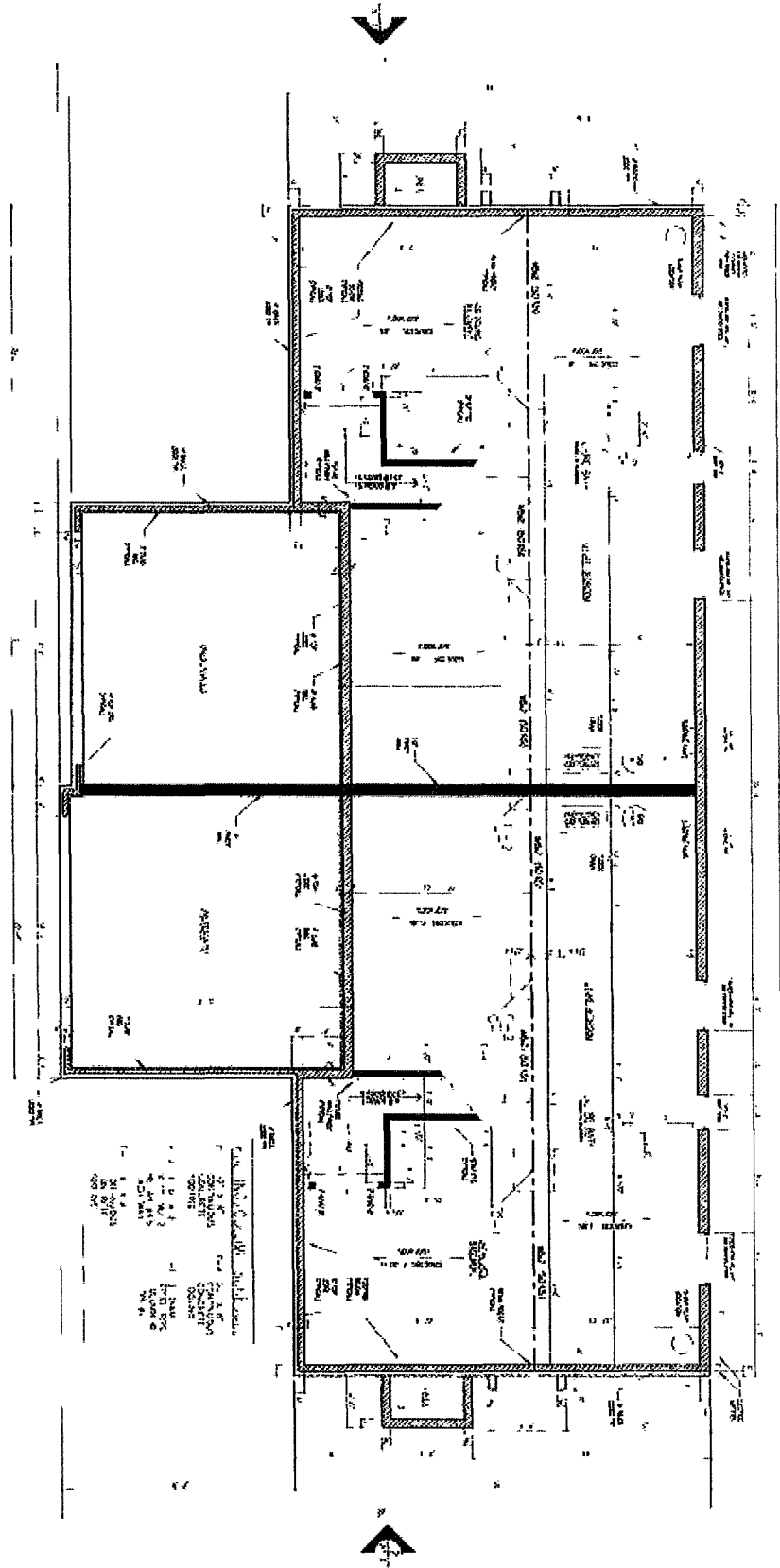
The tax key # of the vacant lot is : 7479979000

The total lot area of the vacant lot is 0.45 acres or 19,772 sq. ft. The limited common element area for the proposed condominium unit A and detached garage is 9,886 sq.ft. The limited common element area for the proposed condominium unit B is 9,887 sq.ft. There is a 60 ' x 60 ' vision triangle. Limit of Limited Common Element is party wall of building extended (see plat).

Legal Description

10504 W. Cortez Circle Franklin, Wi. 53132

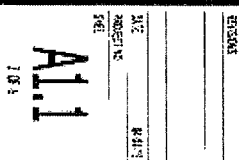
That part of the Southwest $\frac{1}{4}$ of Section 5, in Township 5 North, Range 21 East, bounded and described as follows : Commencing at a point in the North $\frac{1}{4}$ Section line, 663 feet East of the Northwest corner of said $\frac{1}{4}$ Section ; running thence South and parallel with the West line of said $\frac{1}{4}$ Section, 80 feet to a point ; thence East and parallel with the North line of said $\frac{1}{4}$ Section, 272.25 feet to a point ; thence North and parallel with the West line of said $\frac{1}{4}$ Section, 80 feet to a point on the North line of said $\frac{1}{4}$ Section ; thence West along said North line 272.25 feet to the point of commencement , and reserving the West 24.75 feet for highway purposes, further excepting those lands conveyed to the State of Wisconsin in an instrument recorded May 23, 1969 in Reel / Volume 480 , Image / Page 784 , as Document No. 4464721.

[illegible]

**TWO FAMILY SIDE BY SIDE RANCH RESIDENCE
THE CORTEZ TOWNHOME**
10504 W. CORTEZ CIRCLE
FRANKLIN, WISCONSIN 53132

NISENBAUM HOMES & REALTY, INC.
8103 S. COUNTRY CLUB CIRCLE
FRANKLIN, WISCONSIN 53132
GREG NISENBAUM PRESIDENT/BUILDER/BROKER
(414) 425-5950 E MAIL gregory@nisenbaumhomes.com

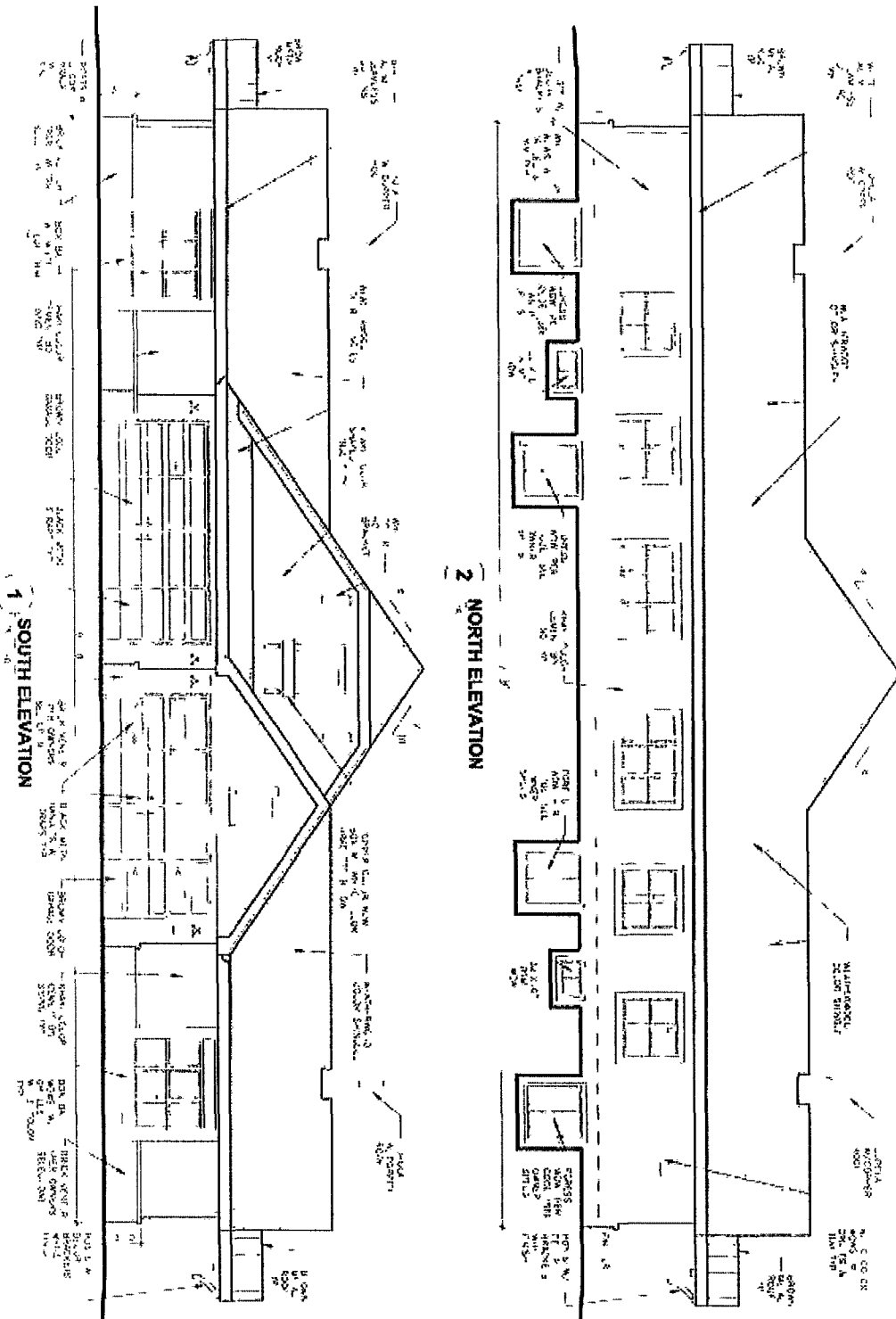
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10504 W. CORTEZ CIRCLE
FRANKLIN, WISCONSIN 53132

NISENBAUM HOMES & REALITY, INC.

8103 S. COUNTRY CLUB CIRCLE
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GREG WISENBAUM PRESIDENT/BUILDER/BROKER
(414) 425-5955 E MAIL gregory@wisebaumhomes.com



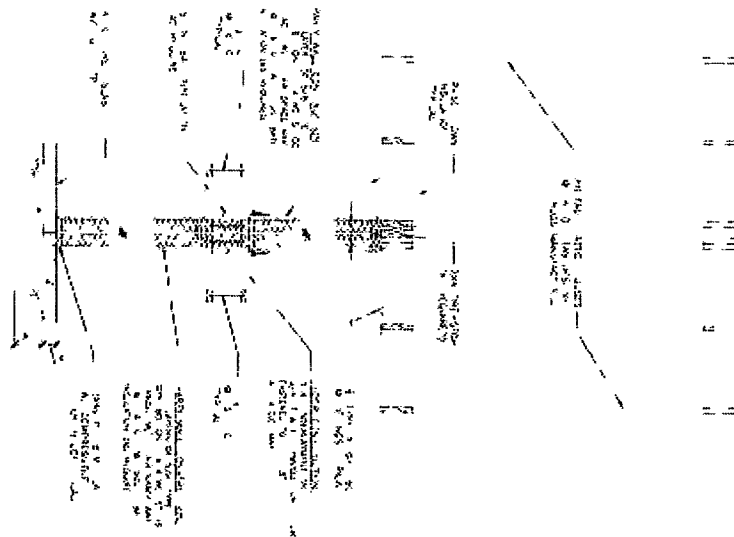
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PAGE 1
3/11

A1.2

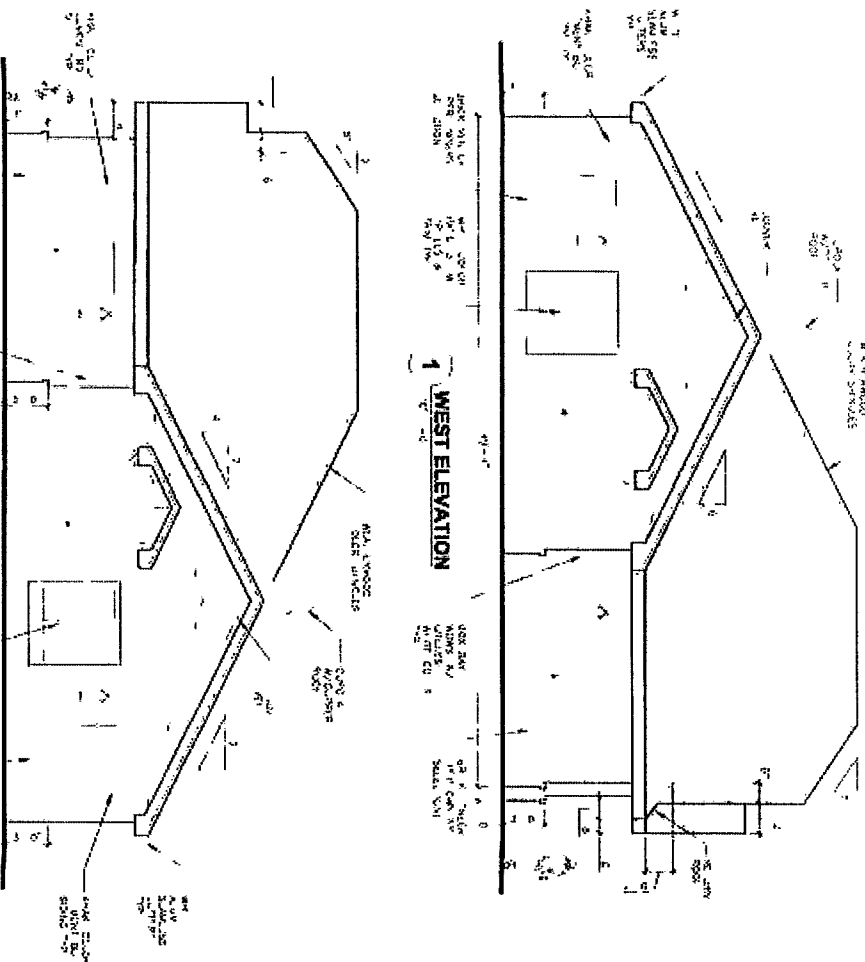
TWO FAMILY SIDE BY SIDE RANCH RESIDENCE
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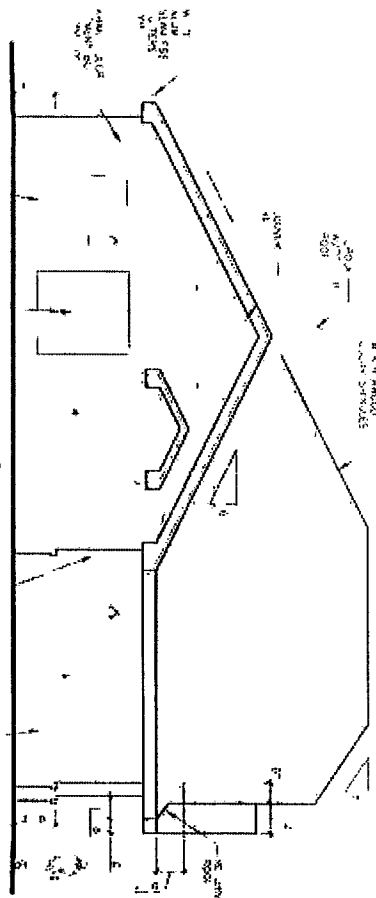
3 PARTY WALL SECTION



2 EAST ELEVATION



1 WEST ELEVATION

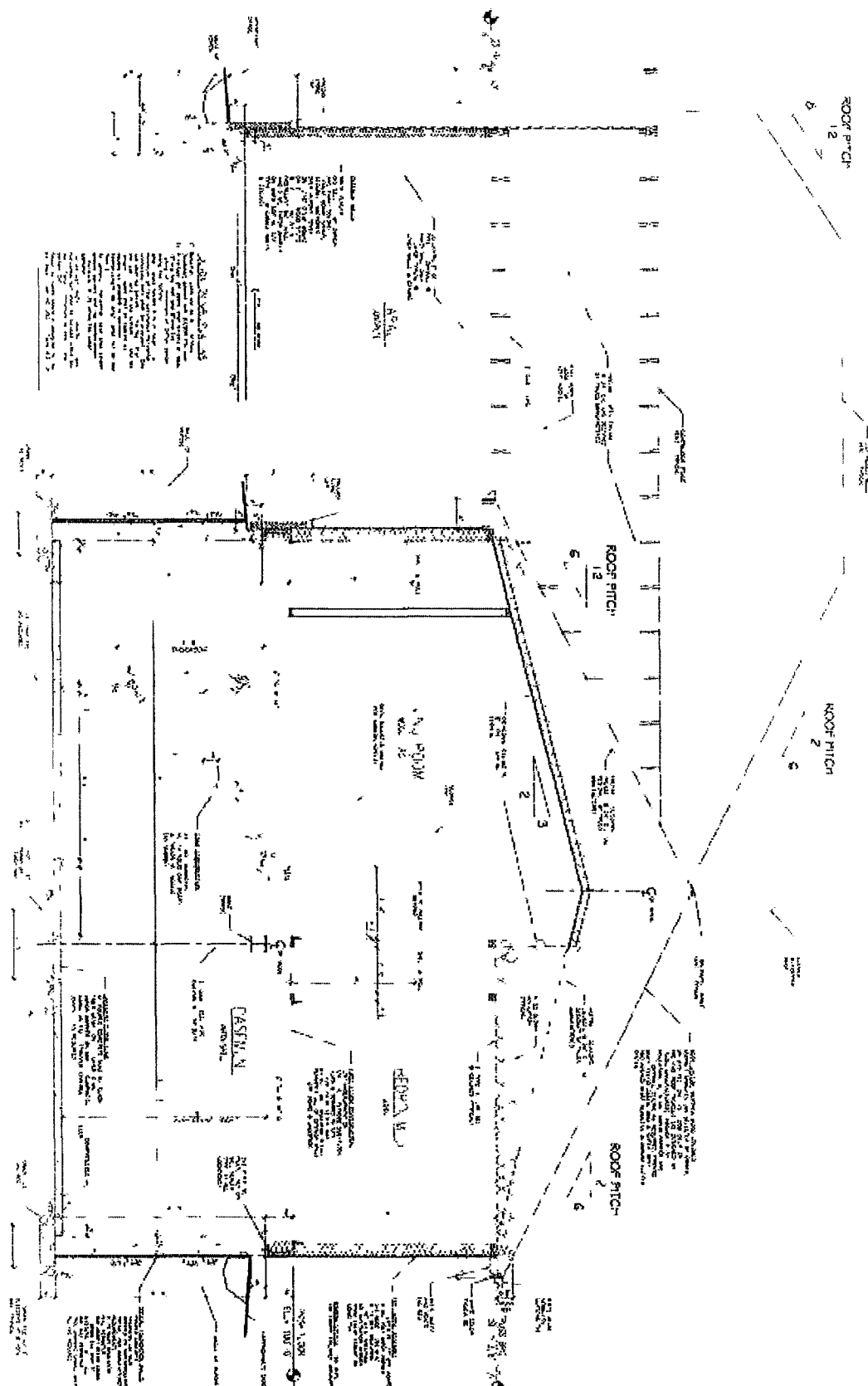


TWO FAMILY SIDE BY SIDE RANCH RESIDENCE
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A1.3

PROJECT NO. 44412
 SHEET 1 OF 1

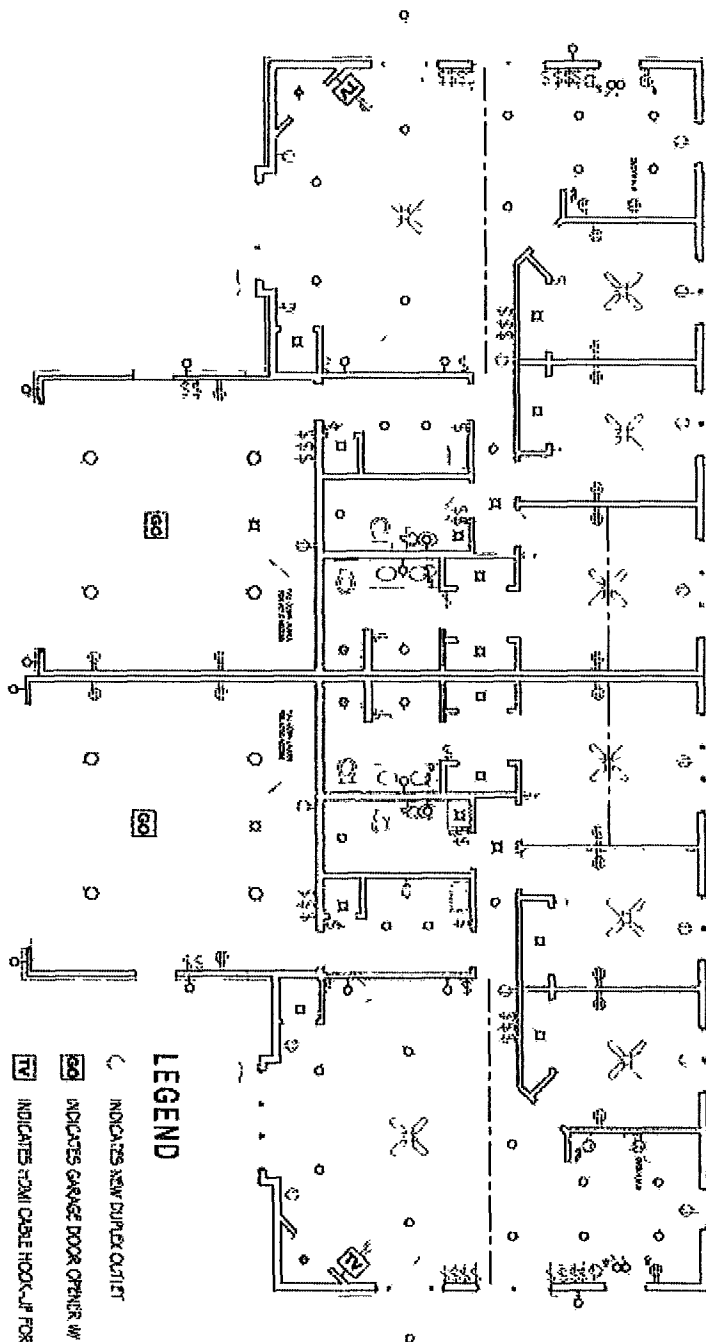


10504 W CORTEZ CIRCLE
FRANKLIN, WISCONSIN 53132

8103 S. COUNTRY CLUB CIRCLE
FRANKLIN, WISCONSIN 53132

GREG NISENBaum PRESIDENT/BUILDER/BROKER
(414) 425-5950 E-MAIL greggrynd@att.net

E-MAIL ggregory@earthlink.net



LEGEND

- INDICATES NEW DUPLEX OUTLET
- INDICATES GARAGE DOOR OPERATOR W/ LIGHT
- TV INDICATES REMOTE CABLE HOOK-UP FOR TV
- ★ INDICATES CEILING FAN W/ LIGHT
- INDICATES INDOOR/OUTDOOR LIGHT FIXTURE
- INDICATES PULL CHAIN LIGHT FIXTURE
- INDICATES RECESSED CAN LIGHT FIXTURE

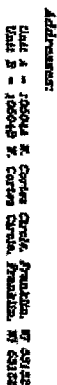
TWO FAMILY SIDE BY SIDE RANCH RESIDENCE
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 (414) 425-5950 E-MAIL gregoryn@nisenbaumhomes.com

DESIGN
 DATE
 DRAWN BY
 DATE
 CHECKED BY
 DATE
E1.0
 051

Conclusions

That part of the Southwest 1/4 of Section 5, in Township 5 North, Range 21 East, bounded and described as follows: Commencing at a point in the North 1/4 Section 10, 663 feet East of the Northwest corner of said 1/4 Section, running thence South and parallel with the West line of said 1/4 Section, 80 feet to a point; thence East and parallel with the North line of said 1/4 Section, 272.25 feet to a point; thence North and parallel with the West line of said 1/4 Section, 80 feet to a point on the North line of said 1/4 Section; thence West along said North line 373.25 feet to the point of commencement, and resurveying the West 34.75 feet for highway purposes, further excepting those lands conveyed to the State of Wisconsin by an instrument recorded May 23, 1965, in Book/Volume 480, Image/Page 784, as Document No. 4464721.



Receivables:
 Milwaukee Brewers & Family, Inc.
 c/o Gregory Milwaukee
 4103 S. Century Club Circle
 Milwaukee, WI 53132

Prepared By:

Deanna C. Suther PLS-24621
Metropolitan Survey Services, Inc.
6415 W. Portau Road Apt. Suite 200
Rushville, WI 53150

1. Dennis C. Jansz, a Registered Land Surveyor, do hereby certify that I have surveyed the above described property of this subdivision plat and that this surveying is an accurate representation of the exterior boundary lines and the location of the existing buildings on said property. This plat is a correct representation of SEE CHIEF'S CONDOMINIUM, and the identification and location of each unit and the common elements can be determined from this plat.

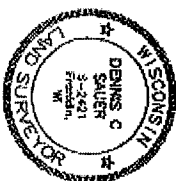
J.C.E. = United Nations Children

See sheet 2 for floor plans.

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January 15, 2020
Date

Diagnosis & Treatment, P.J.S. 2442



30' 0' 15' 30'

GRAPHIC SCALE

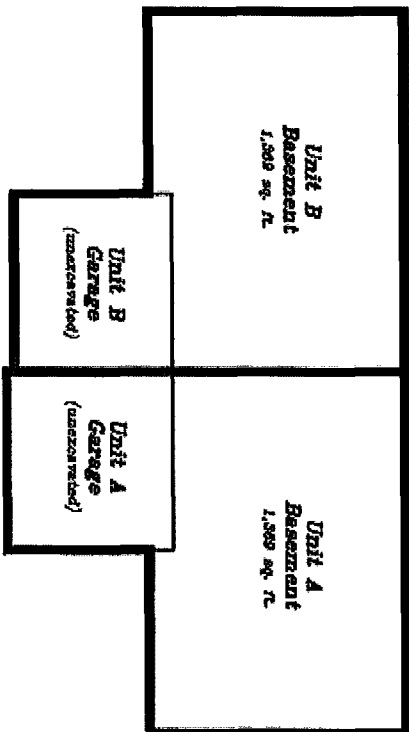
1 inch = 30 ft.

Job No. 110962

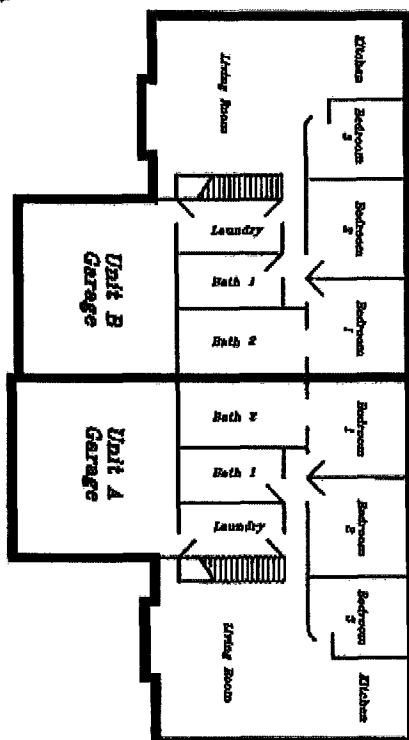
Sheet 1 of 2

The Cortez Condominium

City of Franklin, Milwaukee County, Wisconsin



| <u>Unit B Basement</u> | <u>Unit A Basement</u> |
|----------------------------------|----------------------------------|
| 1,369 sq. ft. | 1,369 sq. ft. |
| Address: 10504B W. Cortez Circle | Address: 10604A W. Cortez Circle |



| <u>Unit B First Floor</u> | <u>Unit A First Floor</u> |
|---|---|
| Living Area - 1,371 sq. ft. Garage - 446 sq. ft. | Living Area - 1,371 sq. ft. Garage - 470 sq. ft. |
| Address: 10504B W. Cortez Circle | Address: 10604A W. Cortez Circle |

| | | |
|-----------------------------------|--|------------------------------|
| APPROVAL <i>slw</i> <i>pat</i> | REQUEST FOR COMMON COUNCIL ACTION | MEETING DATE Feb 17, 2020 |
| REPORTS & RECOMMENDATIONS | Consideration of a 2020 \$400,000 Municipal Revenue Obligation prepayment to TI Investors of Franklin Apartments LLC | ITEM NUMBER <i>G.9.</i> |

Background

On February 23, 2018 the City provided TI Investors of Franklin Apartments LLC a \$2 million Municipal Revenue Obligation. This was a grant for the demolition of a property the City wanted removed from the site that the Developer was working upon. The MRO carries a 4.5% interest rate.

MRO payments are dependent upon increment in Tax Increment District 3. The TID increment is shared between City General Obligation Note payments and the MRO. If there are unpaid MRO principal balances when the TID closes, the balance of the MRO is void.

The required MRO payment for 2020 is \$360,005, and required GO Note payment of \$745,175. Some of these payments are due March 2, 2020, with a portion of the GO Note interest payment due Sept 1, 2020.

Analysis

TID 3 has resources beyond the Tax increment – that being some shared revenue from the State. Those resources in 2020 are sufficient to make prepayments upon the MRO of at least \$400,000. That amount was included in the 2020 Adopted TID3 budget.

Current investment returns on city investable funds are generating 160 basis points (a basis point being 1 100th of a percent). Since the MRO has a 450 basis point interest cost, it is advantageous to make prepayments on the MRO as funds become available.

TID3 has an expenditure period that ends in June, 2020, after which time the TID can incur no new project costs. The MRO has restrictions upon new project cost commitments on the part of the City. The Economic Development Director recently confirmed there are no expected new project costs in TID3.

The MRO prepayment may permit the TID to close one year earlier than planned, as the interest savings on the prepayment will save approximately \$60,000 over the remaining life of the TID.

Recommendation

The Finance Committee recommended making the payment at it Jan 28, 2020 meeting.

COUNCIL ACTION REQUESTED

Motion authorizing the scheduled \$360,005 MRO principal and interest payment on March 2, 2020 and a \$400,000 prepayment on the MRO due to TI Investors of Franklin Apartments LLC on that same date

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|------------------------------|--|--------------------------------|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE February 17, 2020 |
| Reports & Recommendations | RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT THE ROADWAY AND INFRASTRUCTURE OF THE DEDICATED PUBLIC RIGHT-OF-WAY PER THE RECORDED CERTIFIED SURVEY MAP NO. 9014 WITH THE STREET NAME W. STATESMAN WAY | ITEM NO. <i>6.10.</i> |

BACKGROUND

Road dedication for W. Statesman Way from S. 27th Street to S. 31st Street was depicted in the recorded Certified Survey Map No. 9014 with the street name W. Statesman Way.

ANALYSIS

The road is between South 27th Street (STH 41) and South 31st Street.

Staff has inspected the constructed improvements and finds them to be satisfactory per the attached inspection review summary.

OPTIONS

- A. Accept the improvements, or
- B. Refer back to Staff with further direction.

FISCAL NOTE

No impact to current budgets. Infrastructure will be added to contributed capital.

RECOMMENDATION

(Option A) Resolution 2020-_____ a resolution authorizing certain officials to accept the roadway and infrastructure of the dedicated public right-of-way per the recorded Certified Survey Map No. 9014 with the street name W. Statesman Way.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO ACCEPT THE ROADWAY AND INFRASTRUCTURE
OF THE DEDICATED PUBLIC ROAD RIGHT OF WAY
PER THE RECORDED CERTIFIED SURVEY MAP NO. 9014
WITH THE STREET NAME
WEST STATESMAN WAY

WHEREAS, TI Investors of Franklin Apartments LLC, the Developer, has requested that the City of Franklin officially accept the completion of the roadway and infrastructure of the dedicated public road right of way per the recorded Certified Survey Map No. 9014; and

WHEREAS, the public roadway infrastructure is necessary to provide access to an adjacent development; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that it would be in the best interest of the City to accept such roadway infrastructure and take the full responsibility of its maintenance and therefore the Mayor and City Clerk are hereby authorized to accept the roadway and infrastructure on behalf of the City.

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 _____

CITY OF FRANKLIN
FINAL SUBDIVISION RELEASE REVIEW SUMMARY

SUBDIVISION. ZILBER MULTI-FAMILY, 7333 S. 27TH

DEVELOPER: K M

ENGINEER TRD

Letter of approval from inspecting Engineer for completed infrastructure installation, completion of punch list items, safe water sample and testing sanitary and storm sewers and manholes and water mains installed by the developer within public easement ☐ Yes ☐ No

FINAL LIFT OF ASPHALT INSTALLED 10/15/2019 ☒ Yes ☐ No

STREETS LIGHTS INSTALLED ☒ Yes ☐ No

STREET TREES INSTALLED WILL BE INSTALLED BY THE CITY ☐ Yes ☐ No

PUBLIC SANITARY, WATERMAIN & STORM SEWER ASBUILTS FEB - 2019 ☒ Yes ☐ No

SEWER & WATER DEPARTMENT ACKNOWLEDGEMENT

COMMENTS GOOD - OCTOBER 2019

DEPARTMENT OF PUBLIC WORKS ACKNOWLEDGEMENT

COMMENTS GOOD - OCTOBER 2019

ALL REQUIRED SIDEWALKS INSTALLED NEED AS-BUILT C. KINDER CARE ☒ Yes ☐ No

STREET SIGNS INSTALLED ☒ Yes ☐ No

CURB AND GUTTER INSTALLED NEED TO ADDRESS TWO SPOTS SEE AS-BUILT 12-12-2019 ☒ Yes ☐ No

SURVEY MONUMENTS WERE SET IN ACCORDANCE WITH REQUIREMENTS OF CHAPTER 326 15 WIS. STATUTES ☒ Yes ☐ No

SEEDING OF SITE (INCLUDING POND) ☒ Yes ☐ No

COMMENTS THE SITE IS ALL SEEDDED.

EROSION CONTROL - PENDING ☐ Yes ☐ No

COMMENTS DEVELOPER SHALL BE RESPONSIBLE FOR REMEDIAL ONCE DISTURBED AREA IS COVERED BY 95% ESTABLISHED VEGETATION.

CERTIFICATION OF GRADES GIVEN ON THE APPROVED MASTER GRADING PLAN ☒ Yes ☐ No

COMMENTS NONE (THIS IS GOOD)

STORMWATER PONDS CERTIFICATION ☒ Yes ☐ No

COMMENTS NONE (NO OUTSTANDING ISSUE ACCORDING TO SARA)

OVERALL COMMENTS: SIDEWALK @ KINDER CARE IS OKAY (JIM 1-13-2020)

CHECKED BY. PMA 1-07-2020

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| APPROVAL <i>Slw</i> | REQUEST FOR BOARD OF COMMON COUNCIL ACTION | MTG. DATE February 17, 2020 |
|---------------------------|--|--------------------------------|
| Reports & Recommendations | ORDINANCE TO REMOVE REFERENCES TO: THE EAST SIDE OF S. MISSION DRIVE FROM §245-5 F; THE WEST SIDE OF S. MISSION DRIVE FROM §245-5 D (4); AND THE NORTH SIDE OF W. ROBINWOOD LANE FROM §245-5 F; THEN ADD ALL THREE LOCATIONS PLUS THE SOUTH SIDE OF W. ROBINWOOD LANE, 50 FEET EAST AND 50 FEET WEST OF CENTERLINE OF S. MISSION DRIVE RIGHT-OF-WAY TO §245-5 D (6) FOR 7:00 AM TO 5:00 PM, WEEKDAYS ONLY | ITEM NO. <i>G.11.</i> |

BACKGROUND

An "Ordinance to add to the Municipal Code Section 245-5 D (4) establishing parking restrictions on south side of W. Robinwood Lane, 50 feet east and 50 feet west of centerline of S. Mission Drive right-of-way" was discussed and tabled at the January 21, 2020, Common Council meeting (Item G.22). The February 11, 2020, Board of Public Works discussed this item in further detail and have more recommendations to the Common Council.

ANALYSIS

The Common Council discussed that perhaps with school security, the parking restrictions should be all day, not just the morning and afternoon time slots.

Staff solicited comments from the School District and they have no concerns. Comments from the Police Department were also solicited on this issue and they had no preference for either morning/afternoon restrictions or all-day restrictions. In addition, the Police Department noted that in the past, the neighborhood was allowed to add input. *"... Most people prefer the morning/afternoon restrictions so they and their guests can park in front of their homes the rest of the day We don't have a problem if they want all day No Parking "*

Staff made telephone contact with the three most affected residents and was able to reach the two residents east of Mission Drive and both had no objections to increasing the parking restrictions to all day.

The Board of Public Works considered this matter and is recommending that the new parking restriction location on the south side of W. Robinwood Lane, as well as the current parking restrictions on the north side of W. Robinwood Lane and the east and west sides of S. Mission Drive, be no parking, from 7:00 am to 5:00 pm, weekdays only. The Board had some comments as they deliberated their decision:

- The slot times were instituted primarily to keep students from parking around the high school.
- The times should not be 24-hours since school is never in session after hours and on weekends.
- "School days" is a difficult stipulation since this school is often used for summer school.
- Summer school does create congestion with parents picking up and dropping off students.

The three existing parking restrictions are found in the municipal code sections: §245-5 D (4) No Parking at any time on the following streets or portion of streets; and §245-5 F Parking in School Zones... on regular school days between 7:30 a.m. and 4:30 p.m....

| Name of Street | Sides | Location |
|---|--------------|--|
| S. Mission Drive [Added 10-20-2009 by Ord. No. 2009-1985] - <u>§245-5 F</u> | East | From Robinwood Lane to 80 feet north from 8:00 a.m. to 9:30 a.m. and 3:00 p.m. to 4:00 p.m. on school days |
| Mission Drive [Added 8-24-2004 by Ord. No. 2004-1808]- <u>§245-5 D (4)</u> | West | From Robinwood Lane to 150 feet north, from 8:00 a.m. to 9:30 a.m. and 3:00 p.m. on school days |
| Robinwood Lane [added 8-24-2004 by Ord. No. 2004-1809; repealed 3-20-2007 by Ord. No. 2007-1910]- <u>§245-5 D (4)</u> | <i>blank</i> | <i>Blank</i> |
| W. Robinwood Lane [Added 10-20-2009 by Ord. No. 2009-1985]- <u>§245-5 F</u> | North | From S. Mission Drive to 110 feet west from 8:00 a.m. to 9:30 a.m. and 3:00 p.m. to 4:00 p.m. on school days |

Staff recommends that to be consistent with the recommendation by the Board of Public Works, all locations be removed from §245-5 D (4) and §245-5 F and relocated in **§245-5 D (6)** At the times set forth below for the following streets or portions of streets.

| Name of Street | Sides | Location | Times |
|-----------------------|--------------|--|-----------------------------------|
| S. Mission Drive | East | From Robinwood Lane to 80 feet north | 7:00 am to 5:00 pm, weekdays only |
| S. Mission Drive | West | From Robinwood Lane to 150 feet north | 7:00 am to 5:00 pm, weekdays only |
| W. Robinwood Lane | North | From Mission Drive to 200 feet east | 7:00 am to 5:00 pm, weekdays only |
| W. Robinwood Lane | South | 50 feet east and 50 feet west of centerline of S. Mission Drive right-of-way | 7:00 am to 5:00 pm, weekdays only |

OPTIONS

- A. Remove references to the intersection of S. Mission Drive and W. Robinwood Lane from §245-5 D (4) and §245-5 F and add parking restrictions at all four locations in §245-5 D (6) for 7:00 am to 5:00 pm, weekdays only.
- B. Give further guidance to Staff.

FISCAL NOTE

Signs and paint for the curb may be accomplished within the existing DPW budget.

RECOMMENDATION

(Option A) Ordinance 2020-_____an ordinance to remove references to: the east side of S. Mission Drive from §245-5 F.; the west side of S. Mission Drive from §245-5 D. (4); and the north side of W. Robinwood Lane from §245-5 F.; then add all three locations plus the south side of W. Robinwood Lane, 50 feet east and 50 feet west of centerline of S. Mission Drive right-of-way to §245-5 D. (6) for 7:00 am to 5:00 pm, weekdays only.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2020-_____

ORDINANCE TO REMOVE REFERENCES TO:
THE EAST SIDE OF S. MISSION DRIVE FROM §245-5 F;
THE WEST SIDE OF S. MISSION DRIVE FROM §245-5 D (4);
AND THE NORTH SIDE OF W. ROBINWOOD LANE FROM §245-5 F;
THEN ADD ALL THREE LOCATIONS PLUS
THE SOUTH SIDE OF W. ROBINWOOD LANE, 50 FEET EAST AND 50 FEET WEST OF
CENTERLINE OF S. MISSION DRIVE RIGHT-OF-WAY TO §245-5 D (6)
FOR 7:00 AM TO 5:00 PM, WEEKDAYS ONLY

WHEREAS, the Board of Public Works has recommended to Common Council to have 'No Parking' on the south side of W. Robinwood Lane for 100-feet centered from the centerline of S. Mission Drive; and

WHEREAS, the Common Council asked Staff and the Board of Public Works to consider the timing of parking restrictions for all locations at this intersection near Robinwood Elementary School; and

WHEREAS, other parking in the vicinity of S. Mission Drive and W. Robinwood Lane is restricted from 8:00-9:30 a.m. and 3:00 to 4:00 p.m. on school days; and

WHEREAS, Staff has solicited input from neighboring properties and the Franklin School District; and

WHEREAS, the Board of Public Works has considered the issues and is recommending that all locations at this intersection be restricted from 7:00 am to 5:00 pm, weekdays only; and

WHEREAS, the Common Council concurs with the Board of Public Works and Staff recommendations.

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

SECTION I. Section 245-5 D (4) of the Municipal Code of the City of Franklin is hereby amended as follows:

REMOVE:

NAME OF STREET: "Mission Drive"

SIDES: "West"

LOCATION: "From Robinwood Lane to 150 feet north, from 8:00 a.m. to 9:30 a.m. and 3:00 p.m. on school days"

SECTION II. Section 245-5 F of the Municipal Code of the City of Franklin is hereby amended as follows:

REMOVE:

NAME OF STREET: "S. Mission Drive"

SIDES: "East"

LOCATION: "From Robinwood Lane to 80-feet north from 8:00 a.m. to 9:30 a.m. and 3:00 p.m. to 4:00 p.m. on school days"

NAME OF STREET: "W. Robinwood Lane"

SIDES: "North"

LOCATION: "From S. Mission Drive to 110 feet west from 8:00 a.m. to 9:30 a.m. and 3:00 p.m. to 4:00 p.m. on school days"

SECTION III. Section 245-5 D (6) of the Municipal Code of the City of Franklin is hereby amended as follows:

ADD:

NAME OF STREET: "S. Mission Drive"

SIDES: "East"

LOCATION: "From Robinwood Lane to 80 feet north"

TIMES: "7:00 am to 5:00 pm, weekdays only"

NAME OF STREET: "S. Mission Drive"

SIDES: "West"

LOCATION: "From Robinwood Lane to 150 feet north"

TIMES: "7:00 am to 5:00 pm, weekdays only"

NAME OF STREET: "W. Robinwood Lane"

SIDES: "North"

LOCATION: "From Mission Drive to 200 feet east"

TIMES: "7:00 am to 5:00 pm, weekdays only"

NAME OF STREET: "W. Robinwood Lane"

SIDES: "South"

LOCATION: "50 feet east and 50 feet west of centerline of S. Mission Drive right-of-way"

TIMES: "7:00 am to 5:00 pm, weekdays only"

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

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

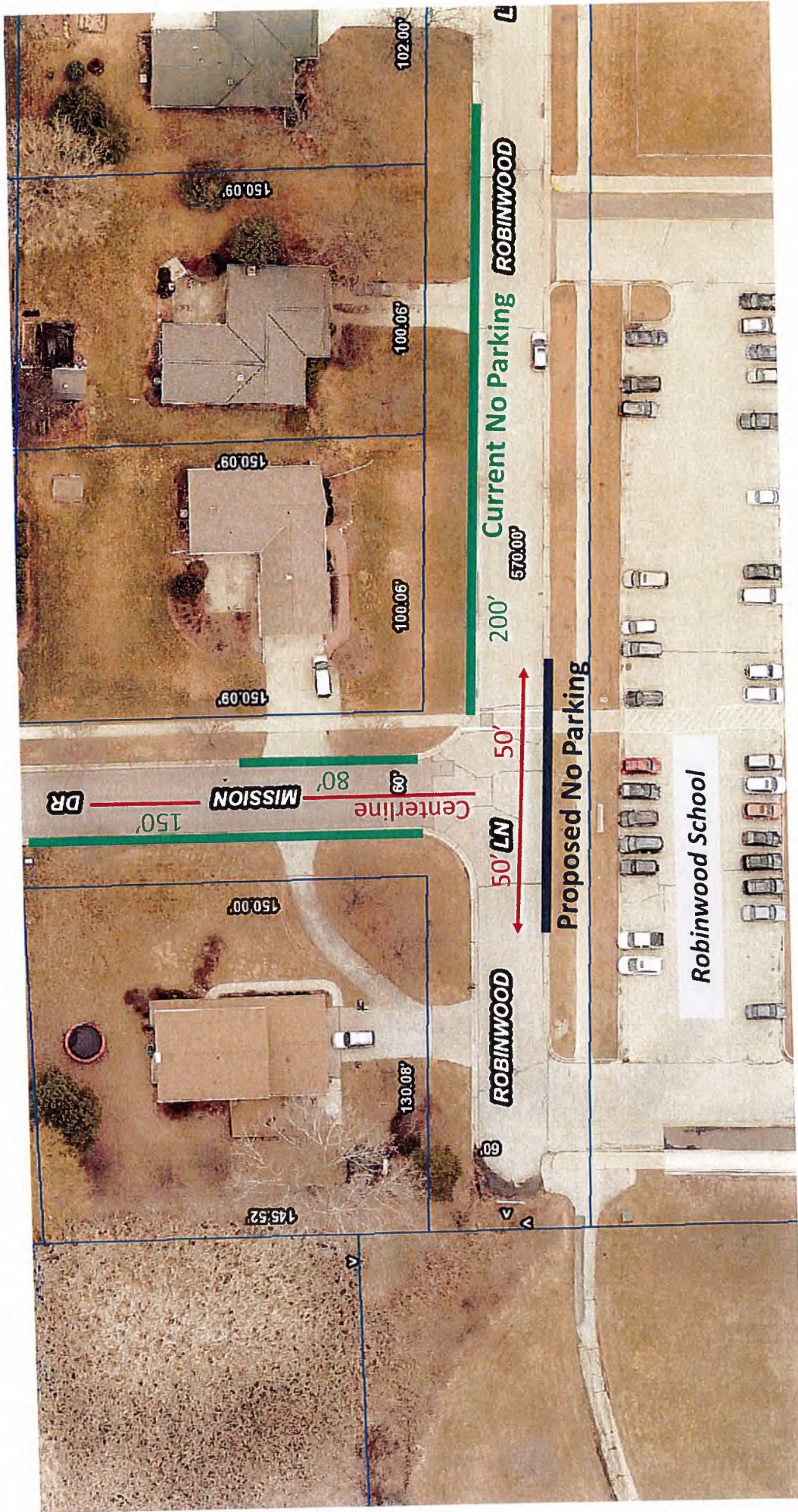
APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____



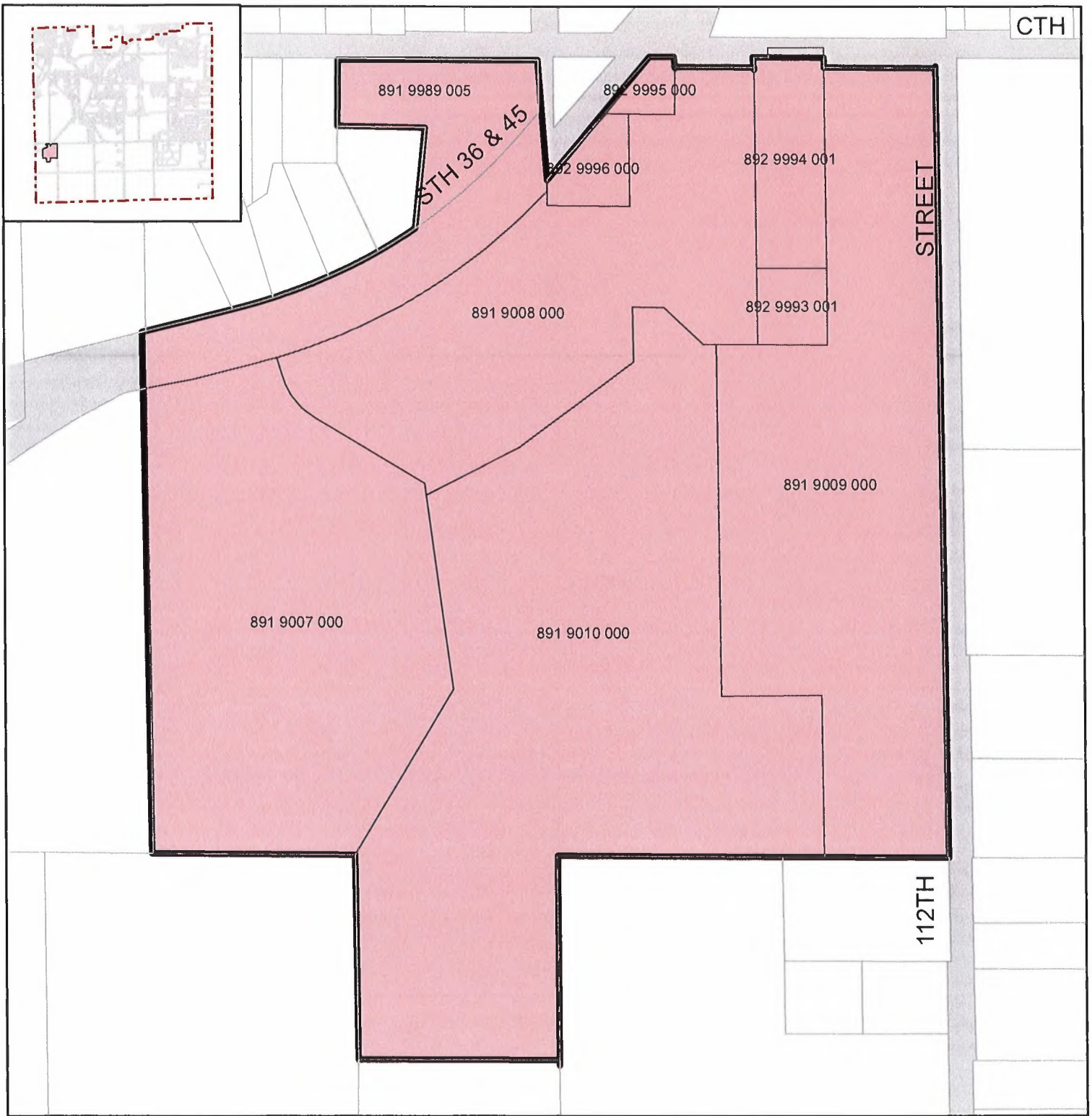
| | | |
|--|--|---|
| APPROVAL <i>Slaw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE February 17, 2020 |
| REPORTS AND RECOMMENDATIONS | Proposal for Amending the Boundary for Tax Incremental District No. 6 located in the SW corner of W. Ryan Road and S. 112 th Street | ITEM NUMBER <i>G.12.</i> |

The Common Council approved the creation of Tax Incremental District No. 6 (TID 6) on October 16th, 2018 for Bear Development for a 145-acre mixed use development. As the district was being formed, Bear Development indicated that they would be buying or gaining control of additional properties that are contiguous to the original boundary of TID 6 and requested that the City consider expanding the boundaries of TID 6 when they were ready to move forward with an expanded plan. These activities have taken place and Bear Development has requested that the City of Franklin Common Council amend the TID 6 boundaries.

The first step in the amendment process is approval of a contract with Ehlers to begin phase 1, the feasibility analysis, of a three-phase contract that culminates with submission to the State of Wisconsin for approval of the amended TID 6.

COUNCIL ACTION REQUESTED

A motion to approve \$15,000 for all three phases of TID 6 amendment, with Phases 2 and 3 planned for upon Council review of Feasibility Phase 1, or other action as deemed appropriate by Common Council.



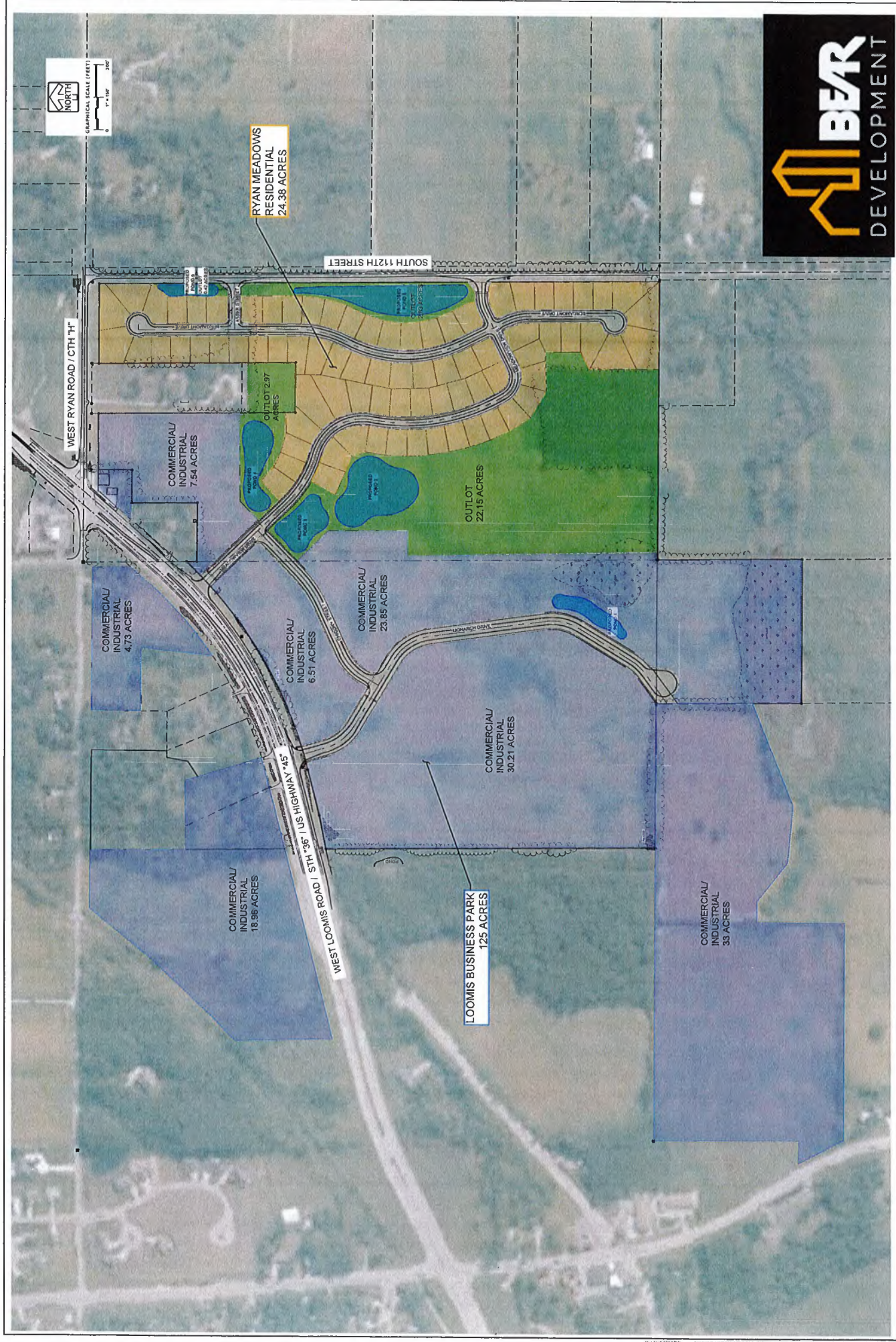
GIS Department
9229 W Loomis Rd
Franklin, WI 53132
www.franklinwi.gov

TID 6



FROM APPROVED PROJECT PLAN

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.



PROPOSED DRAFT BOUNDARY AMENDMENTS

January 9, 2020

Calli Berg, Director of Economic Development
Paul Rotzenberg, Director of Finance & Treasurer
City of Franklin, Wisconsin
9229 W Loomis Rd
Franklin, WI 53132

Re: Written Municipal Advisor Client Disclosure with the City of Franklin ("Client") for 2020 TIF No 6 Territory Amendment ("Project" Pursuant to MSRB Rule G-42)

Dear Calli and Paul:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers



Dawn Gunderson-Schiel, CPFO, CIPMA
Senior Municipal Advisor/Vice President

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B

Tax Incremental Financing Services

Scope of Service

Client has requested that Ehlers assist Client with Territory Amendment to Tax Increment District No. 6 (“Project”). Ehlers proposes and agrees to provide the following scope of services:

Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the Client’s objectives. This phase begins upon your authorization of this engagement and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers will:

- Consult with appropriate Client officials to identify the Client’s objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the “but for” test.
- Identify preliminary boundaries of the amendment and gather parcel data from Client for parcels to be added. Determine compliance with the following statutory requirements as applicable:
 - Equalized Value test.
 - Purpose test (still meets the requirements of a mixed-use district).
 - Newly-platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
 - Identification of the type of districts.
 - A description of the type, maximum life, expenditure period and other features corresponding to the type of district.
 - A summary of the development assumptions used with respect to timing of construction and projected values.
 - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
 - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues.
 - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
 - A draft time table for the Project.
 - Identification of how the creation date may affect the district’s valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.

- When warranted, evaluate and compare options with respect to boundaries, project costs and development levels.
- Ehlers will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission or governing body.

Phase II – Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission¹, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed and ends after the Joint Review Board takes action on the Project. As part of Phase II services, Ehlers will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.
- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.
- Coordinate with Client staff to confirm dates and times for the meetings indicated within the following table. Ehlers will ensure that selected dates meet all statutory timing requirements and will provide documentation and notices as indicated.

¹If Client has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district

| Meeting | Ehlers Responsibility | Client Responsibility |
|--------------------------------|--|--|
| Initial Joint Review Board | <p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> | <p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law</p> <p>Prepare meeting minutes</p> <p>Designate Client Joint Review Board representative</p> <p>Identify and recommend Public Joint Review Board representative for appointment</p> |
| Plan Commission Public Hearing | <p>Prepare Notice of Public Hearing and transmit to Client's designated paper.</p> | <p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> |
| Plan Commission Public Hearing | <p>For blighted area districts and in need of rehabilitation or conservation districts, provide a format for the required individual property owner notification letters</p> <p>Attend hearing to present draft Project Plan</p> | <p>Prepare and mail individual property owner notices (only for districts created as blighted area, or in need of rehabilitation or conservation)</p> <p>Prepare meeting minutes.</p> |
| Plan Commission | <p>Provide agenda language to Client</p> <p>Attend meeting to present draft Project Plan</p> <p>Provide approval resolution for Plan Commission consideration</p> | <p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law</p> <p>Distribute Project Plan & resolution to Plan Commission members in advance of meeting</p> <p>Prepare meeting minutes</p> |
| Governing Body Action | <p>Provide agenda language to Client</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for governing body consideration.</p> | <p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Provide Project Plan & resolution to governing body members in advance of meeting</p> <p>Prepare meeting minutes</p> |
| Joint Review Board Action | <p>Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions</p> <p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Provide agenda language to Client</p> <p>Attend meeting to present final Project Plan</p> <p>Provide approval resolution for Joint Review Board consideration</p> | <p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes</p> |

- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client's staff, Plan Commission, governing body and Joint Review Board members.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

Phase III – State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers will:

- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

Compensation

In return for the services set forth in the "Scope of Service," Client agrees to compensate Ehlers as follows:

| | |
|--------------|------------------|
| Phase I | \$ 5,900 |
| Phase II | \$ 7,500 |
| Phase III | \$ 1,600 |
| Total | \$ 15,000 |

- Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of \$750/scenario.
- In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase's completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$300.00/hour.

Payment for Services

For all compensation due to Ehlers, Ehlers will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Client Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description. (Needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

| Current Wisconsin Department of Revenue Fee Schedules | |
|--|-----------|
| Base Year Packet | \$1,000 |
| Amendment Packet with Territory Addition | \$1,000 |
| Amendment Packet with Territory Subtraction | \$1,000 |
| Base Value Redetermination | \$1,000 |
| Amendment Packet | No Charge |
| Annual Administrative Fee | \$150 |

A G R E E M E N T

This AGREEMENT, made and entered into this ____ day of February, 2020, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ehlers, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is N21 W23350 Ridgeview Parkway West, Suite 100, Waukesha, Wisconsin, 53188.

W I T N E S S E T H

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor 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 CONTRACTOR to provide financial services;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

- A. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for tax incremental financing services and confidential prospect pro forma review as described in CONTRACTOR's proposals to CLIENT dated January 9, 2020, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR 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 CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR 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 CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a combined not-to-exceed budget of \$15,000, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$15,000. 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.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR 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 CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Director of Economic Development, Calli Berg, will coordinate the work of the CONTRACTOR, 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 CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Director of Economic Development, Calli Berg CONTRACTOR'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 CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR 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, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR 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 CONTRACTOR 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 | \$1,000,000 |
| D. Worker's Compensation and Employers' Liability | \$500,000 |
| E. Professional Liability | \$2,000,000 |

Upon the execution of this AGREEMENT, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants 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 CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.
- E. 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

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of _____.

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 such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

CONTRACTOR 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 CONTRACTOR to CLIENT for inspection and copying upon request.

XI. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR 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

EHLERS, INC.

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BY: _____

PRINT NAME _____

TITLE. _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2020-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH
EHLERS & ASSOCIATES, INC. FOR TAX INCREMENTAL DISTRICT SERVICES AND
AMENDMENT PROFESSIONAL SERVICES

WHEREAS, Tax Incremental District No. 6 (TID 6) was created on November 1, 2018 to create a mixed-use development area for activities proposed by Bear Development that include residential, commercial, and industrial uses; and

WHEREAS, prior to creation of TID 6, Bear Development intended to continue acquiring and gaining control of contiguous properties around the original boundaries of TID 6 with the intention of requesting an amendment to the original boundary once those activities were complete; and

WHEREAS, Bear Development has now acquired or gained control over those additional properties that are intended to be part of the mixed-use development; and

WHEREAS, Ehlers & Associates, Inc. has provided a three-phase proposal that includes a feasibility analysis of the proposed boundary amendment; and

WHEREAS, the Common Council upon the recommendation of City staff having reviewed such proposed agreement for professional consulting services and having found same to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Agreement to Provide Tax Incremental Financing Services with Ehlers & Associates, Inc., in the form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a meeting of the Common Council of the City of Franklin this 17th day of February 2020.

Passed and adopted at a meeting of the Common Council of the City of Franklin this 17th day of February 2020.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

| | | |
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| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE February 17, 2020 |
| REPORTS & RECOMMENDATIONS | RESOLUTION TO REIMBURSE LOOMIS & RYAN, INC. FOR OVERSIZING WATER MAIN INSTALLED AS PART OF TAX INCREMENT DISTRICT NO. 6 AND THE RYAN MEADOWS SUBDIVISION AND ALSO REIMBURSE VICTORY OF THE LAMB FOR OVERSIZING WATER MAIN INSTALLED PER RESOLUTION 2015-7123 | ITEM NUMBER <i>G.13.</i> |

BACKGROUND

During the design of the Tax Increment District (TID) No. 6 and the Ryan Meadows Subdivision, it was found advantageous, from a system stand point, to extend a water main to the development. The developer, Loomis & Ryan, Inc., was directed to install 16-inch water main and this installation has been completed and placed in operation. The developer is requesting reimbursement for the oversized water main which is allowable per Item 10 of Exhibit E in the development agreement dated January 21, 2020 (Resolution 2020-7585).

The Developer shall install a 16-inch diameter water main on Loomis & Ryan Roads, 12-inch diameter water main on Monarch Drive and Bergamont Drive from the existing water main located at 11120 Loomis Drive, northeast 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 project is constructed and has passed all pressure and disinfectant tests. There are some items such as as-builts and final clean up that will be necessary before the line can be accepted, and this is expected to occur in the early spring 2020.

ANALYSIS

Staff has verified that the oversizing costs from an 8" system to a 16" system is \$192,218.85. Per the development agreement that outlines five equal payment, the developer is owed \$38,443.77/year. This payment will be made each year from Water Impact Fund.

Note that the developer assisted Victory of the Lamb Church (VOTL) to complete the remainder of the water main required to extend across their property and there is a private agreement to cover those expenses for an 8-inch main system (approximately \$73k). Per the development agreement with VOTL (Resolution 2015-7123), the City will reimburse VOTL for the oversizing costs and staff has verified the amount as \$19,410.83.

Because the February 15th deadline has expired, Staff is recommending that the payment to both the developer and VOTL be made for 2020.

OPTIONS

- A. Reimburse developer and church for oversizing costs: or
- B. Give further direction to staff

FISCAL NOTE

The reimbursement will be paid from the water-impact fee account. The 8-inch system will be paid from TID financing.

COUNCIL ACTION REQUESTED

(Option A) Resolution 2020-_____ a resolution to reimburse Loomis & Ryan, Inc. for oversizing water main installed as part of Tax Increment District No. 6 and the Ryan Meadows Subdivision. Also direct staff to make initial partial payment of \$38,443.77 to Loomis & Ryan, Inc. in 2020. In addition, reimburse Victory of the Lamb as part of the development agreement adopted in Resolution 2015-7123 for the full amount of oversizing a water main \$19,410.83.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 -

RESOLUTION TO REIMBURSE LOOMIS & RYAN, INC.
FOR OVERSIZING WATER MAIN INSTALLED AS PART OF
TAX INCREMENT DISTRICT NO. 6 AND THE RYAN MEADOWS SUBDIVISION AND ALSO
REIMBURSE VICTORY OF THE LAMB FOR OVERSIZING WATER MAIN INSTALLED PER
RESOLUTION 2015-7123

WHEREAS, Common Council adopted Resolution No. 2020-7585 for a Subdivision Development Agreement (SDA) for Tax Increment District No. 6 and the Ryan Meadows Subdivision, and

WHEREAS, Common Council adopted Resolution No. 2015-7123 for a Development Agreement (DA) for Victory of the Lamb Church; and

WHEREAS, both subdivision development agreements include commitments that the City will reimburse the developer for the oversize costs on installing a water main above an 8" diameter size; and

WHEREAS, both water mains have been constructed and placed in service and are eligible for reimbursement by the City as outlined in the SDA and DAs.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that Loomis & Ryan, Inc. be reimbursed for oversizing water main installed as part of Tax Increment District No. 6 and the Ryan Meadows Subdivision \$192,218.85 in five equal payments of \$38,443.77 per year with the first payment to occur in February 2020; and

BE IT FURTHER RESOLVED that Victory of the Lamb be reimbursed for oversizing a water main section installed as part of the development as outlined in Resolution No. 2015-7123 for \$19,410.83 in one payment to occur in February 2020.

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 _____
GEM

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| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE February 17, 2020 |
| Reports & Recommendations | SUPPORT TO MILWAUKEE METROPOLITAN SEWERAGE DISTRICT FOR EXTENSION OF METROPOLITAN INTERCEPTOR SEWER ON S. 27 TH STREET FROM W. OAKWOOD ROAD TO W. COUNTY LINE ROAD | ITEM NO. <i>G.14.</i> |

BACKGROUND

Milwaukee Metropolitan Sewerage District (MMSD) owns and maintains a system of metropolitan interceptor sewers (MIS) to receive and convey sanitary sewage from member communities including Franklin, Oak Creek, and Caledonia. Raymond is in the early stages of also becoming a member community.

There is a MIS that extends south on S. 27th Street to W. Oakwood Road. This MIS is sufficiently deep to be extended further south, beneath the Root River, and receive sewage from Caledonia and Raymond. To date, MMSD has not included this MIS extension in their capital improvement project lists.

ANALYSIS

Staff understands that Oak Creek, Caledonia, and Raymond have asked MMSD to consider this MIS extension. Because the MIS is not extended at this time, the City of Franklin Tax Increment District (TID) No. 4 has had to expend a large amount of funds to construct a pump station and force main that could have been avoided if there were a gravity MIS in the area. The Franklin Sewer Utility will need to fund ongoing maintenance, operation, and electric for the operation of the pump station.

It would take MMSD several years to plan, prioritize, design, fund, and construct the MIS extension. Regardless, it is advantageous to the complete development of the Franklin Corporate Park for MMSD to extend the MIS and ultimately take the pump station out of service.

Enclosed is a draft letter for the Mayor to finalize and send to MMSD expressing Franklin's desire and support for this project. Suggested changes from the Aldermen are appreciated in those efforts.

OPTIONS

- A. Provide comments and direction to the Mayor in support of a letter to MMSD, or
- B. Refer back to Staff with further direction.

FISCAL NOTE

No impact to current budgets.

RECOMMENDATION

(Option A) Provide direction to the Mayor to send/not send a letter of support to Milwaukee Metropolitan Sewerage District for extension of metropolitan interceptor sewer on S. 27th Street from W. Oakwood Road to W. County Line Road.

Draft

Kevin Shafer, P.E.
Executive Director
Milwaukee Metropolitan Sewerage District (MMSD)
260 West Seeboth Street
Milwaukee, WI 53204

Dear Mr. Shafer:

RE: Metropolitan Interceptor Sewer (MIS) Extension Request

As MMSD is completing master plan efforts, the City of Franklin hereby formally requests that MMSD construct an extension of the existing MIS located in S. 27th Street, just south of Oakwood Road, extending southward into Racine County, to serve future growth in the adjacent southern portion of the City. First and foremost, this extension is needed to help foster economic development in this area.

If the MIS extension were completed, the City of Franklin would be able to serve the new Franklin Corporate Park by gravity and abandon the energy-intensive lift station. This will save finances for all sewage rate payers and is a much more sustainable solution for the long term.

The City has held discussions with Raymond about potentially sharing the cost of installing a larger regional sewage pump station locally owned by Franklin. Unfortunately, their development timing did not coincide with ours. Now we understand that WisDOT is planning a significant road improvement (circa 2025) and it would be advantageous for MMSD to construct this sewer prior to WisDOT's project and minimize the inconvenience to the Franklin Corporate Park patrons.

Please advise if there are any questions or if you need any further documentation regarding the above request.

Sincerely,

Mayor Stephen R. Olson
City of Franklin

| | | |
|------------------------------|--|-----------------------------------|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE February 17, 2020 |
| REPORTS & RECOMMENDATIONS | DIRECTION TO STAFF FOR WISDOT PROJECT ON S. LOVERS LANE (U.S. 45 / STH 100) FROM W. RAWSON AVENUE TO W. COLLEGE AVENUE | ITEM NUMBER <i>6.15.</i> |

BACKGROUND

The Wisconsin Department of Transportation (WisDOT) is planning to reconstruct S. Lovers Lane (U.S. 45 / STH 100) from W. Rawson Avenue to W. College Avenue. This will essentially extend the "Hales Corners" project further south.

Anticipated construction is scheduled for 2025. WisDOT is holding a public information meeting on February 27, 2020, from 5:00 to 7:00 p.m. in the library of the Franklin High School. All public is encouraged to attend and learn about some significant changes that are being considered. The significant changes include:

- West Service (Frontage) Road (6991 S. Lovers Lane Road). The south access would be closed with a cul-de-sac.
- East Service (Frontage) Road between S. Phyllis Lane and W. Herda Place (6910-7042 S. Lovers Lane). The current WisDOT plans would change this road from two-way to one-way to minimize impacts to property acquisition for the affected properties. Staff has recommended that the one-way be designated as south-bound to minimize T-bone collisions that would occur at W. Herda Place if cars leaving these properties were to want to go south on S. Lovers Lane and there would be a blind spot while trying to make a U-turn.
- W. Cortez Circle / W. Cortez Road. No left turns from the side streets will be allowed. WisDOT will collect new traffic counts in March to confirm decision.
- W. Cortez Circle North / S. Prairie Wood. No left turns from the side streets will be allowed because the median will be closed to accommodate left turn queuing at W. Speedway Drive.
- Venture Drive. No left turns will be allowed because the median will be closed to accommodate left turn queuing at S. Whitnall Edge Road.

Current aerials with some Staff markups are provided. WisDOT is still creating the concept drawings that will be available at the meeting on the 27th.

ANALYSIS

WisDOT Staff has been meeting with City Staff and need some direction on some issues during this planning phase. Many of these decisions will have impacts on future City budgets. The sooner decisions can be finalized, the sooner WisDOT can provide budget numbers for the City.

Stock Pile Issue: Does Franklin have any suggested restrictions on height of stored materials? WisDOT allows contractors to store materials in the work zone. In Hales Corners, the contractor removed concrete pavement, crushed it, then temporarily placed it in the median. There were many complaints from businesses who felt that the stored materials blocked their visibility to adjacent traffic. Since Franklin businesses are set back further from the road, this may not be an issue in Franklin. Restricting stored materials in the work zone will cause increased traffic for materials to be removed and brought back. This extra effort will also require extra construction time for the contractor to remove and replace materials. WisDOT would like Franklin's input on desired stock pile restrictions, if any.

Context Sensitive Solutions (CSS): From WisDOT commitments in 2010 and 2014, there is a maximum of \$371,500 (3% of construction costs) of CSS funds available to Franklin for road amenities such as benches, lighting, signage, etc. (but not including sidewalks). Staff needs direction on what amenities the Common

Council desires. These elements will be placed in the WisDOT plans and depending on the element, Franklin may be responsible for a portion or all of the increased project costs. For example, there is a 50/50 cost share split for new lighting systems (if not a system then 100% local cost). Costs for decorative lights above a standard light pole are 100% local cost. CSS funds can be used for the decorative upgrade. Once Staff is given direction on what the Common Council would like to see in this corridor, estimates for Franklin budgets can be created. Attached are some suggested items provided in the recent re-branding efforts.

Sidewalks: The preliminary plans include sidewalks. There is no cost for sidewalks as part of this reconstruction project. The City would have to sign a maintenance agreement for the sidewalks which could be delegated to the residents as other sidewalks in front of properties are delegated. Staff would like confirmation that sidewalks on both sides of the road are desirable.

Crosswalks: WisDOT will own and maintain pedestrian crosswalks at signal intersections (W. College Avenue and W. Speedway Drive). If the City would like additional crosswalks at non-signalized intersections, the City would be responsible for the ownership and maintenance of such crosswalks forever. Staff would like confirmation that additional crosswalks are not needed.

The Board of Public Works met on February 11 and provided some additional comments for the Common Council's consideration:

- Contractor should be allowed to store any materials in the right of way to facilitate getting the project done at the earliest possible timeframe.
- Branding Signs should be heavily considered.
- CSS amenities might consider electronic signage.
- The inability to turn left from the Cortez roads is troublesome.
- WisDOT should have strict standards for contractor's dust control.

OPTIONS

A. Give direction to staff on all or some of the above issues: or

B. Table discussion until after the February 27, 2020, WisDOT public information meeting. Aldermen are encouraged to discuss the issues directly with WisDOT representatives

FISCAL NOTE

All items will be earmarked for a future budget. Some items may be paid for from various non-highway and capital improvement funds- such as the room tax. Some items may be assessed to benefited property owners.

COUNCIL ACTION REQUESTED

(Option B) Give direction to staff concerning stock pile issue, context sensitive solution elements, sidewalks, and crosswalks on or after the February 27, 2020, WisDOT public information meeting.

Engineering: GEM

Division of Transportation System Development
Southeast Region
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Phone: (262) 548-5902
FAX: (262) 548-5662
Email: ser.dtsd@dot.wi.gov



February 5, 2020

Name
Title
Business Name
Street
PO Box
City State Zip

Greetings,

Project ID: 2040-14-00/70
US 45 / Rawson Avenue to College Avenue
Milwaukee County

Please join us for a Public Involvement Meeting to discuss proposed improvements to US 45 (Lovers Lane) from Rawson Avenue to College Avenue, in Milwaukee County.

The meeting is scheduled for Thursday, February 27th, 2020, from 5:00 p.m. to 7:00 p.m., at the Franklin High School located at 8222 South 51st Street, Franklin, WI 53132. Come any time as the meeting is an open house with no formal presentation. The meeting will take place in the Library Media Center, please use the main entrance.

The objective of the meeting is to discuss the current scope of work, staging, traffic management and to gather input for this north/south arterial.

The improvement project is currently scheduled to begin in 2025.

We look forward to working with you on this transportation investment. If you have any questions, or if you cannot attend the meeting, but would like to find out more about the project, please contact me at (262) 548-5603 or douglas.cain@dot.wi.gov.

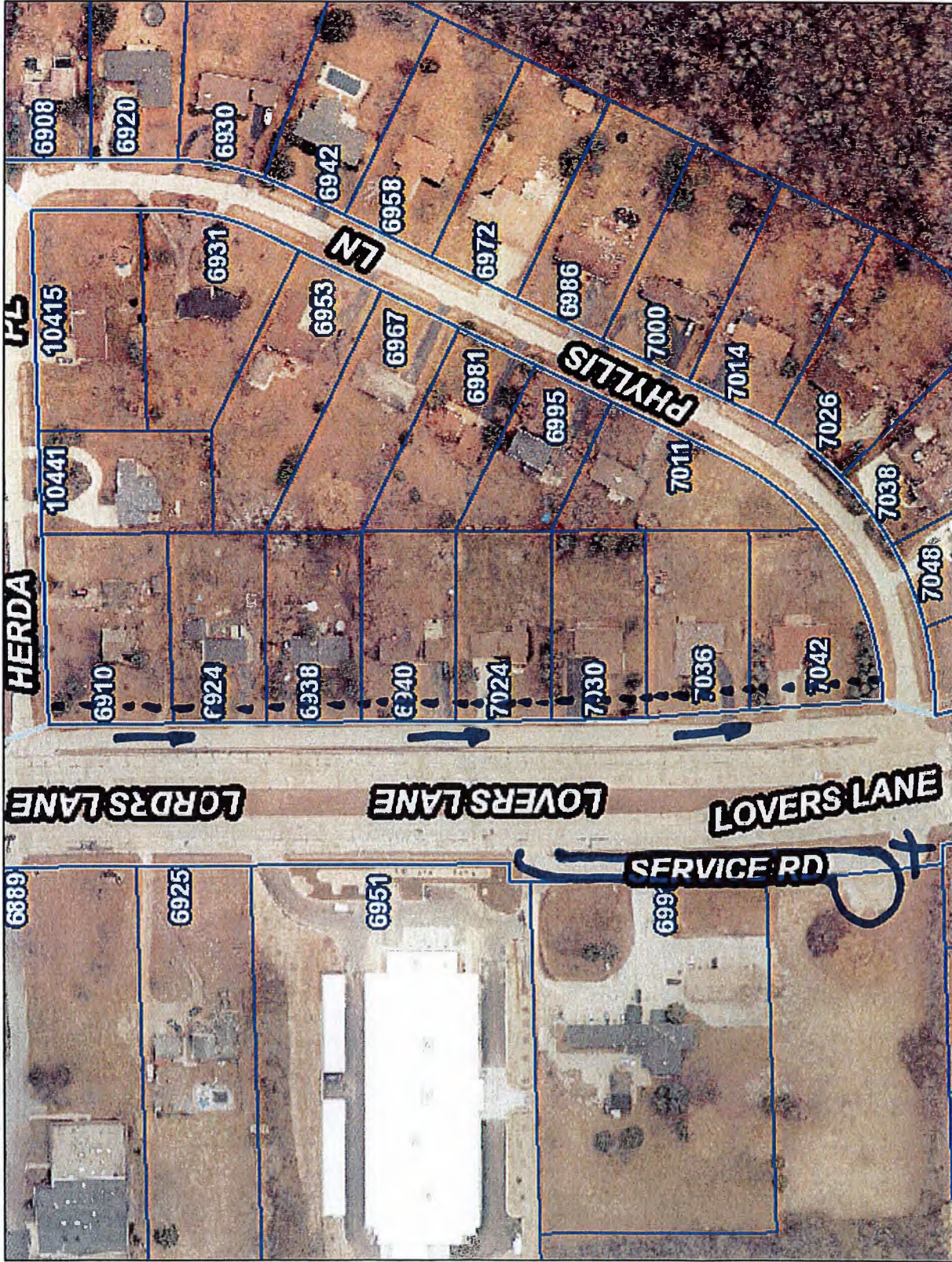
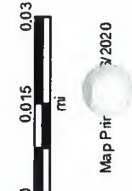
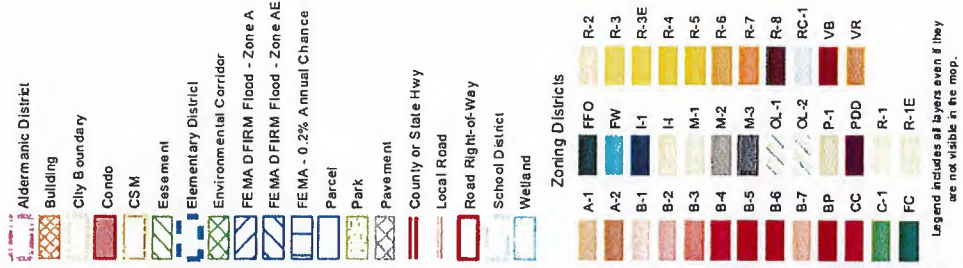
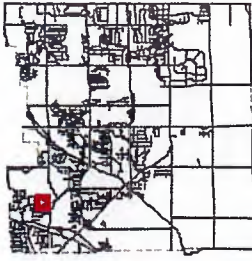
Sincerely,

Douglas A. Cain

Douglas A. Cain, P.E.
WisDOT Project Manager

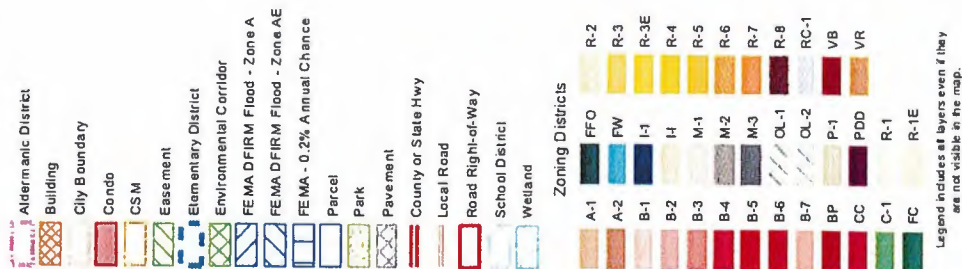
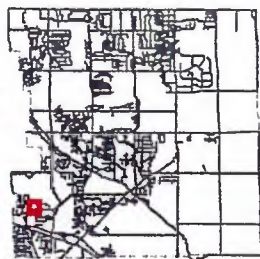
Franklin Public Property Viewer

Overview Map



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(C) City of Franklin, WI



Map Printed: 2/6/2020



(c) *City of Franklin, WI*

(c) City of Franklin, WI

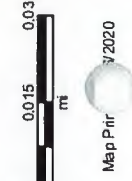
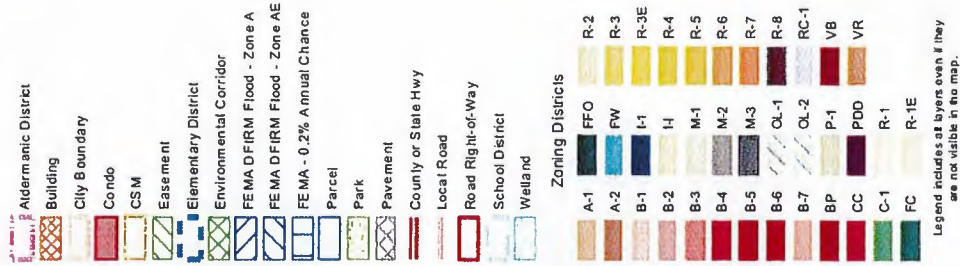
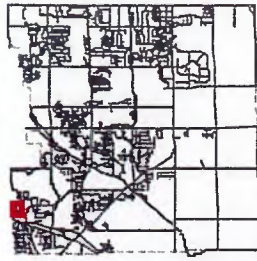


9229 W. Loomis Rd. Franklin,
www.franklinwi.gov

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

Franklin Public Property Viewer

Overview Map



(C) City of Franklin, WI

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| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE February 17, 2020 |
| REPORTS AND RECOMMENDATIONS | RELOCATION OF CITY AND WE ENERGIES LIGHTS TO ACCOMMODATE MILWAUKEE COUNTY'S REHABILITATION OF W. RAWSON AVENUE (CTH BB) FROM S. LOVERS LANE ROAD (USH 45 / STH 100) TO W. HAWTHORNE LANE | ITEM NUMBER G.16. |

BACKGROUND

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

ANALYSIS

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

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

OPTIONS

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

FISCAL NOTE

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

COUNCIL ACTION REQUESTED

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

Engineering: GEM



We Energies
231 W Michigan St.
Milwaukee, WI 53203
www.we-energies.com

January 17, 2020

 COPY

City of Franklin
Ronnie Asuncion
9229 W. Loomis Road
Franklin, WI 53132

Subject: Work Request 4471295; Lighting at CTH BB/S. Lovers Lane Rd. and W. Rawson Ave./92nd St.

Dear Ronnie Asuncion:


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 \$3,662.00, and does include site restoration. Net monthly charges will initially increase by \$0.32, 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 414-944-5617. 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

| | | |
|--|--|---|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 2/17/2020 |
| REPORTS & RECOMMENDATIONS | Authorization to Execute Proposals with Industrial Roofing Services, Inc. for Visual Hardscape Surveys, Visual Roof Surveys, Visual Window & Wall Surveys, and Visual HVAC Mechanical Surveys of Multiple City Facilities as part of an Enhanced Capital Improvement Plan (CIP) | ITEM NUMBER <i>G.17.</i> |

As a recap from the January 21, 2020 meeting, the Mayor's Recommended 2020 Budget and the Adopted Budget included the following statement.

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

Proposals from Industrial Roofing Services, Inc. for roof, hardscape, and window and wall surveys were reviewed at the January 21, 2020 Council Meeting where the following motion was made pertaining to the "Data Collection for an Enhanced Capital Improvement Plan (CIP)" item:

"Alderman Barber moved to authorize staff to prepare any revisions to the proposals presented and to obtain a completed proposal for HVAC inspections with Industrial Roofing Services, Inc., and to return the same to the Common Council for approval, acknowledging that as much as \$32,000 to \$40,000 in the General Fund contingency appropriation would be required. Seconded by Alderman Nelson. All voted Aye; motion carried."

Attached/listed below are final versions of proposals from Industrial Roofing Systems, Inc. (IRS) and their respective costs for the following surveys (including HVAC) to be done on the main City buildings: City Hall, Police Department, Library, DPW, three Fire Stations, some of the accessory buildings associated with them, as well as some park shelters:

Visual Hardscape Surveys: \$9,050.00

Visual Roof Surveys: \$9,050.00 (Excludes Ken Windl Park based on budgeted work that will already occur this year)

Visual Window & Wall Surveys: \$9,825.00

Visual HVAC Mechanical Surveys: \$9,850.00

The City has used Industrial Roofing Services, Inc. (IRS) for its roof inspections and design. They performed very well for the City Hall project in 2019 and the Fire Department project a couple years ago. Each of their attached proposals identifies the scope of the work involved. Their reports are detailed and will be very useful for a CIP. The proposals were modified to expand the "annual budget summary" information to a 10-year period, as opposed to 5-year.

As was stated in the last Council Action pertaining to this item, if these proposals are approved, it **would be necessary to use General Fund contingency appropriations.** The combined total cost of the attached four proposals is \$37,775.

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

Conclusion: The Director of Inspection Services Scott Satula and Superintendent of Building Maintenance Bob Tesch both met with IRS and discussed the contents of each proposal in detail and recommend to the Common Council that the City accept the proposals from IRS and move forward with this work.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Inspection Services to execute all four proposals with Industrial Roofing Services, Inc. for Visual Hardscape Surveys (\$9,050), Visual Roof Surveys (\$9,050), Visual Window & Wall Surveys (\$9,825), and Visual HVAC Mechanical Surveys (\$9,850) of the multiple City facilities as outlined in each proposal - all totaling \$37,775 - using General Fund contingency appropriations.

Director of Inspection Services-Scott Satula



IRS

Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

Proposal for

VISUAL HARDSCAPE SURVEYS

Of

MULTIPLE FACILITIES PER

ATTACHED FACILITY LIST

Submitted by

W RYAN WILKE, PE

Prepared for

Mr Scott Satula
Director of Inspection Services
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

January 27, 2020

January 27, 2020

Mr. Scott Satula, Director of Inspection Services
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

SUBJECT Proposal to Complete Visual Hardscape Surveys of Multiple Facilities per Attached Facility List.

Dear Mr. Satula

Industrial Roofing Services, Inc. is pleased to submit the following proposal to perform Visual Hardscape Surveys of the facilities indicated on the attached listing. This survey and the accompanying summaries will provide you with the information necessary to plan for any required hardscape work during the next ten (10) years, creating a hardscape management program to facilitate proactive asset management practices that result in reduced life-cycle costs of new and existing hardscape assets.

The results of these surveys will be available for your review through a secure client login via our Web Based Asset Management System at www.irsroof.com. Secure, web based access to the information gathered during these surveys along with our observations and recommendations provide easy access to all information necessary to effectively manage your facilities hardscape assets.

IRS shall supply all services necessary to provide the following information:

Site Plan Drawings: IRS will create a CAD-generated site plan drawing of each facility as part of this proposal to identify individual hardscape areas and determine total square footage for the purpose of establishing budgets. The site plan drawings shall be representative of critical lot dimensions and show your hardscapes in relationship to main and secondary buildings, drainage receptor locations, parking layout, including ADA parking stalls, light pole positions, curbing, islands, adjoining roads, etc., to provide you with a graphic representation of the site discussed within the survey report.

Safety Concerns: We will identify any areas needing immediate attention to correct deficiencies which may pose a safety concern.

Hardscape Conditions and Photographs: IRS will examine the condition of each hardscape area, noting and documenting observed conditions, general drainage characteristics, excessive traffic patterns, etc. Conditions of each hardscape area will be confirmed and documented with photographs. The identification of current conditions and the status of one's assets are important in developing a long-term hardscape asset management strategy. IRS will provide you with an overall assessment of appearance and conditions of each site. This may include observations of surrounding topography, which may adversely impact base or sub-base drainage of your hardscapes. Americans with Disabilities Act (ADA) compliance will also be noted.

Mr. Satula
January 27, 2020
Page 2

Site Statistics: We will provide you with specific dimensions noting square footage, number of parking and handicap stalls, number of drainage components and light poles plus additional information as needed

Paser Rating: We will evaluate the general condition of your hardscape areas using the **Pavement Surface Evaluation and Rating System (1-10 – 10=best)**. Use of this standardized rating system provides the consistency and uniformity necessary for effective prioritization of spending in the most fiscally responsible manner possible for the protection and maintenance of your assets

Recommendations and Estimated Costs: Based on the existing construction and conditions of each hardscape area, IRS will establish recommendations and accurate budget figures for both maintenance and/or capital expenditures which may be required over the next ten (10) years

Annual Budget Summary: The recommendations and budgets will be compiled into a summary for any necessary maintenance and capital roofing expenditures over the next ten (10) years

Mr Satula
January 27, 2020
Page 3

FEES

Industrial Roofing Services, Inc shall provide the above-described services for each of the facilities buildings on the attached "Facility List" for the lump sum fee of Nine Thousand Fifty Dollars (\$9,050)

AUTHORIZATION

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i.e. a purchase order or signed contract) to our corporate headquarters

Industrial Roofing Services, Inc
13000 West Silver Spring Drive
Butler, WI 53007
Fax (262) 432-0504

Upon receipt of a purchase order or signed contract we will enter the information in our system and schedule the work to be completed

Should you have any questions regarding this proposal, please do not hesitate to call. We appreciate this opportunity and look forward to working with you on this project

Sincerely yours,
INDUSTRIAL ROOFING SERVICES, INC

W. Ryan Wilke, PE

W Ryan Wilke, PE
Sr Project Manager

tlr

Acknowledged by:

Name Title Date: _____

Mr Satula
January 27, 2020
Page 4

FACILITY LIST

| <u>Site Name</u> | <u>Site Address</u> | <u>Survey Cost</u> |
|------------------------------|-----------------------------------|--------------------|
| City Hall | 9229 W Loomis Road | \$1,100 00 |
| City Hall – Storage Garage | 9229 W Loomis Road | Included |
| City Hall – Storage Building | 9229 W Loomis Road | Included |
| Fire Station #1 | 8901 W Drexel Ave Fire Station #1 | \$650 00 |
| Fire Department Garage | 8901 W Drexel Ave Fire Station #1 | Included |
| DPW Garage | 7979 W Ryan Rd | \$1,500 00 |
| Salt Storage Shed | 7811 W Ryan Rd Public Works | Included |
| Stock Garage | 7811 W Ryan Rd Public Works | Included |
| Public Works Garage | 7811 W Ryan Rd Public Works | Included |
| Sign Shed | 7811 W Ryan Rd Public Works | Included |
| Salt dome | 7811 W Ryan Rd Public Works | Included |
| Fire Station #3 | 4755 W Drexel Ave Fire Station #3 | \$650 00 |
| Fire Station #3 Garage | 4755 W Drexel Ave Fire Station #3 | Included |
| Fire Station #2 | 9911 S 60th St Fire Station #2 | \$650 00 |
| Police Department | 9455 W Loomis Road | \$1,500 00 |
| Public Library | 9151 W Loomis Road | \$1,250 00 |
| Lions Legend Park | 8050 Legend Drive Lions | \$550 00 |
| Vernon E Barg Pavilion | 8717 W Drexel Ave Lions | \$550 00 |
| Ken Windl Park | 11615 W Rawson Ave | \$650 00 |
| | Total | \$9,050.00 |



IRS

Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

Proposal for

VISUAL ROOF SURVEYS

Of

MULTIPLE FACILITIES PER
ATTACHED FACILITY LIST

Submitted by

W RYAN WILKE, PE

Prepared for

Mr Scott Satula
Director of Inspection Services
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

January 27, 2020



IRS**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive
Butler, Wisconsin 53007
Phone (262) 432-0500
Fax (262) 432-0504
www.irsroof.com

January 27, 2020

Mr. Scott Satula, Director of Inspection Services
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Subject **Proposal to complete Visual Roof Surveys of Multiple Facilities per Attached Facility List.**

Dear Mr. Satula

Industrial Roofing Services, Inc. is pleased to submit the following proposal to perform Visual Roof Surveys of each roof area of the facilities indicated on the attached listing. These surveys and their accompanying summaries will provide you with the information necessary to plan required roofing work during the next ten (10) years, creating a roof management program to facilitate proactive asset management practices that result in reduced life-cycle costs of new and existing roof.

The results of these surveys will be available for your review through a secure client login via our Web Based Asset Management Program at www.irsroof.com. Secure, web-based access to the information gathered during this survey along with our observations and recommendations provide easy access to all information necessary to effectively manage your roof assets.

IRS shall supply all services necessary to provide the following information:

Roof Plan Drawing: IRS will create a scaled, CAD-generated roof plan of each facility to identify individual roof areas and determine total square footage for the purpose of establishing budgets. All perimeters will be shown on the plan.

Roof Conditions and Photographs: IRS will examine each roof system's general appearance to analyze flashing conditions, membrane surface conditions, general drainage characteristics, excessive traffic patterns, etc., and to identify the presence of any contaminants and/or previous repairs. The adjoining building walls will also be examined for conditions that could affect the performance of the roof system. Conditions of each roof area will be confirmed and documented with photographs.

Recommendations and Estimated Costs: Based on the existing construction and conditions of each roof area, IRS will establish recommendations and estimated costs for all roofing work that may be required over the next ten (10) years.

Annual Budget Summary: The recommendations and budgets will be compiled into a summary for any necessary maintenance and capital roofing expenditures over the next ten (10) years.

Mr Satula
January 27, 2020
Page 2

FEES

Industrial Roofing Services, Inc shall provide the above-described services for each of the facilities buildings on the attached "Facility List" for the lump sum fee of Nine Thousand Fifty Dollars (\$9,050)

AUTHORIZATION

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i.e. a purchase order or signed contract) to our corporate headquarters

Industrial Roofing Services, Inc
13000 West Silver Spring Drive
Butler, WI 53007
Fax (262) 432-0504

Upon receipt of a purchase order or signed contract we will enter the information in our system and schedule the work to be completed

Should you have any questions regarding this proposal, please do not hesitate to call. We appreciate this opportunity and look forward to working with you on this project.

Sincerely yours,
INDUSTRIAL ROOFING SERVICES, INC

W. Ryan Wilke, PE

W. Ryan Wilke, PE
Sr. Project Manager

tlr

Acknowledged by:

Name Title Date: _____

Mr Satula
January 27, 2020
Page 3

FACILITY LIST

| <u>Site Name</u> | <u>Site Address</u> | <u>Survey Cost</u> |
|------------------------------|-----------------------------------|--------------------|
| City Hall | 9229 W Loomis Road | \$975 00 |
| City Hall – Storage Garage | 9229 W Loomis Road | Included |
| City Hall – Storage Building | 9229 W Loomis Road | Included |
| Fire Station #1 | 8901 W Drexel Ave Fire Station #1 | \$975 00 |
| Fire Department Garage | 8901 W Drexel Ave Fire Station #1 | Included |
| DPW Garage | 7979 W Ryan Rd | \$1,500 00 |
| Salt Storage Shed | 7811 W Ryan Rd Public Works | Included |
| Stock Garage | 7811 W Ryan Rd Public Works | Included |
| Public Works Garage | 7811 W Ryan Rd Public Works | Included |
| Sign Shed | 7811 W Ryan Rd Public Works | Included |
| Salt dome | 7811 W Ryan Rd Public Works | Included |
| Fire Station #3 | 4755 W Drexel Ave Fire Station #3 | \$875 00 |
| Fire Station #3 Garage | 4755 W Drexel Ave Fire Station #3 | Included |
| Fire Station #2 | 9911 S 60th St Fire Station #2 | \$875 00 |
| Police Department | 9455 W Loomis Road | \$1,500 00 |
| Public Library | 9151 W Loomis Road | \$1,250 00 |
| Lions Legend Park | 8050 Legend Drive Lions | \$550 00 |
| Vernon E Barg Pavilion | 8717 W Drexel Ave Lions | \$550 00 |
| | Total | \$9,050.00 |



IRS

Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

Proposal for

VISUAL WINDOW AND WALL SURVEY

Of

MULTIPLE FACILITIES PER

ATTACHED FACILITY LIST

Submitted by

W RYAN WILKE, PE

Prepared for

Mr Scott Satula
Director of Inspection Services
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

January 27, 2020



Industrial Roofing Services, Inc.

13000 West Silver Spring Drive
Butler, Wisconsin 53007
Phone (262) 432-0500
Fax (262) 432-0504
www.irsroof.com

January 27, 2020

Mr. Scott Satula, Director of Inspection Services
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

SUBJECT Proposal for a Visual Window and Wall Surveys of Multiple Facilities per Attached Facility List.

Dear Mr. Satula

Industrial Roofing Services, Inc. is pleased to submit the following proposal to perform a visual survey of the exterior windows and walls of the facilities indicated on the attached listing. This survey and the accompanying summary will provide you with the information necessary to plan for necessary repair work during the next ten (10) years, creating a window and wall management program to facilitate proactive asset management practices that result in reduced life-cycle costs of new and existing wall systems.

The results of this survey will be available for your review through a secure client login via our Web Based Asset Management Program at www.irsroof.com. Secure, web based access to the information gathered during this survey along with our observations and recommendations provide easy access to all information necessary to effectively manage your window and wall assets.

IRS shall supply all services necessary to provide the following information:

Building Elevation Drawings: IRS will create CAD-generated drawings of building elevations. The elevation drawings will also be used to determine square footage and lineal footage for the purpose of establishing budgets and locate deficiencies on individual elevations.

Wall Conditions and Photographs: IRS will examine each building elevation's general appearance and locate identified problem areas on the elevation drawings, if applicable. Photographs of deficiencies will be taken and included as part of the survey.

Window Conditions and Photographs: IRS will examine the windows installed on each building elevation to identify their general appearance, condition, construction. Problem windows will be located on the elevation drawings, if applicable. Photographs of observed deficiencies will be taken and included as part of the survey.

Written Report: IRS will compile the data gathered during the survey into a written report relating to the window and walls conditions in general and on individual building elevations, identifying the types and locations of any observed deficiencies.

Recommendations and Estimated Costs: Based on the existing construction and conditions, IRS will establish recommendations and an opinion of probable cost for all work that may be required over the next ten (10) years.

Mr Satula
January 27, 2020
Page 2

FEES

Industrial Roofing Services, Inc shall provide the above-described services for each of the facilities buildings on the attached "Facility List" for the lump sum fee of Nine Thousand Eight Hundred Twenty-Five Dollars (\$9,825)

AUTHORIZATION

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i.e. a purchase order or signed contract) to our corporate headquarters

Industrial Roofing Services, Inc
13000 West Silver Spring Drive
Butler, WI 53007
Fax (262) 432-0504

Upon receipt of a purchase order or signed contract we will enter the information in our system and schedule the work to be completed

Should you have any questions regarding this proposal, please do not hesitate to call. We appreciate this opportunity and look forward to working with you on this project

Sincerely yours,
INDUSTRIAL ROOFING SERVICES, INC

W. Ryan Wilke, PE

W Ryan Wilke, PE
Sr Project Manager

tir

Acknowledged by:

Name

Title

Date: _____

Mr Satula
January 27, 2020
Page 3

FACILITY LIST

| <u>Site Name</u> | <u>Site Address</u> | <u>Survey Cost</u> |
|------------------------------|-----------------------------------|--------------------|
| City Hall | 9229 W Loomis Road | \$1,100 00 |
| City Hall – Storage Garage | 9229 W Loomis Road | Included |
| City Hall – Storage Building | 9229 W Loomis Road | Included |
| Fire Station #1 | 8901 W Drexel Ave Fire Station #1 | \$975 00 |
| Fire Department Garage | 8901 W Drexel Ave Fire Station #1 | Included |
| DPW Garage | 7979 W Ryan Rd | \$1,500 00 |
| Salt Storage Shed | 7811 W Ryan Rd Public Works | Included |
| Stock Garage | 7811 W Ryan Rd Public Works | Included |
| Public Works Garage | 7811 W Ryan Rd Public Works | Included |
| Sign Shed | 7811 W Ryan Rd Public Works | Included |
| Salt dome | 7811 W Ryan Rd Public Works | Included |
| Fire Station #3 | 4755 W Drexel Ave Fire Station #3 | \$875 00 |
| Fire Station #3 Garage | 4755 W Drexel Ave Fire Station #3 | Included |
| Fire Station #2 | 9911 S 60th St Fire Station #2 | \$875 00 |
| Police Department | 9455 W Loomis Road | \$1,500 00 |
| Public Library | 9151 W Loomis Road | \$1,250 00 |
| Lions Legend Park | 8050 Legend Drive Lions | \$550 00 |
| Vernon E Barg Pavilion | 8717 W Drexel Ave Lions | \$550 00 |
| Ken Windl Park | 11615 W Rawson Ave | \$650 00 |
| | Total | \$9,825.00 |



IRS

Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

Proposal for

VISUAL HVAC MECHANICAL SURVEY

Of

MULTIPLE FACILITIES PER

ATTACHED FACILITY LIST

Submitted by

W RYAN WILKE, PE

Prepared for

Mr Scott Satula
Director of Inspection Services
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

January 27, 2020



IRS**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

January 27, 2020

Mr Scott Satula, Director of Inspection Services
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

SUBJECT Proposal to Complete a Visual HVAC Mechanical Survey for Multiple Facilities per Attached Facility List.

Dear Mr Satula

Industrial Roofing Services, Inc is pleased to submit the following proposal to perform Visual HVAC Mechanical Surveys on your facilities. The surveys and the accompanying Survey Reports will provide you with the information required to plan for any replacement of HVAC mechanical equipment and improve budget forecasting for capital expenditures, and facilitate proactive asset management practices which result in reduced life-cycle costs of new and existing HVAC mechanical equipment.

IRS shall supply all services necessary to provide the following information:

HVAC Mechanical Plan Drawings: IRS will create a scaled, CAD-generated roof plan of each facility to identify individual HVAC units and determine the quantity and capacity of the units for the purpose of establishing budgets.

HVAC Unit Conditions and Photographs: IRS will examine each HVAC unit to analyze condenser and evaporator coil conditions, blower, compressor, and electrical compartment and overall general condition. Conditions of each HVAC unit will be confirmed and documented with photographs.

Equipment Function: IRS will review the units for function, efficiency, and safety. Each of the system's components will be checked and the units as a whole will be reviewed.

Recommendations and Estimated Costs: IRS will establish recommendations and accurate budget figures based on the existing HVAC equipment's age and condition. Probable costs and schedules will be provided for any HVAC equipment requiring replacement.

Annual Budget Summary: The recommendations and budgets will be compiled into a summary for any necessary maintenance and capital roofing expenditures over the next ten (10) years.

FEES

Industrial Roofing Services, Inc shall provide the above-described services for each of the facilities buildings on the attached "Facility List" for the lump sum fee of Nine Thousand Eight Hundred and Fifty Dollars (\$9,850 00)

AUTHORIZATION

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i e a purchase order or signed contract) to our corporate headquarters

Industrial Roofing Services, Inc
13000 West Silver Spring Drive
Butler, WI 53007
Fax (262) 432-0504

Upon receipt of a purchase order or signed contract, we will enter the information in our system and schedule the work to be completed

Should you have any questions regarding this proposal, please do not hesitate to call We appreciate this opportunity and look forward to working with you on this project

Sincerely yours,
INDUSTRIAL ROOFING SERVICES, INC

W. Ryan Wilke, PE

W Ryan Wilke, PE
Sr Project Manager

tir

Acknowledged by:

Name _____ Title _____ Date: _____

FACILITY LIST

| <u>Site Name</u> | <u>Site Address</u> | <u>Survey Cost</u> |
|------------------------------|-----------------------------------|--------------------|
| City Hall | 9229 W Loomis Road | \$800 00 |
| City Hall – Storage Garage | 9229 W Loomis Road | Included |
| City Hall – Storage Building | 9229 W Loomis Road | Included |
| Fire Station #1 | 8901 W Drexel Ave Fire Station #1 | \$800 00 |
| Fire Department Garage | 8901 W Drexel Ave Fire Station #1 | NA |
| DPW Garage | 7979 W Ryan Rd | \$1,250 00 |
| Salt Storage Shed | 7811 W Ryan Rd Public Works | NA |
| Stock Garage | 7811 W Ryan Rd Public Works | Included |
| Public Works Garage | 7811 W Ryan Rd Public Works | Included |
| Sign Shed | 7811 W Ryan Rd Public Works | Included |
| Salt dome | 7811 W Ryan Rd Public Works | NA |
| Fire Station #3 | 4755 W Drexel Ave Fire Station #3 | \$800 00 |
| Fire Station #3 Garage | 4755 W Drexel Ave Fire Station #3 | NA |
| Fire Station #2 | 9911 S 60th St Fire Station #2 | \$800 00 |
| Police Department | 9455 W Loomis Road | \$2,250 00 |
| Public Library | 9151 W Loomis Road | \$2,150 00 |
| Lions Legend Park | 8050 Legend Drive Lions | NA |
| Vernon E Barg Pavilion | 8717 W Drexel Ave Lions | \$450 00 |
| Ken Windl Park | 11615 W Rawson Ave | \$550 00 |
| | Total | \$9,850.00 |

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| APPROVAL <i>Slw</i> <i>PR</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE Feb 17, 2020 |
| REPORTS & RECOMMENDATIONS | AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND, DEVELOPMENT FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, STREET IMPROVEMENT, CAPITAL IMPROVEMENT FUND, TID 4, TID 5, TID 6, TID 7 FUND, AND SANITARY SEWER FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2020 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2019 BUDGET AS AMENDMENTS TO THE 2020 BUDGET | ITEM NUMBER <i>G.18.</i> |

Background

Each year generally accepted accounting principles require a search for encumbrances. An encumbrance is a contract or written purchase order that was entered into or ordered during the 2019 fiscal year with the intent that the contract or purchase order would be completed in 2019 or the understanding that the project would take more than one fiscal year to complete. Projects meeting the definition of an encumbrance must have a portion of the fund balance reserved for the costs necessary to complete the project.

Analysis

For the year 2019 there are projects in General Fund, Development Fund, Capital Outlay Fund, Equipment Replacement, Street Improvement, Capital Improvement, TID 4, TID 5, TID 6, TID 7 and Sanitary Sewer Funds which should be encumbered.

Fiscal Impact

The fiscal impact of encumbrances to each of the funds is a 2020 use of the Jan 1 fund balance. The 2019 year-end financial reports and the year-end fund balances will include the impact of the encumbrances. Revenue was provided in 2019 but was unused. These actions allow those resources to be used without impacting respective 2020 budgets or the projects in process.

Recommendation

The Director of Finance & Treasurer recommends adoption of the attached Budget Amendment Ordinance.

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the General Fund, Development Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, TID 4, TID 5 TID 6, TID 7 Fund, and Sanitary Sewer Funds for the City of Franklin for fiscal year 2020 to approve budget encumbrances from the 2019 budget as amendments to the 2020 budget

Roll call vote needed

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020 _____

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND, DEVELOPMENT FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, STREET IMPROVEMENT FUND, CAPITAL IMPROVEMENT FUND, TID 4, TID 5, TID 6, TID 7 FUNDS AND THE SANITARY SEWER FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2020 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2019 BUDGET AS AMENDMENTS TO THE 2020 BUDGET

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the General Fund, Development Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement, TID 4, TID 5, TID 6, TID 7 Funds, and Sanitary Sewer Fund; and

WHEREAS, certain monies included in the 2019 Annual Budgets of the respective funds were intended to be expended in 2019 and were committed for expenditure prior to December 31, 2019; and

WHEREAS, these amounts will be expended in 2020, and as a result, the related appropriations should be made available and appropriated in the 2020 budget; and

WHEREAS, Common Council has determined that it would be in the best interest of the City to approve such encumbrance in the 2020 budgets of the respective funds; and

WHEREAS, the Budget Appropriation Units will be adjusted for the items listed below.

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

Section 1 That certain encumbered funds of the 2019 budgeted amounts be transferred forward to the 2020 Annual Budget for the respective funds of the City of Franklin to pay for 2019 encumbrances as follows:

General Fund

| | | | |
|----------------------|---------------|----------|-----------|
| Mayor | Non-Personnel | Increase | 844.00 |
| Info Services | Non-Personnel | Increase | 21,366.11 |
| Audit Services | Non-Personnel | Increase | 6,400.00 |
| Muni Buildings | Non-Personnel | Increase | 3,924.00 |
| Police | Non-Personnel | Increase | 13,187.54 |
| Fire | Non-Personnel | Increase | 330.60 |
| Highway | Non-Personnel | Increase | 7,306.83 |
| Street Lighting | Non-Personnel | Increase | 40,120.00 |
| Planning | Non-Personnel | Increase | 29,778.81 |
| Economic Development | Non-Personnel | Increase | 15,000.00 |

| | | | | |
|----------------------------|-----------------------|---------------|----------|--------------|
| Development Fund | | | | |
| | Professional Services | | Increase | 3,320.50 |
| | Professional Services | | Increase | 5,231.50 |
| | Parks | Non-Personnel | Increase | 25,285.00 |
| | Water | Non-Personnel | Increase | 343,130.00 |
| Capital Outlay Fund | | | | |
| | Police | Capital | Increase | 44,977.22 |
| | Fire | Capital | Increase | 21,956.34 |
| | Bldg Inspec | Capital | Increase | 13,942.50 |
| Equipment Replacement Fund | | | | |
| | Fire | Capital | Increase | 16,974.02 |
| | Highway | Capital | Increase | 190,000.00 |
| Capital Improvement Fund | | | | |
| | Muni Building | Capital | Increase | 11,504.75 |
| | Muni Building | Capital | Increase | 71,781.00 |
| | Contingency | Capital | Increase | 170.00 |
| | Police | Capital | Increase | 1,016,600.85 |
| | Highway | Capital | Increase | 88,809.26 |
| | Parks | Capital | Increase | 167,703.87 |
| Street Improvement Fund | | | | |
| | Highway | Capital | Increase | 103,703.23 |
| TID 4 | Finance | Prof Serv | Increase | 15,000.00 |
| | Engineering | Prof Serv | Increase | 101,674.93 |
| | Highway | Capital | Increase | 500,456.47 |
| | Econ Dev | Prof Serv | Increase | 10,000.00 |
| | Sewer | Capital | Increase | 182,816.00 |
| TID 5 | Finance | Prof Serv | Increase | 4,950.00 |
| | Legal | Prof Serv | Increase | 15,009.19 |
| | Engineering | Prof Serv | Increase | 4,929.00 |
| | Econ Dev | Prof Serv | Increase | 7,250.00 |
| TID 6 | Econ Dev | Prof Serv | Increase | 1,156.25 |
| TID 7 | Econ Dev | Prof Serv | Increase | 24,100.00 |
| Sanitary Sewer | | | | |
| | Capital | | Increase | 119,241.65 |

Ordinance 2020-xxxx

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

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:

ATTEST:

Stephen R Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

City of Franklin, WI
Encumbrances by PO
AS OF DECEMBER 31, 2019

| PO # | DATE | VENDOR NAME | DESCRIPTION | PO AMOUNT | REMAINING BALANCE | Fund | Dept | Acct | Proj |
|-------|------------|---------------------------------|--|------------|----------------------|------|------|------|------------|
| 74295 | 05/23/2019 | SHIRT UNDERGROUND LLC | AMBASSADOR SHIRTS | 1 000 00 | 844 00 | 01 | 0101 | 5734 | 844 00 |
| 74059 | 12/20/2017 | GEOGRAPHIC MARKETING ADV LLC | Work Towards Completing the GIS/Edit App Retirement | 26,950 00 | 21 366 11 | 01 | 0144 | 5214 | 21,366 11 |
| 74291 | 05/21/2019 | ACTUARIAL HEALTH CARE SOLUTION | OTPEB ACTUARIAL VALUATION - POST RETIREMENT | 6,400 00 | 6,400 00 | 01 | 0152 | 5219 | 6 400 00 |
| 74060 | 12/21/2017 | OTIS ELEVATOR CO | 2017 Code Required Elevator Testing for City Hall Eleva | 765 00 | 765 00 | 01 | 0181 | 5557 | |
| 74263 | 03/05/2019 | BAY COMMUNICATIONS | City Hall Panic Button Alarm Panel Fix | 3,159 00 | 3 159 00 | 01 | 0181 | 5557 | 3 924 00 |
| 74334 | 10/30/2019 | SENTINEL MN LLC | (3) LMT MLCPS PISTON RIFLES | 4,620 00 | 4,620 00 | 01 | 0211 | 5327 | |
| 74346 | 12/04/2019 | EMBLEM'S INC | UNIFORM SHOULDER PATCHES | 1,180 00 | 1,180 00 | 01 | 0211 | 5326 | |
| 74347 | 12/04/2019 | GALLS LLC / DBA. RED UNIFORM TA | (3) JACKETS | 347 80 | 347 80 | 01 | 0211 | 5326 | |
| 74349 | 12/04/2019 | SENTINEL MN LLC | (3) RIFLE SUPPRESSORS | 2 265 00 | 2,265 00 | 01 | 0211 | 5327 | |
| 74362 | 12/18/2019 | GALLS LLC / DBA. RED UNIFORM TA | DRONE OPERATOR POLOS & TROUSERS | 550 00 | 225 06 | 01 | 0211 | 5326 | |
| 74368 | 12/18/2019 | US BANK | LAMINATION / CPR FLIP CARDS | 250 00 | 42 63 | 01 | 0211 | 5329 | |
| 74377 | 12/18/2019 | HOUSE OF CORRECTION FISCAL | PRINTING ORDERS THAT HAVE NOT BEEN INVOICE | 1 300 00 | 1,300 00 | 01 | 0211 | 5313 | |
| 74403 | 12/27/2019 | SOMAR TEK LLC | NEW OFFICER EQUIPT | 2 007 05 | 2 007 05 | 01 | 0211 | 5333 | |
| 74408 | 12/27/2019 | QUALITY AWARDS | CITIZEN & EMPLOYEE AWARDS | 1 200 00 | 1,200 00 | 01 | 0211 | 5329 | |
| 74244 | 01/29/2019 | STRYKER SALES CORPORATION | Two year service plan for LUCAS device | 661 20 | 330 60 | 01 | 0221 | 5242 | 13 187 54 |
| 74360 | 12/09/2019 | COUNTY MATERIALS CORP | RISERS - VARIOUS SIZES 24 X 30 X 12/18/24/36 (36 | 4 950 75 | 2 188 25 | 01 | 0331 | 5381 | 330 60 |
| 74389 | 12/26/2019 | SUPERIOR CRANE CORP | 2019 ANNUAL OSHA CRANE INSPECTION | 580 00 | 580 00 | 01 | 0331 | 5299 | |
| 74394 | 12/26/2019 | WISCONSIN STEAM CLEANER INC | POWER WASHER UNIT REPLACEMENT - TRUCK BA | 4,558 58 | 4 558 58 | 01 | 0331 | 5559 | 7,306 83 |
| 74396 | 12/26/2019 | SIGNIFY LIGHTING | LED LIGHTING EQUIPMENT | 39 840 00 | 39 840 00 | 01 | 0351 | 5537 | |
| 74410 | 12/30/2019 | HEIN ELECTRIC SUPPLY INC | LED DRIVER (QTY 2) | 280 00 | 280 00 | 01 | 0351 | 5246 | 40 120 00 |
| 74146 | 05/24/2018 | SOUTHEASTERN WI REG PLAN CON | Project #1 Jubilee Christian Family Church Site Plan Rev | 750 00 | 112 50 | 01 | 0621 | 5219 | |
| 74308 | 07/24/2019 | VANDEWALLE & ASSOCIATED INC | PROFL PLANNING & CONSULTING SERVICES | 10,000 00 | 389 81 | 01 | 0621 | 5219 | |
| 74312 | 07/25/2019 | GRAEF | CONTRACT SERVICES - PLANNING | 10,000 00 | 2 281 50 | 01 | 0621 | 5219 | |
| 74321 | 09/19/2019 | WRYBURN CONSULTING LLC | VARIOUS CONTRACT SERVICES - PLANNING | 10,000 00 | 3 215 00 | 01 | 0621 | 5219 | |
| 74355 | 12/04/2019 | LYNCH & ASSOCIATES | QUARRY SURVEY SERVICES | 6,400 00 | 6,400 00 | 01 | 0621 | 5218 | |
| 74371 | 12/19/2019 | GENERAL CODE | Supplement to the Unified Development Ordinance - Rea | 2,495 00 | 2,495 00 | 01 | 0621 | 5422 | |
| 74386 | 12/23/2019 | STANTEC CONSULTING SRVC INC | Stantec Quarry Monitoring Contract | 14,885 00 | 14,885 00 | 01 | 0621 | 5218 | 29 778 81 |
| 74373 | 12/18/2019 | EHLERS & ASSOC INC | RYAN RD & 76TH ST TID CREATION - PHASE 1 2,3 | 15,000 00 | 15,000 00 | 01 | 0641 | 5219 | 15 000 00 |
| | | | | | 138 257 89 | | | | |
| 74313 | 07/29/2019 | THIEL BRAND DESIGN INC | TOURISM COMMISSION WEBSITE | 24 200 00 | 1 371 24 | 17 | 0651 | 5440 | |
| 73677 | 04/13/2015 | RUEKERT & MIELKE INC | IMPACT FEE STUDY - PARK & WATER FEES | 10 000 00 | 3 320 50 | 27 | 0000 | 5219 | 3 320 50 |
| 74175 | 11/06/2018 | RUEKERT & MIELKE INC | REVIEW/UPDATE IMPACT FEES & IMPACT STUDIES | 13,320 00 | 5,231 50 | 27 | 0147 | 5219 | 5 231 50 |
| 74257 | 04/04/2019 | OAKWOOD AT RYAN CREEK LLC | PARK IMPACT FEES - RYANWOOD MANOR SUBDIVI | 25,285 00 | 25 285 00 | 27 | 0551 | 5825 | 25 285 00 |
| 74361 | 12/09/2019 | RUEKERT & MIELKE INC | Water Model Utility | 26,000 00 | 26,000 00 | 27 | 0755 | 5219 | |
| 74256 | 04/08/2019 | OAKWOOD AT RYAN CREEK LLC | WATER MAIN OVERSIZING- RYANWOOD MANOR SL | 226,590 00 | 226,590 00 | 27 | 0755 | 5825 | |
| 74289 | 07/10/2019 | OAKWOOD AT RYAN CREEK LLC | RYANWOOD MANOR SUBDIVISION ADDITION #1 | 90,540 00 | 90,540 00 | 27 | 0755 | 5825 | 343 130 00 |
| | | | | | 376,967 00 | | | | |
| 73870 | 08/18/2016 | BAY COMMUNICATIONS/DBA.BAYCC | TEXT 2-9-1-1 | 26 000 00 | 26,000 00 | 41 | 0211 | 5819 | |
| 74343 | 12/04/2019 | SKC COMMUNICATION PRODUCTS | IPD Phone System Replacement/Merge with CH Phone S | 54 000 00 | 18,977 22 | 41 | 0211 | 5819 | 44 977 22 |
| 74397 | 12/27/2019 | EMERGENCY LIGHTING & ELEC LLC | Shelving unit for engine | 3 323 04 | 3,323 04 | 41 | 0221 | 5818 | |
| 74398 | 12/26/2019 | CONWAY SHIELDS | Turnout gear | 18 633 30 | 18,633 30 | 41 | 0221 | 5818 | 21 956 34 |
| 73656 | 02/25/2015 | MS GOVERN | Govern Open Forms Starter Kit per Quote/Contract sign | 14 520 00 | 13,942 50 | 41 | 0231 | 5843 | 13 942 50 |
| | | | | | 80 876 06 | | | | |
| 74325 | 10/07/2019 | 5-ALARM FIRE & SAFETY EQUIP LLC | SCBA Equipment - Grant purchase | 207 606 00 | 9 135 00 | 42 | 0221 | 5818 | |
| 74341 | 12/16/2019 | MOTOROLA SOLUTIONS INC | APX8500 Mobile Radio for new engine | 5 819 02 | 5 819 02 | 42 | 0221 | 5811 | |
| 74384 | 12/20/2019 | BAY COMMUNICATIONS | Radio programming - New Engine | 100 00 | 100 00 | 42 | 0221 | 5811 | |

City of Franklin, WI
Encumbrances by PO
AS OF DECEMBER 31, 2019

| PO # | DATE | VENDOR NAME | DESCRIPTION | PO AMOUNT | REMAINING BALANCE | Fund | Dept | Acct | Proj |
|---------|------------|-------------------------------|---|--------------|----------------------|------|------|------|------------|
| 74402 | 12/27/2019 | CONWAY SHIELDS | Gloves/Hoods | 1 920 00 | 1 920 00 | 42 | 0221 | 5818 | 16 974 02 |
| 74317 | 08/19/2019 | JOHN FABICK TRACTOR CO | 2019 CATERPILLAR 938M HIGH LIFT WHEEL LOADEI | 190 000 00 | 190 000 00 | 42 | 0331 | 5811 | 190 000 00 |
| | | | | | 206 974 02 | | | | |
| 74104 | 02/20/2018 | EHLERS & ASSOC INC | TID 5 - BALLPARK COMMONS | 4 950 00 | 4 950 00 | 43 | 0151 | 5219 | 4 950 00 |
| 73858 | 06/29/2016 | EHLERS & ASSOC INC | FEASIBILITY STUDY - TIF SERVICES FOR BALLPARK | 16 300 00 | 7 500 00 | 43 | 0161 | 5219 | |
| 74284 | 05/29/2019 | QUARLES & BRADY LLP | BALLPARK COMMONS PROF SRVCS | 13 126 69 | 7 509 19 | 43 | 0161 | 5212 | 15 009 19 |
| 74034 | 11/08/2017 | GRAEF | BALLPARK COMMONS - TID 5 - ENGINEERING PRO | 20 000 00 | 4 929 00 | 43 | 0321 | 5219 | 4 929 00 |
| 74022 | 08/17/2017 | EHLERS & ASSOC INC | REVIEW & FINANCIAL ANALYSIS OF CHANGES TO T | 17 000 00 | 4 000 00 | 43 | 0641 | 5219 | |
| 74185 | 12/06/2018 | EHLERS & ASSOC INC | FINANCIAL ANALYSIS OF TID #5 | 17 000 00 | 3 250 00 | 43 | 0641 | 5219 | 7 250 00 |
| | | | | | 32 138 19 | | | | |
| 74183 | 12/04/2018 | EHLERS & ASSOC INC | Ehler's State Filing of TID 6 documents | 1 500 00 | 1 156 25 | 44 | 0641 | 5219 | |
| **74247 | 02/06/2019 | EHLERS & ASSOC INC | TID #7 CREATION ANALYSIS - AREA CURRENTLY K | 15 000 00 | 15 000 00 | 45 | 0641 | 5219 | |
| 74283 | 04/17/2019 | EHLERS & ASSOC INC | TID 7 - MANDEL GROUP APTS | 15 000 00 | 9 100 00 | 45 | 0641 | 5219 | |
| | | | | | 24 100 00 | | | | |
| 74262 | 03/21/2019 | QUORUM ARCHITECTS INC | Phs II Construction for City Hall Roof, HVAC & Fascia W | 139 900 00 | 3 354 75 | 46 | 0181 | 5822 | 9657 |
| 74332 | 10/22/2019 | MUDTeCH LLC | Sidewalk Repair - City Hall | 8 150 00 | 8 150 00 | 46 | 0181 | 5828 | 9657 |
| 74315 | 08/12/2019 | CONCORD GROUP | PUJETZ RD SURFACE TRANSPORTATION URBAN PF | 13 480 00 | 170 00 | 46 | 0199 | 5499 | 170 00 |
| 73861 | 07/25/2016 | MOTOROLA SOLUTIONS INC | POLICE - RADIO SYSTEM - DISPATCH CONSOLES | 284 639 00 | 42 895 85 | 46 | 0211 | 5819 | 7063 |
| 74319 | 08/22/2019 | SELZER ORNST CONSTRUCTION CO | INDOOR SHOOTING RANGE | 1 383 300 00 | 973 905 00 | 46 | 0211 | 5819 | 7072 |
| 73711 | 07/22/2015 | WI DEPT OF TRANSPORTATION | EMERGENCY VEHICLE PRE-EMPTION - S100TH-DRE | 8 286 53 | 5 491 46 | 46 | 0331 | 5839 | 7070 |
| 73712 | 07/22/2015 | WI DEPT OF TRANSPORTATION | EMERGENCY VEHICLE PRE-EMPTION - STH 36 & DF | 8 286 53 | 2 885 90 | 46 | 0331 | 5839 | 7070 |
| 73778 | 12/21/2015 | WI DEPT OF TRANSPORTATION | EMERGENCY VEHICLE PRE-EMPTION - RYAN RD-S | 8 286 53 | 1 813 68 | 46 | 0331 | 5839 | 7070 |
| 73997 | 11/17/2016 | WI DEPT OF TRANSPORTATION | EVP - EQUIPMENT FOR STATE INTERSECTIONS | 38 125 00 | 22 384 09 | 46 | 0331 | 5839 | 7070 |
| **74292 | 07/13/2019 | ZIGNEGO COMPANY INC | 51ST & DREXEL AVE ROUNDABOUT CONSTRUCTIO | 1 365 119 79 | 12 939 99 | 46 | 0331 | 5838 | 3051 |
| 74293 | 07/13/2019 | PAYNE & DOLAN INC | PURCHASE/SALE OF CORNER S51 & DREXEL AVE | 13 800 00 | 13 800 00 | 46 | 0331 | 5838 | 3051 |
| 74037 | 11/28/2017 | R.A. SMITH NATIONAL | EVALUATION OF W DREXEL AVE & 51ST STREET IN | 8 000 00 | 2 063 31 | 46 | 0331 | 5823 | 3051 |
| 74242 | 01/14/2019 | LAKESIDE ENGINEERING | DESIGN-S 68TH-LOOMIS-PUJETZ - PHASE 2 | 48 597 80 | 9 424 80 | 46 | 0331 | 5823 | 3068 |
| 74248 | 02/06/2019 | DORNER INC | RAWSON DRAINAGE HOME IMPROVEMENTS/WATE | 2 028 961 20 | 18 206 03 | 46 | 0331 | 5829 | 3529 |
| 74113 | 03/12/2018 | RAPOSA DESIGN ARCHITECTURE | DESIGN OF PLEASANT VIEW PARK PAVILLION | 28 350 00 | 3 325 00 | 46 | 0551 | 5832 | 9806 |
| 74300 | 09/04/2019 | RAY STADLER CONSTRUCTION | PLEASANT VIEW PARK PAVILION | 540 000 00 | 102 855 00 | 46 | 0551 | 5832 | 9806 |
| 74318 | 07/13/2019 | RAY STADLER CONSTRUCTION | PLEASANT VIEW PARK PAVILION | 19 117 06 | 19 117 06 | 46 | 0551 | 5832 | 9806 |
| 74322 | 10/11/2019 | HOLTON BROTHERS INC | TUCKPOINTING & REPLACEMENT OF BRICK MASON | 7 439 00 | 7 439 00 | 46 | 0551 | 5832 | |
| 74390 | 12/23/2019 | BLOCK IRON & SUPPLY CO | SIDE DOOR REPLACEMENT - KEN WINDL PARK | 5 140 00 | 5 140 00 | 46 | 0551 | 5832 | |
| 74391 | 12/26/2019 | BLOCK IRON & SUPPLY CO | REAR DOOR REPLACEMENT - KEN WINDL PARK | 4 885 00 | 4 885 00 | 46 | 0551 | 5832 | |
| 74392 | 12/26/2019 | BLOCK IRON & SUPPLY CO | NORTH DOOR REPLACEMENT - KEN WINDL PARK | 2 841 00 | 2 841 00 | 46 | 0551 | 5832 | |
| 74393 | 12/26/2019 | BLOCK IRON & SUPPLY CO | INSIDE SIDE DOOR REPLACEMENT - KEN WINDL PA | 2 513 00 | 2 513 00 | 46 | 0551 | 5832 | |
| 74395 | 12/23/2019 | BARCO PRODUCTS | PARK PICNIC TABLES 6' SUPERSAVER BLUE SURF | 9 988 86 | 9 988 86 | 46 | 0551 | 5835 | 9806 |
| 74401 | 12/26/2019 | BARCO PRODUCTS | PICNIC TABLES - VARIOUS SIZES (QTY 16) - Pleasan | 9 999 95 | 9 999 95 | 46 | 0551 | 5835 | 9806 |
| | | | | | 1 284 788 73 | | | | 167 703 87 |
| 74314 | 08/07/2019 | STARK PAVEMENT CORP | 2019 RAWSON HOMES PAVEMENT (S36TH & S 37TH ST) | 103 703 00 | 103 703 00 | 47 | 0331 | 5823 | 3036 |
| 73996 | 04/04/2017 | EHLERS & ASSOC INC | ANALYSIS OF TAX INCREMENT FOR AREA D - OAKI | 15 000 00 | 15 000 00 | 49 | 0151 | 5219 | 15 000 00 |
| 73993 | 04/04/2017 | RUEKERT & MIELKE INC | AREA D - FLOODPLAIN ANALYSIS - TASK #3 - OAKW | 21 500 00 | 17 374 60 | 49 | 0321 | 5216 | |
| 73994 | 04/04/2017 | RUEKERT & MIELKE INC | AREA D - STORMWATER & WETLAND ANALYSIS-TA | 27 000 00 | 18 307 20 | 49 | 0321 | 5216 | |
| 74161 | 08/14/2018 | TRAFFIC ANALYSIS & DESIGN INC | TRAFFIC SIGNAL DESIGN PLANS FOR S 27TH & W E | 15 927 25 | 14 573 40 | 49 | 0321 | 5216 | |

City of Franklin, WI
Encumbrances by PO
AS OF DECEMBER 31, 2019

| PO # | DATE | VENDOR NAME | DESCRIPTION | PO AMOUNT | REMAINING BALANCE | Fund | Dept | Acct | Proj |
|---------------------------------|------------|------------------------------|---|--------------|-------------------|------|------|------|-----------------------------|
| 74169 | 09/06/2018 | RUEKERT & MIELKE INC | AREA DTREE IDENTIFICATION LOCATION & MITIGA | 73,000.00 | 51,419.73 | 49 | 0321 | 5216 | 101 674 93 |
| 74150 | 09/07/2018 | RUEKERT & MIELKE INC | PROFESSIONAL ENGINEERING SERVICES FOR ARE | 1,201,850.00 | 500,456.47 | 49 | 0331 | 5826 | 500 456 47 |
| 74166 | 09/06/2018 | VON BRIESEN & ROPER SC | LEGAL CONSULTATION FOR AREA D (MARK MARK | 10,000.00 | 10,000.00 | 49 | 0641 | 5219 | 10,000 00 |
| 74338 | 11/06/2019 | USEMCO INC | PUMP STATION EQUIPMENT - FRANKLIN CORP PAR | 182,816.00 | 182,816.00 | 49 | 0756 | 5826 | 182 816 00 |
| | | | | | 809,947.40 | | | | |
| 74158 | 07/31/2018 | RUEKERT & MIELKE INC | RYAN CREEK INTERCEPTOR ODOR REDUCTION ST | 3,500.00 | 182.75 | 61 | 0731 | 5829 | |
| 74299 | 07/13/2019 | RUEKERT & MIELKE INC | RYAN CREEK INTERCEPTOR ODOR REDUCTION ST | 45,497.00 | 13,583.90 | 61 | 0731 | 5829 | |
| 74314 | 09/07/2019 | STARK PAVEMENT CORP | 2019 RAWSON HOMES PAVEMENT (S36TH & S 37TH ST) | | 40,000.00 | 61 | 0731 | 5829 | |
| 74143 | 08/12/2018 | SOUTHPORT HEATING & PLUMBING | ADDITIONAL HVAC SYSTEM AT S&W FACILITY (555I | 16,750.00 | 8,375.00 | 61 | 0731 | 5822 | |
| 74309 | 09/26/2019 | GREELEY AND HANSEN | INDUSTRIAL PARK LIFT STATION ABANDONMENT & | 17,115.00 | 1,600.00 | 61 | 0731 | 5829 | |
| 74363 | 12/09/2019 | BS & A | BS&A Water/Sewer Utility Billing Software & Licenses | 111,000.00 | 55,500.00 | 61 | 0731 | 5843 | |
| | | | | | 119,241.65 | | | | |
| 74151 | 08/21/2018 | JEFF STONE & ASSOCIATES LLC | SERVICES FOR FUTURE WATER SERVICE SUPPLY | 15,000.00 | 12,922.76 | 65 | 0758 | 5219 | |
| 74165 | 10/25/2018 | KAEMPFER & ASSOC INC | WATER SYS STORAGE ALTERNATIVES EVAL | 70,500.00 | 19,450.60 | 65 | 0758 | 5219 | |
| 74248 | 02/06/2019 | DORNER INC | RAWSON DRAINAGE HOME IMPROVEMENTS/WATER MAIN RELAY | | 152,173.50 | 65 | 0771 | 5830 | |
| 74314 | 08/07/2019 | STARK PAVEMENT CORP | 2019 RAWSON HOMES PAVEMENT (S36TH & S 37TH ST) | | 158,134.35 | 65 | 0771 | 5830 | |
| 74143 | 08/12/2018 | SOUTHPORT HEATING & PLUMBING | ADDITIONAL HVAC SYSTEM AT S&W FACILITY (5550 W AIRWAYS AVI | | 8,375.00 | 65 | 0771 | 5822 | |
| 74364 | 12/09/2020 | BS & A | BS&A Water/Sewer Utility Billing Software & Licenses | | 55,500.00 | 65 | 0771 | 5843 | |
| | | | | | 406,556.21 | | | | |
| TOTAL PO TYPE REGULAR | | | | 9,043,588.93 | 6,659,368.58 | | | | |
| bringing adjusted total forward | | | | | | | | | |
| 74316 | 08/12/2019 | SELZER ORNST CONSTRUCTION CC | Construction of CH Roof, HVAC, Fascia Wood Replacen | 1,581,500.00 | 71,781.00 | 46 | 0181 | 5822 | 9657 manual entry |
| 73727 | 08/13/2015 | WI DEPT OF TRANSPORTATION | S 27 ST- SIDEWALK/ST LIGHTS/STREETSCAPE | 1,902,888.00 | 877,109.75 | 48 | 0331 | 5828 | 3027 no entry |
| 73698 | 05/21/2015 | WI DEPT OF TRANSPORTATION | RECONSTRUCTION OF S27TH ST (W COLLEGE-W D | 421,704.00 | 2,972.01 | 48 | 0755 | 5830 | 3027 no entry |
| 74354 | 12/10/2019 | ZIGNEGO COMPANY INC | 51ST & DREXEL AVE ROUNDABOUT CONSTRUCTIO | (100,899.76) | (100,899.76) | 46 | 0331 | 5823 | 3051 manual entry to remove |
| 74275 | 04/04/2019 | STARK PAVEMENT CORP | 2019 LOCAL ST IMPROVEMENT - W TUMBLE CREEK | 97,948.85 | 77,669.53 | 47 | 0331 | 5823 | 3823 manual entry to remove |
| 74276 | 04/04/2019 | STARK PAVEMENT CORP | 2019 LOCAL ST IMPROVEMENT - S 50TH ST | 6,563.24 | 6,563.24 | 47 | 0331 | 5823 | 3050 manual entry to remove |

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|--|---|---|
| APPROVAL <i>slw</i> <i>jak</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 2/17/2020 |
| REPORTS & RECOMMENDATIONS | Budget Preparation Timetable for the 2021 Budget | ITEM NUMBER G.19. |

Per Section 13-2.A. of Chapter 13, "Budget", of the Franklin Municipal Code, it states that "Each year the Mayor shall present a budget timetable to the Common Council no later than March 1, for the review and approval of the Common Council."

Consistent with the budget practice that was approved by Common Council in July of 2012, the attached budget calendar establishes the timeline for annual Aldermanic consideration of the Mayor's proposed 2021 budget. Recent budgets have had more expenditure growth than revenue opportunities, which is again expected. As such staff intends to provide a big picture overview at a July Committee of the Whole meeting to provide that preview and give Council an opportunity to provide direction in balancing the budget. It continues with the initial distribution of the Mayor's proposed budget and concludes with the Common Council meeting for the public hearing and adoption of the annual budget. As with recent years, the calendar provides time for Aldermen to contact Department Heads directly with questions and for Aldermen to work together in Committee to review the proposed budget and/or meet with staff.

This year's proposed schedule generally reflects the schedule used in recent years with the regular Common Council meeting for Tuesday, September 15, for presentation and overview of the Mayor's recommended budget and major budget initiatives. The remainder of the budget timetable coincides with regularly scheduled Committee of the Whole and Common Council meetings and provides time for additional special meetings if determined necessary at the discretion of the Council at that time. A special Common Council meeting for the budget hearing and adoption is not necessary since the second meeting of November is on the 17th and is not during the same week as Thanksgiving. This time frame still allows sufficient time needed to prepare and distribute property tax bills. [Note that if, in the future, the Common Council alters its regular summer meeting schedule or alters the October/November meeting schedule, the budget calendar dates would be adjusted accordingly.]

As noted in prior years, the November 17th public hearing date does not provide an opportunity to delay adoption of the budget to a future regular Common Council meeting due to the work necessary to prepare and distribute property tax bills. As such, if not adopted on November 17th, then a Special Common Council meeting for shortly thereafter would be necessary. The expectation is that this would not be necessary as the Common Council would already have had the budget to consider for 9 weeks.

COUNCIL ACTION REQUESTED

Motion to adopt the 2021 Annual Budget - Budget Preparation Timetable, dated February 17, 2020, as presented, subject to any future regular meeting schedule changes if so made by the Common Council.

**CITY OF FRANKLIN
2021 ANNUAL BUDGET
BUDGET PREPARATION TIMETABLE
February 17, 2020**

| | |
|--|---|
| Monday, February 17 | Common Council approved 2021 Budget preparation schedule |
| Monday, July 6 | Committee of the Whole – Identify and Provide Direction on Major Budget Issues |
| Tuesday, September 15 | Presentation of Mayor's Recommended Budget to Common Council |
| Wednesday, September 16 to Monday, October 5 | Aldermen may contact department heads with budget questions |
| Monday, October 5 | Committee of the Whole Agenda item Review of Mayor's Recommended Budget |
| Tuesday, October 6 | Alternate day for Committee of the Whole meeting and budget discussion in conjunction with regular Common Council meeting |
| Friday, October 16 | Last day for budget changes to be included in the Public Hearing notice |
| Wednesday, October 21 | Preparation of Budget Public Hearing Notice |
| Wednesday, October 28 | Publication of Preliminary Budget and Hearing Notice |
| Monday, November 2 | Committee of the Whole meeting available for discussion of any budget Topics as may be needed |
| Tuesday, November 3 | Regular Common Council Meeting, discussion of the 2021 Budget |
| Tuesday, November 17 | <u>Regular Common Council Meeting</u> Public Hearing on the Annual Budget and Adoption of 2021 Annual Budget [Note The late date does not provide an opportunity for delay of adoption without a special meeting soon thereafter] |

2/17/2020

Note Subsequent actions that may affect the Common Council's regular meeting schedule may impact this calendar

| APPROVAL <i>slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE February 17, 2020 |
|--|---|--|
| REPORTS AND RECOMMENDATIONS | <p>Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses (of an approximate 164-acre site generally located north and south of West Loomis Road, south of West Ryan Road, west of South 112th Street, east of South 124th Street and north of West Oakwood Road) Project Development; Second Amendment to Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC.</p> <p>The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, and a Second Amendment to Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p> | ITEM NUMBER <i>6.20.</i> |

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, and a Second Amendment to Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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| APPROVAL | REQUEST FOR COUNCIL ACTION | MEETING DATE 2/17/20 |
| LICENSES AND PERMITS | MISCELLANEOUS LICENSES | ITEM NUMBER H. |
| <p>See attached listing from meeting of February 17, 2020.</p> <p>COUNCIL ACTION REQUESTED</p> | | |

| | | |
|--|---------------------------------------|---|
| APPROVAL <i>Slw ROL</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 2/17/2020 |
| Bills | Vouchers and Payroll Approval | ITEM NUMBER <i>I.</i> |
| <p>Attached are vouchers dated February 2, 2020 through February 13, 2020 Nos. 177233 through Nos. 177433 in the amount of \$ 2,245,667.55. Included in this listing are EFT's Nos. 4220 through Nos 4229 Library vouchers totaling \$ 5,287.74, Property Tax refunds totaling \$ 40,742.74 and Water Utility vouchers totaling \$ 725,614 80. Voided checks in the amount of \$ (5,570 05) are separately listed</p> <p>Early release disbursements dated February 2, 2020 through February 12, 2020 in the amount of \$ 488,137 82 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</p> <p>The net payroll dated February 14, 2020 is \$ 384,239.53 previously estimated at \$ 396,000.00. Payroll deductions dated February 14, 2020 are \$ 210,852.47 previously estimated at \$ 263,000 00</p> <p>The estimated payroll for February 28, 2020 is \$ 386,000.00 with estimated deductions and matching payments of \$ 526,000.00.</p> <p>Attached is a list of property tax disbursements EFT's Nos. 301 through Nos. 306 dated January 31, 2020 through February 13, 2020 in the amount of \$ 16,257,998.40. \$ 57,998.40 represents tax refunds reimbursements and \$ 16,200,000 00 represents temporary investments</p> <p>Approval to release payment to First American Title Insurance Company for earnest money in the amount of \$ 10,000.00.</p> <p>Approval to release payment to Loomis & Ryan LLC for oversizing of the Ryan Meadows Subdivision watermain in the amount of \$ 38,443.77.</p> <p>Approval to release payment to Victory of the Lamb Church for oversizing of a watermain in the amount of \$ 19,410 83</p> | | |

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of February 13, 2020 in the amount of \$ 2,245,667 55 and
- Payroll dated February 14, 2020 in the amount of \$ 384,239.53 and payments of the various payroll deductions in the amount of \$ 210,852 47 plus City matching payments and
- Estimated payroll dated February 28, 2020 in the amount of \$ 386,000.00 and payments of the various payroll deductions in the amount of \$ 526,000.00, plus City matching payments and
- Property tax disbursements with an ending date of February 13, 2020 in the amount of \$ 16,257,998.40 and
- The release of payment to First American Title Insurance Company in the amount of \$ 10,000 00 and
- The release of payment to Loomis & Ryan LLC in the amount of \$ 38,443.77 and
- The release of payment to Victory of the Lamb Church in the amount of \$19,410 83.

ROLL CALL VOTE NEEDED