

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/20
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 5801 W. FRANKLIN DRIVE (ZETA COMPANY LLP) Tax Key 931-0006-001	ITEM NUMBER <i>G.I.(d)</i>

BACKGROUND

Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.

The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.

ANALYSIS

The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.

FISCAL NOTE

The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2020 - _____, a resolution to authorize staff to execute and record the attached water main easement from 5801 W. Franklin Drive (Zeta Company LLP) Tax Key 931-0006-001.

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 5801 W. FRANKLIN DRIVE (ZETA COMPANY, LLP)
TAX KEY 931-0006-001

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants; and

WHEREAS, the Zeta Company, LLP at 5801 W. Franklin Drive, Tax Key 931-0006-001 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the Zeta Company, LLP desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 5801 W. Franklin Drive (Zeta Company, LLP) Tax Key 931-0006-001.

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 _____

WATER MAIN EASEMENT

5801 W. Franklin Drive
Owner – Zeta Company, LLP
Tax Key Number 931-0006-001

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as “City,” and Zeta Company, LLP, a Limited Liability Partnership, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called “Grantor,” (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit “A” and depicted on Exhibit “A-1” 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 SE ¼ and SW ¼ of the SW 1/4 of Section 26, 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 which 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 "City of Franklin Design Standards and Construction Specifications" dated 2017 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 Grantor 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 1 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: _____

Company Name

By: _____
Name and Title

STATE OF _____
SS

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 20____, the
above named _____, _____ of _____
(Name printed) (Title) (Development)

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 corporation

Notary Public

My commission expires _____

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 _____

Exhibit A
(Description of the Property)

Tax key No. 931-0006-001
5801 West Franklin Drive

Being a part of the Southwest 1/4 of Section 26, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin and described as follows:

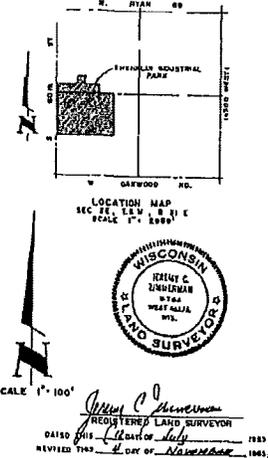
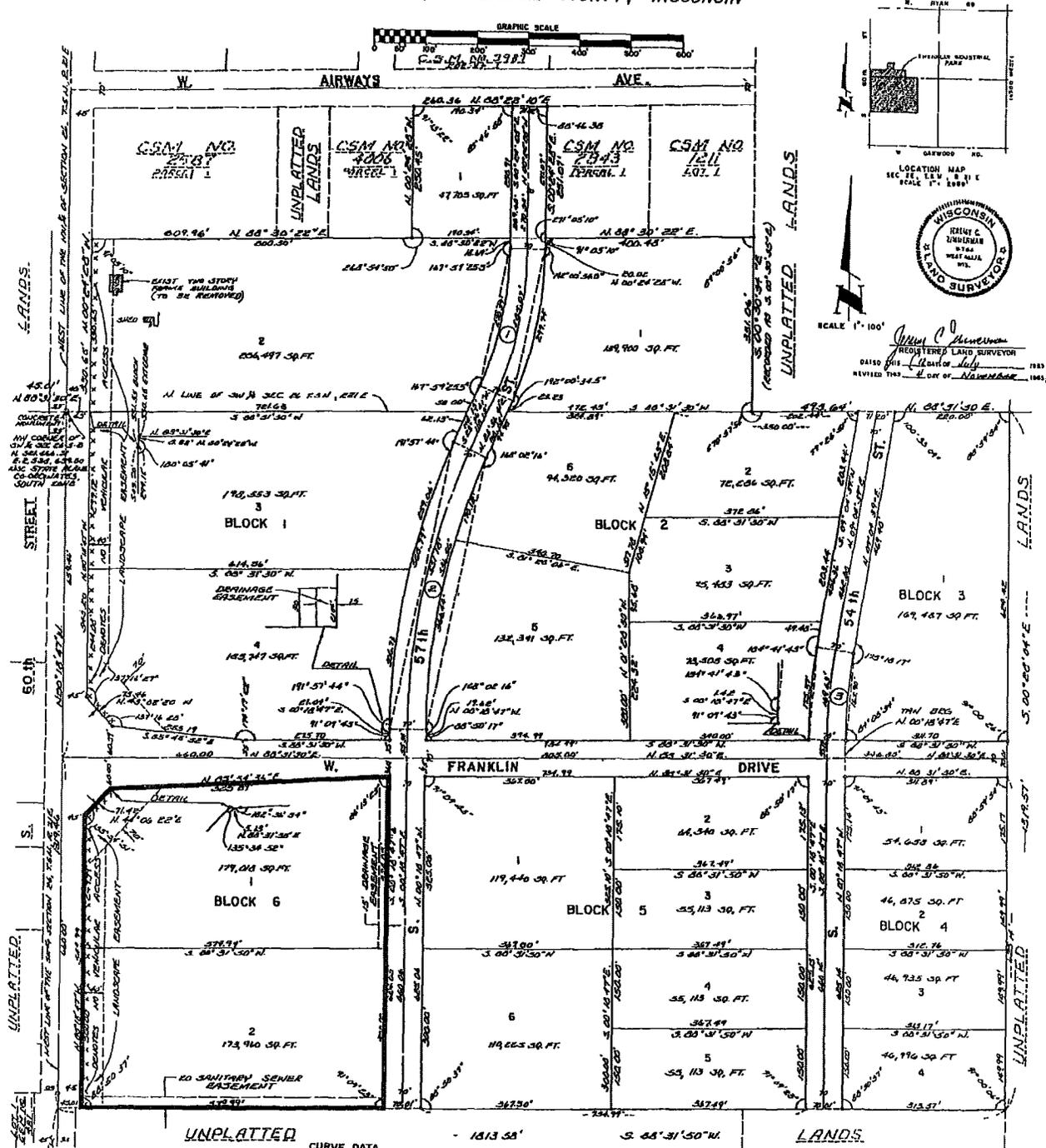
Lot 1 and Lot 2, in Block 6, in Franklin Industrial Park except part of Lot 1 for public right of way also Lot 3, in Block 6, in Franklin Industrial Park Addition No.1.

See Exhibit A-1

EXHIBIT A-1

FRANKLIN INDUSTRIAL PARK

BEING A RE-DIVISION OF CERTIFIED SURVEY MAP NO. 3226 AND A SUBDIVISION OF LANDS IN PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 21 EAST CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



CURVE DATA

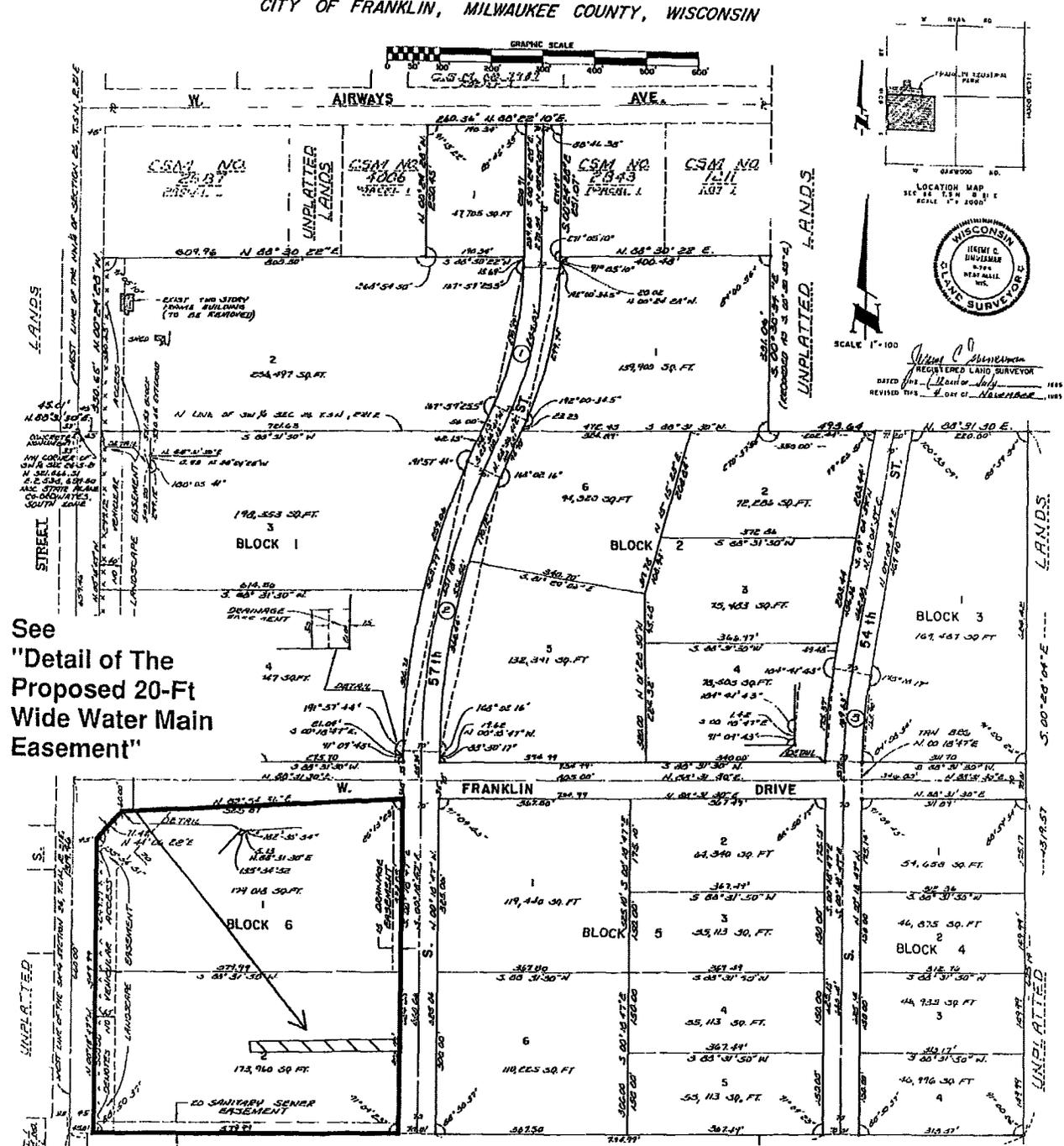
CURVE NO.	LOT	BLK	CHORD BEGINS	CHORD ENDS	CENTRAL ANGLE	DEFLECTION ANGLE
1	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
2	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
3	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
4	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
5	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
6	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
7	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
8	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
9	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
10	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
11	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
12	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
13	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
14	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
15	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
16	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
17	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
18	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
19	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"
20	1	1	480.00'	720.00'	90° 00' 00"	90° 00' 00"

NOTE
 * INDICATES MDM PIPE 30" LONG BY 2" DIAMETER 3.65 LBS. PER LINEAL FOOT
 ALL OTHER LOT CORNERS MARKED BY IRON PIPE 24" LONG BY 1" DIAMETER, 1.13 LBS PER LINEAL FOOT
 PLAT REFERENCED TO GRID NORTH, BASED ON THE WISCONSIN STATE PLANE CO ORDINATE SYSTEM SOUTH ZONE

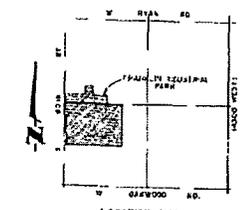
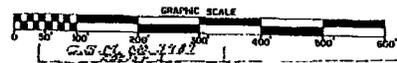
Exhibit B (Depiction of the Easement) 20-Ft Wide Water Main Easement

FRANKLIN INDUSTRIAL PARK

BEING A RE-DIVISION OF CERTIFIED SURVEY MAP NO. 3226 AND
A SUBDIVISION OF LANDS IN PART OF THE SOUTHWEST 1/4 OF
THE NORTHWEST 1/4, THE NORTHWEST 1/4 AND PART OF
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 26, TOWNSHIP 5 NORTH, RANGE 21 EAST
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



See
"Detail of The
Proposed 20-Ft
Wide Water Main
Easement"



UNPLATTED CURVE DATA

CURVE NO.	LOT	BLOCK	RADIUS	ARC	CH#	CHORD	CHORD BEARING	CENTRAL ANGLE	COLLECTION POINT
1	1	1	482.00'	282.00'	1	482.00'	S 89° 16' 00" E	88° 01' 00"	48.00' 183'
1	1	1	482.00'	282.00'	2	482.00'	S 89° 16' 00" E	88° 01' 00"	48.00' 183'
1	1	1	482.00'	282.00'	3	482.00'	S 89° 16' 00" E	88° 01' 00"	48.00' 183'
1	1	1	482.00'	282.00'	4	482.00'	S 89° 16' 00" E	88° 01' 00"	48.00' 183'
1	1	1	482.00'	282.00'	5	482.00'	S 89° 16' 00" E	88° 01' 00"	48.00' 183'
1	1	1	482.00'	282.00'	6	482.00'	S 89° 16' 00" E	88° 01' 00"	48.00' 183'
1	1	1	482.00'	282.00'	7	482.00'	S 89° 16' 00" E	88° 01' 00"	48.00' 183'
1	1	1	482.00'	282.00'	8	482.00'	S 89° 16' 00" E	88° 01' 00"	48.00' 183'
1	1	1	482.00'	282.00'	9	482.00'	S 89° 16' 00" E	88° 01' 00"	48.00' 183'
1	1	1	482.00'	282.00'	10	482.00'	S 89° 16' 00" E	88° 01' 00"	48.00' 183'

NOTE
* INDICATES HIGH PIPE 30' LONG BY 2' DIAMETER,
3.65 LBS PER LINEAL FOOT
ALL OTHER LOT CORNERS MARKED BY IRON
PIPE 24" LONG BY 1" DIAMETER 113 LBS. PER
LINEAL FOOT
PLAT REFERENCED TO GRID NORTH BASED ON
THE WISCONSIN STATE PLANE CO-ORDINATE
SYSTEM SOUTH ZONE

DETAIL OF THE PROPOSED
20-FT WIDE WATER MAIN EASEMENT

1
179,018 SQ.FT.

BLOCK 6

579.99
S88° 31' 50"W

PROPOSED 20-FT
WATER MAIN EASEMENT
(0.13 AC)

N00° 18' 47"W

20.01

276.52

N88° 05' 06"E

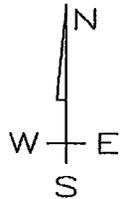
276.52

S88° 05' 06"W

20.01
S00° 18' 47"E

POB

2
173,960 SQ.FT.



SCALE 1" = 50'

N00° 18' 47"W
151.25

579.99
S88° 31' 50"W

Exhibit C
(Description of the Easement)

Tax key No. 931-0006-001
5801 West Franklin Drive

Lot 2, in Block 6, in Franklin Industrial Park, being a part of the Southwest 1/4 of Section 26, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows;

Commencing at the Southeast corner of said Lot 2, Block 6 of Franklin Industrial Park; thence North 00°18'47" West along west right of way line of South 57th Street, 151.25 feet to the point of beginning; thence South 88°05'06" West, 276.52 feet to a point; thence North 00°18'47" West 20.01' feet to a point; thence North 88°05'06" East, 276.52 feet to a point; thence South 00°18'47" East, 20 01 feet to a of beginning.

Containing ± 5530.4 square feet or 0.13 acres.

<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 1/7/20</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 5695 W. FRANKLIN DRIVE (CP PROPERTIES, LLP) Tax Key 899-0016-001</p>	<p>ITEM NUMBER <i>G. 1. (e)</i></p>
<p><u>BACKGROUND</u> Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.</p> <p>The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.</p> <p>ANALYSIS The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.</p> <p>FISCAL NOTE The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.</p> <p>COUNCIL ACTION REQUESTED Motion to adopt Resolution No. 2020 - _____, a resolution to authorize staff to execute and record the attached water main easement from 5695 W. Franklin Drive (C P Properties, LLP) Tax Key 899-0016-001.</p>		

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 5695 W. FRANKLIN DRIVE (C P PROPERTIES, LLP)
TAX KEY 899-0016-001

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants, and

WHEREAS, the C P Properties, LLP at 5695 W. Franklin Drive, Tax Key 899-0016-001 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the C P Properties, LLP desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 5695 W. Franklin Drive (C P Properties, LLP) Tax Key 899-0016-001.

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 _____

WATER MAIN EASEMENT

5695 West Franklin Drive
Owner – C P Properties, LLP
Tax Key Number 899-0016-001

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as “City,” and C P Properties, LLP, a Limited Liability Partnership, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called “Grantor,” (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

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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 SE ¼ and SW ¼ of the SW 1/4 of Section 26, 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 which 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 "City of Franklin Design Standards and Construction Specifications" dated 2017 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 Grantor 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 1 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: _____

Company Name

By: _____
Name and Title

STATE OF _____
ss

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 20____, the
above named _____, _____ of _____
(Name printed) (Title) (Development)
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 corporation

Notary Public

My commission expires _____

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 _____

Exhibit A
(Description of the Property)

Tax key No 899-0016-001
5695 West Franklin Drive

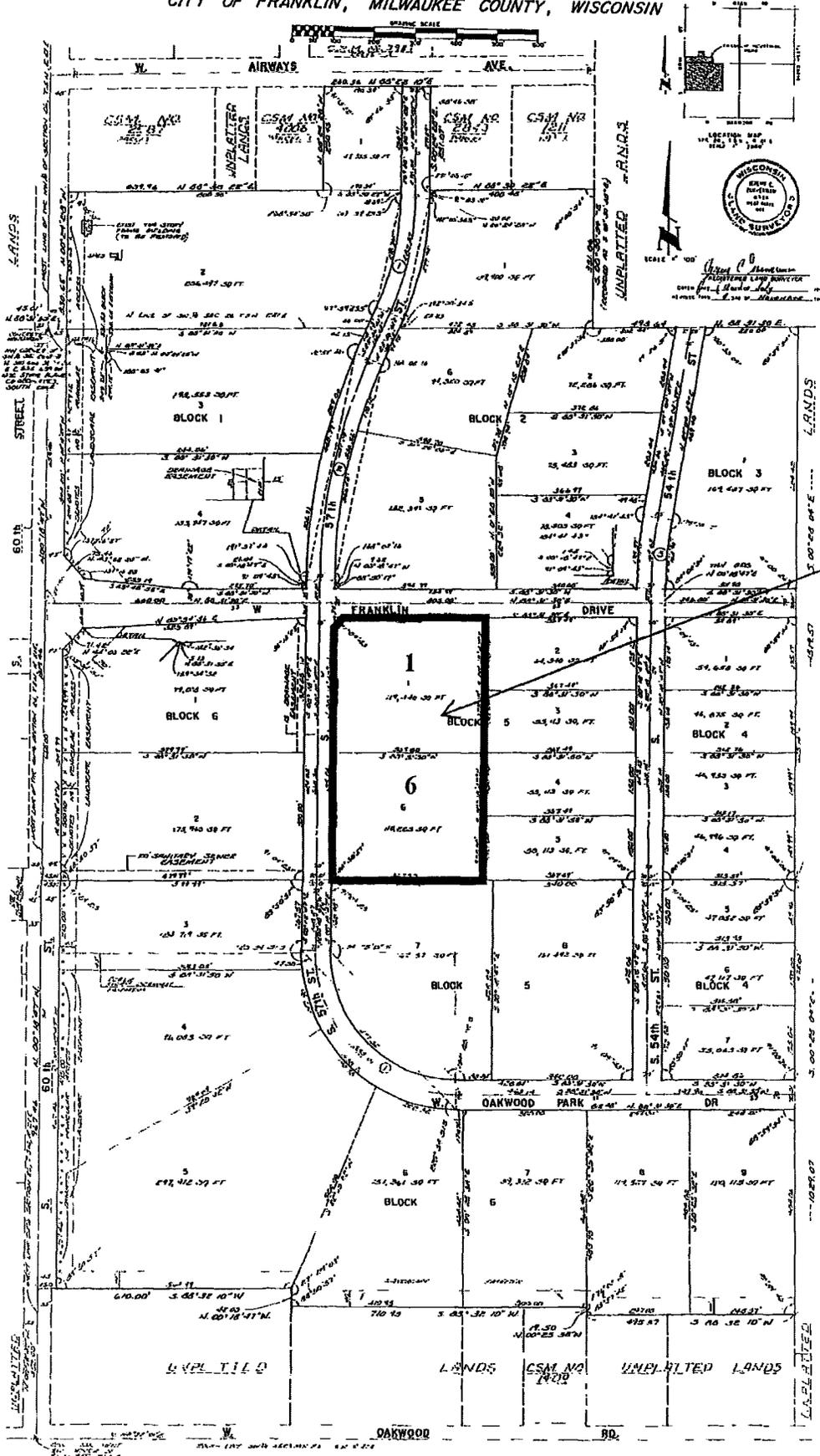
Lot 1 and Lot 6, in Block 5, in Franklin Industrial Park, being a redivision of Certified Survey Map No. 3226 and a Subdivision of lands in part of the Southwest 1/4 of the Northwest 1/4, the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, excepting therefrom that part conveyed to the City of Franklin by Warrant Deed recorded as Document No. 6906423.

See Exhibit A-1

Exhibit A-1

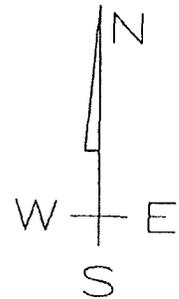
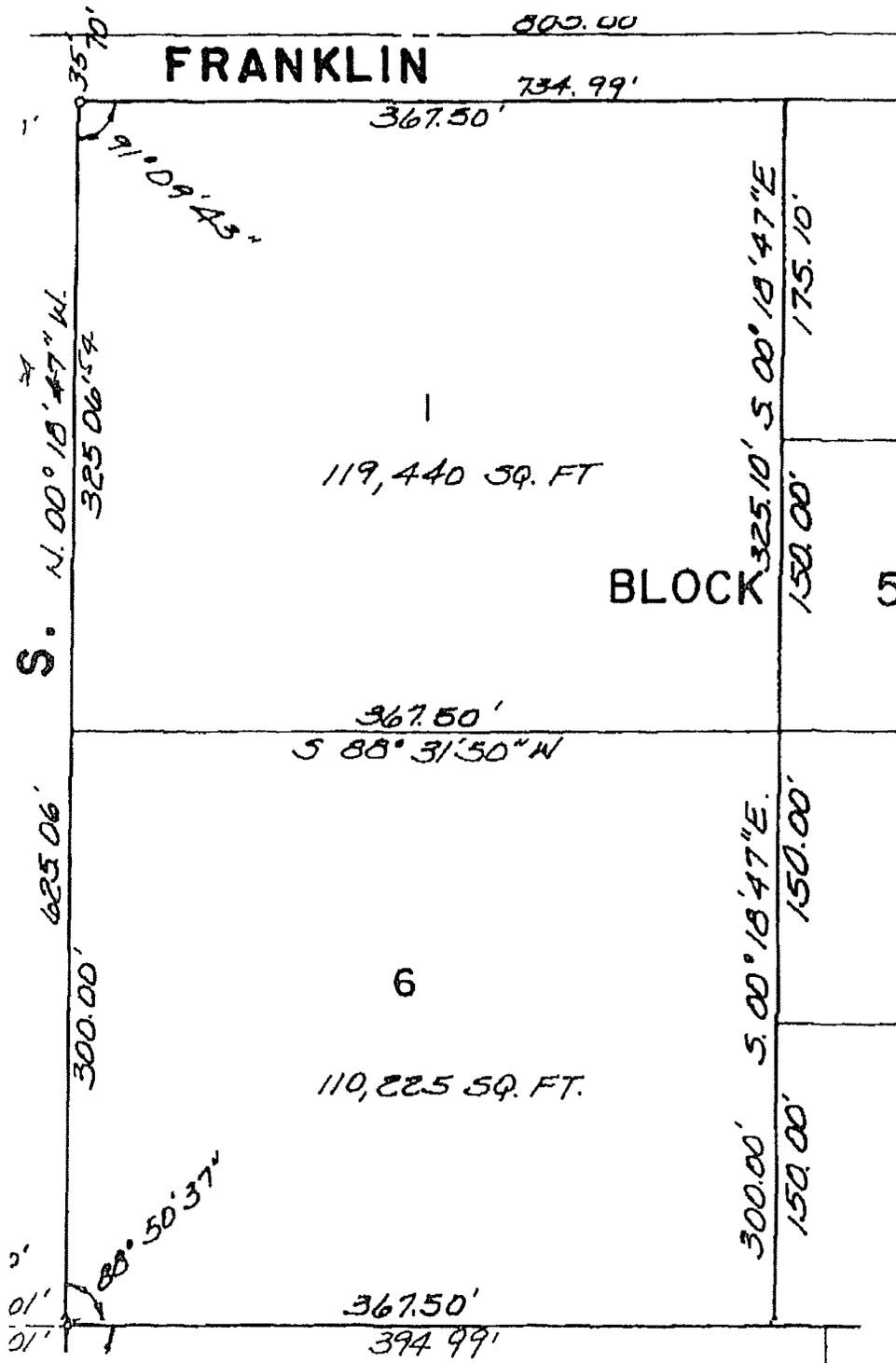
FRANKLIN INDUSTRIAL PARK

BEING A RE-DIVISION OF CERTIFIED SURVEY MAP NO. 3286 AND
A SUBDIVISION OF LANDS IN PART OF THE SOUTHWEST 1/4 OF
THE NORTHWEST 1/4, THE NORTHWEST 1/4 AND PART OF
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 26 TOWNSHIP 5 NORTH, RANGE 11 EAST
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



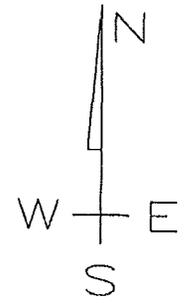
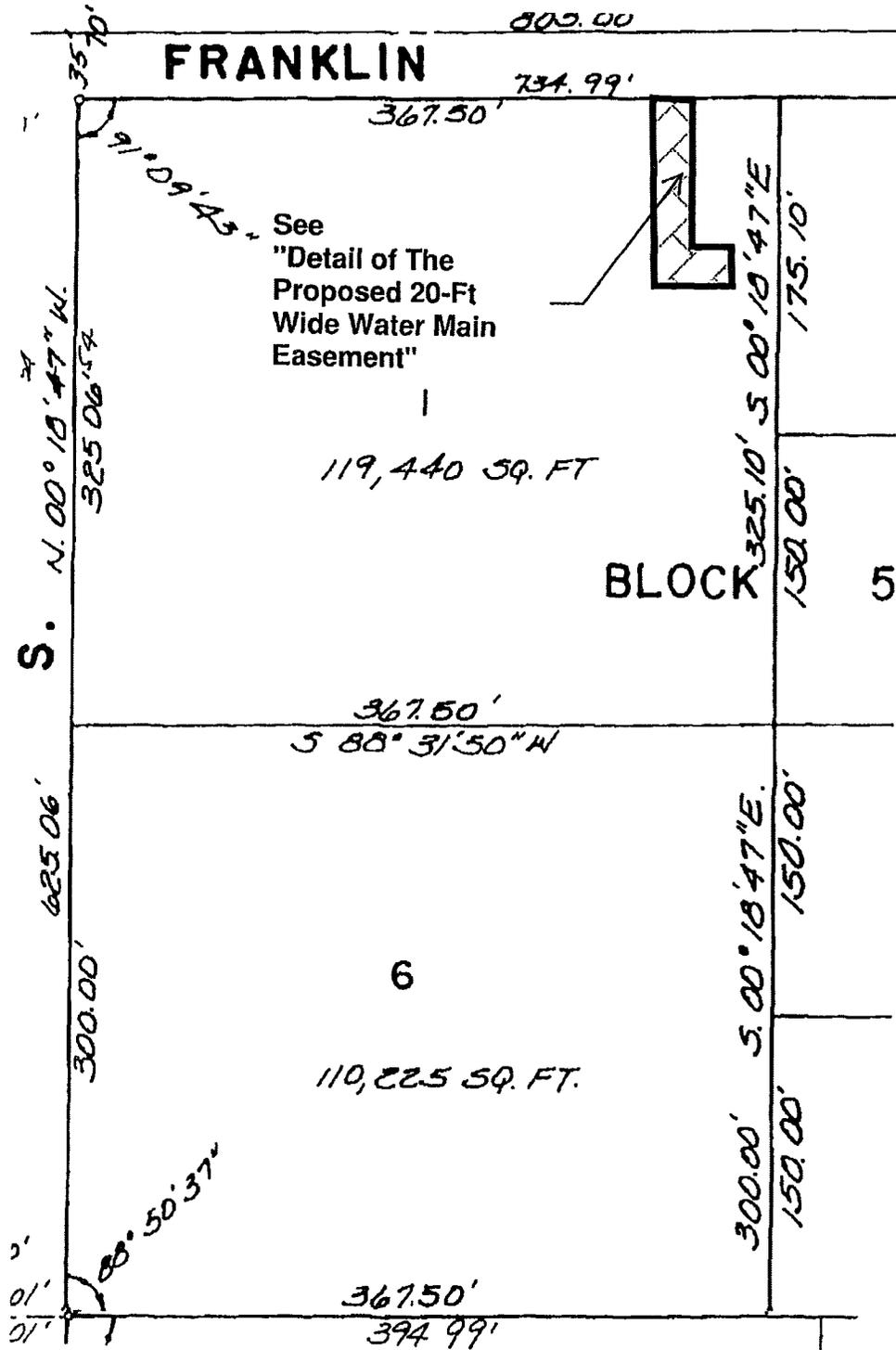
SEE A-1
DETAIL

A1-DETAIL



NOT TO SCALE

Exhibit B
(Depiction of the Easement)
20-Ft Wide Water Main Easement

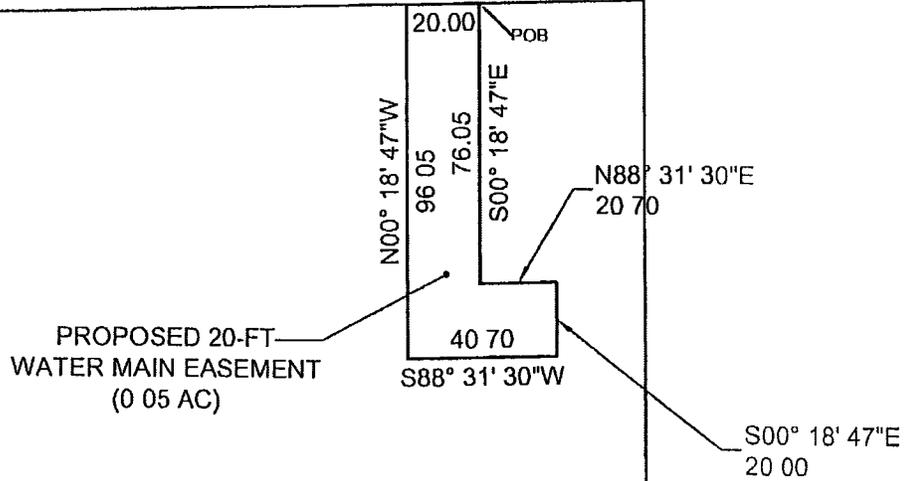


NOT TO SCALE

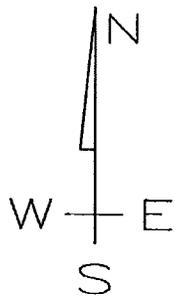
DETAIL OF THE PROPOSED
20-FT WIDE WATER MAIN EASEMENT

367.50 N88°31'30"E

N88° 31' 30"E 44.92 S88°31'30"W



LOT 1 BLK 5
OF FRANKLIN INDUSTRIAL PARK



SCALE: 1" = 50'

LOT 6 BLK 5
OF FRANKLIN INDUSTRIAL PARK

625.10 S00°18'47"E

Exhibit C
(Description of the Easement)

Tax key No. 899-0016-001
5695 West Franklin Drive

Lot 1 and Lot 6, in Block 5, in Franklin Industrial Park, being a redivision of Certified Survey Map No. 3226 and a Subdivision of lands in part of the Southwest 1/4 of the Northwest 1/4, the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, excepting therefrom that part conveyed to the City of Franklin by Warrant Deed recorded as Document No. 6906423, bounded and described as follows;

Commencing at the Northeast corner of said Lot 1, Block 5 of Franklin Industrial Park; thence South 88°31'30" West 44.92 feet to the point of beginning; thence South 00°18'47" East 76.05 feet to a point; thence North 88°31'30" East 20.70' feet to a point; thence South 00°18'47" East 20.00 feet to a point, thence South 88°31'30" West 40.70 feet to a point; thence North 00°18'47" West 96.05 feet to a point; thence North 88°31'30" East 20.00 feet to a of beginning.

Containing ± 2,334.4 square feet or 0.05 acres.

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<p style="text-align: center;">APPROVAL <i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 1/7/20</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 10179 S. 57TH STREET (GHN FRANKLIN, LLC) Tax Key 931-0008-002</p>	<p style="text-align: center;">ITEM NUMBER <i>G. I. (F)</i></p>
<p><u>BACKGROUND</u></p> <p>Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.</p> <p>The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.</p> <p>ANALYSIS</p> <p>The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.</p> <p>FISCAL NOTE</p> <p>The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.</p> <p>COUNCIL ACTION REQUESTED</p> <p>Motion to adopt Resolution No. 2020 - _____, a resolution to authorize staff to execute and record the attached water main easement from 10179 S. 57th Street (GHN Franklin, LLC) Tax Key 931-0008-002</p>		

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 10179 S. 57TH STREET
(GHN FRANKLIN, LLC) TAX KEY 931-0008-002

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants; and

WHEREAS, the GHN Franklin, LLC at 10179 S. 57th Street, Tax Key 931-0008-002 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the GHN Franklin, LLC desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 10179 S. 57th Street (GHN Franklin, LLC) Tax Key 931-0008-002.

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 _____

WATER MAIN EASEMENT

GHN Franklin, LLC
10179 S. 57th Street
Owner – GHN Franklin, LLC
Tax Key Number 931-0008-002

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as “City,” and GHN Franklin, LLC, a Limited Liability Company, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called “Grantor,” (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit “A” and depicted on Exhibit “A-1” 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; 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 SE ¼ and SW ¼ of the SW 1/4 of Section 26, 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 which 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 "City of Franklin Design Standards and Construction Specifications" dated 2017 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 Grantor 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 1 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: _____

Company Name

By: _____
Name and Title

STATE OF _____
COUNTY OF _____ SS

Before me personally appeared on the _____ day of _____, 20____, the
above named _____, _____ of _____
(Name printed) (Title) (Development)
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 corporation

Notary Public

My commission expires _____

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 _____

Exhibit A
(Description of the Property)

Tax key No. 931-0008-002
10179 South 57TH Street

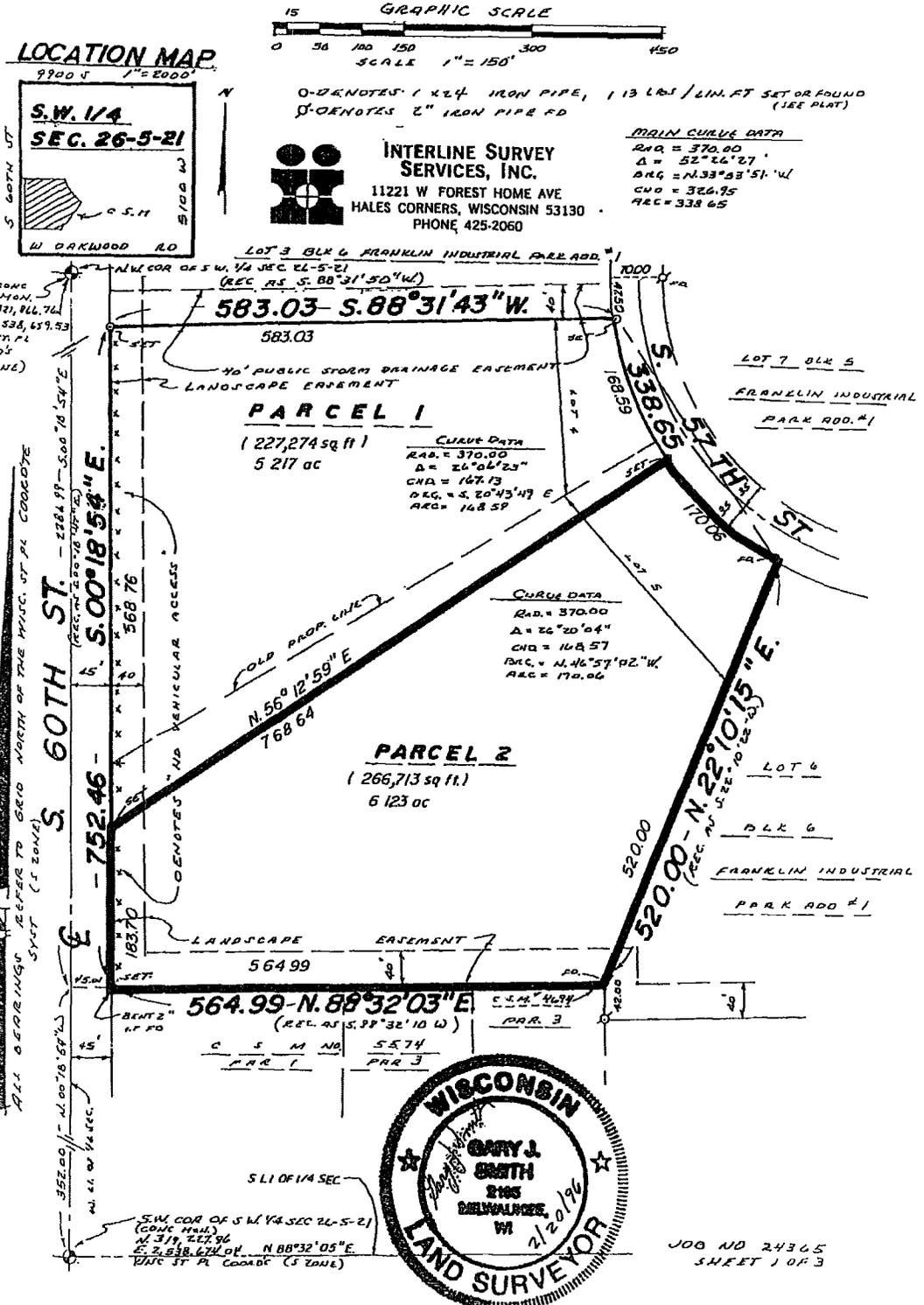
Parcel 2 of Certified Survey Map No. 6200, being a redivision of Lot 4 and Lot 5, in Block 6, of Franklin Industrial Park Addition No. 1, being a subdivision of lands in part of the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

See Exhibit A-1

Exhibit A-1

CERTIFIED SURVEY MAP NO. 6200

BEING A REDIVISION OF LOT 4 & LOT 5, IN BLOCK 6, FRANKLIN INDUSTRIAL PARK ADDITION NO. 1, BEING A SUBDIVISION OF LANDS IN PART OF THE S.E. 1/4 & S.W. 1/4 OF THE S.W. 1/4 OF SECTION 26, T5N, R21E., IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



DETAIL OF THE PROPOSED 20-FT WIDE WATER MAIN EASEMENT

PARCEL 1 OF CSM # 6200
(227,274 SQ. FT.)
5.217 AC

C=168.57,
R=370.000,
Chord Bear.=N46° 57' 02"W
L= 170.06

C=20.40,
R=370.000,
Chord Bear.=S56° 27' 44"E
L= 20.40

PROPOSED 20-FT WIDE
WATER MAIN EASEMENT
(3318.74 SF OR 0.08 ACRES)

227.22 N44°52'37"E

214.42 S44°52'37"W

POB

C=13.41,
R=370.000,
Chord Bear.=N59° 04' 48"W
L= 13.41

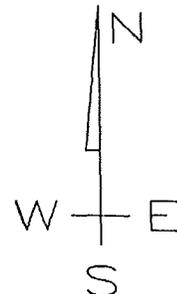
2.65 S45°07'23"E

16.81 S44°52'37"W

22.65 N45°07'23"W

PARCEL 2 (LOT 5) of CSM 6200
(266,713 SF)
6.123 AC

N22° 10' 15"E
520.00



SCALE: 1" = 50'

Exhibit C
(Description of the Easement Area)
Proposed 20-ft Wide Water Main Easement

Tax key No. 931-0008-002
10179 South 57TH Street

Being a redivision of lot 4 and lot 5 in block 6 of Franklin Industrial Park Addition No. 1, being a subdivision of lands in part of the SE ¼ and SW ¼ of the SW ¼ of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Commencing at the southeast corner of Parcel 2 of Certified Survey Map No. 6200, recorded on March 11, 1996 in Reel 3752, Images 2296 to 2298, inclusive as Document No. 7191331, being a redivision of Lot 4 and 5, in Block 6, in Franklin Industrial Park Addition No. 1;

thence northwesterly 13.41 feet, along the arc of a curve, center lying to the northeast, with a radius of 370.00 feet and a chord which bears N59°04'48"W, a chord distance of 13.41 feet to the point of beginning; thence S44°52'37"W, 214.42 feet to a point; thence S45°07'23"E, 2.65 feet to a point, thence S44°52'37"W, 16.81 feet to a point; thence N45°07'23"W, 22.65 feet to a point, thence N44°52'37"E, 227.22 feet to a point; thence southeasterly 20.40 feet, along the arc of a curve, center lying to the northeast, with a radius of 370.00 feet and a chord which bears S56°27'44"E, a chord distance of 20.39 feet to the point of beginning

Containing 4627.10 square feet or 0.1062 acres.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/20
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 5251 W. FRANKLIN DRIVE (S & C ELECTRIC COMPANY) Tax Key 931-0013-002	ITEM NUMBER <i>G.1.(g)</i>

BACKGROUND

Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.

The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.

ANALYSIS

The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.

FISCAL NOTE

The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2020 - _____, a resolution to authorize staff to execute and record the attached water main easement from 5251 W. Franklin Drive (S & C Electric Company) Tax Key 931-0013-002.

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 5251 W. FRANKLIN DRIVE
(S & C ELECTRIC COMPANY) TAX KEY 931-0013-002

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants; and

WHEREAS, the S & C Electric Company at 5251 W. Franklin Drive, Tax Key 931-0013-002 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the S & C Electric Company desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 5251 W. Franklin Drive (S & C Electric Company) Tax Key 931-0013-002.

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 _____

WATER MAIN EASEMENT

S & C Electric Company
5251 West Franklin Drive
Owner – S & C Electric Company
Tax Key Number 931-0013-002

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as “City,” and S & C Electric Company, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called “Grantor,” (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit “A” and depicted on Exhibit “A-1” 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 NE ¼ and the SE ¼ of the SW 1/4 of Section 26, 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 which 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 "City of Franklin Design Standards and Construction Specifications" dated 2017 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 Grantor 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 1 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

Exhibit A
(Description of the Property)

Tax key No. 931-0013-002
5251 West Franklin Drive

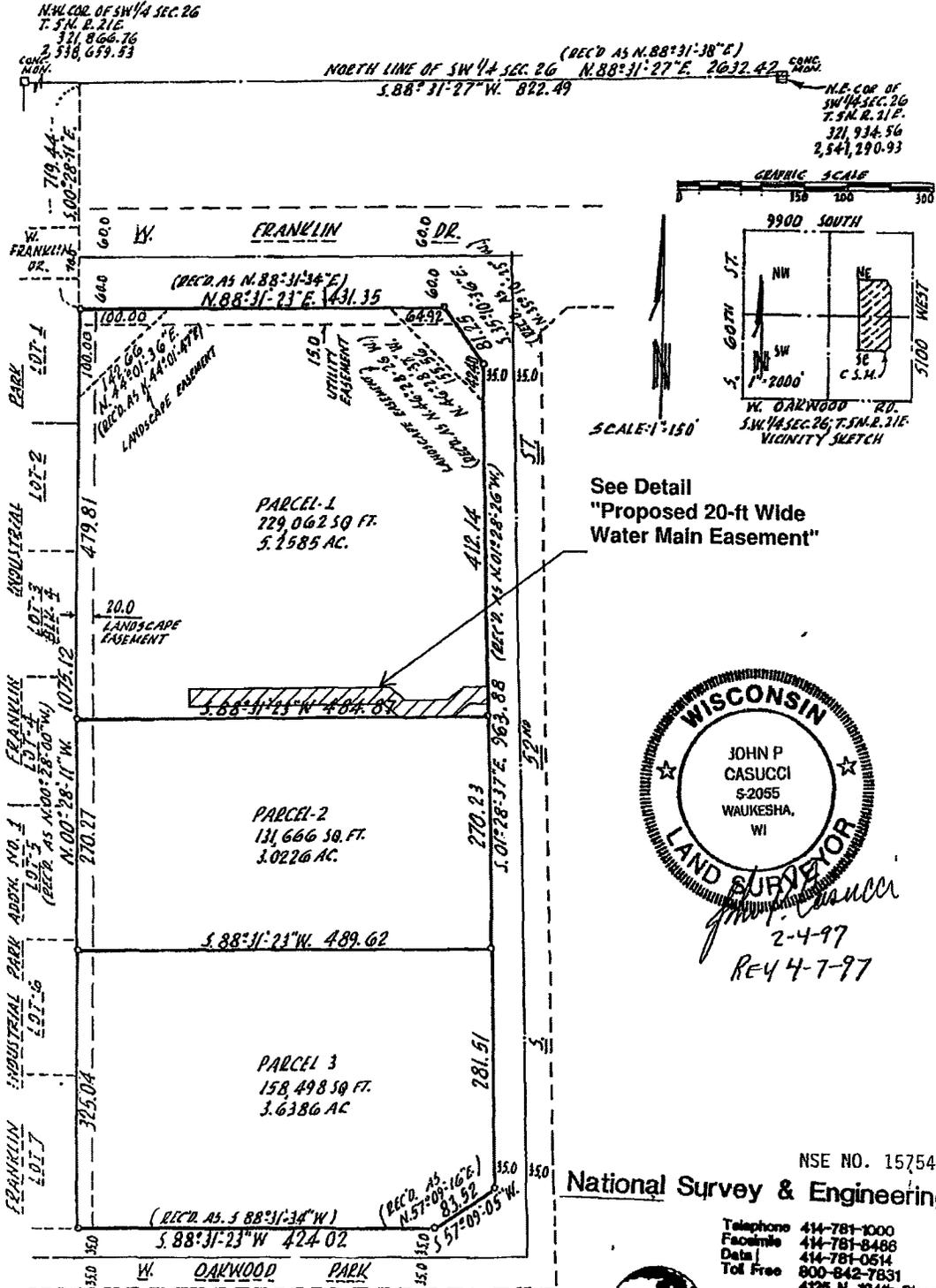
Parcel 1 of Certified Survey Map No. 6382, recorded on July 15, 1997, on Reel 4095, Image 1005 to 1010, as Document No. 7393423, being a redivision of Lots 1, 2, 3 and 4, Block 4, in Franklin Business Park, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

See Exhibit A-1

Exhibit B
(Depiction of the Easement)
20-Ft Wide Water Main Easement

CERTIFIED SURVEY MAP NO. **6382**

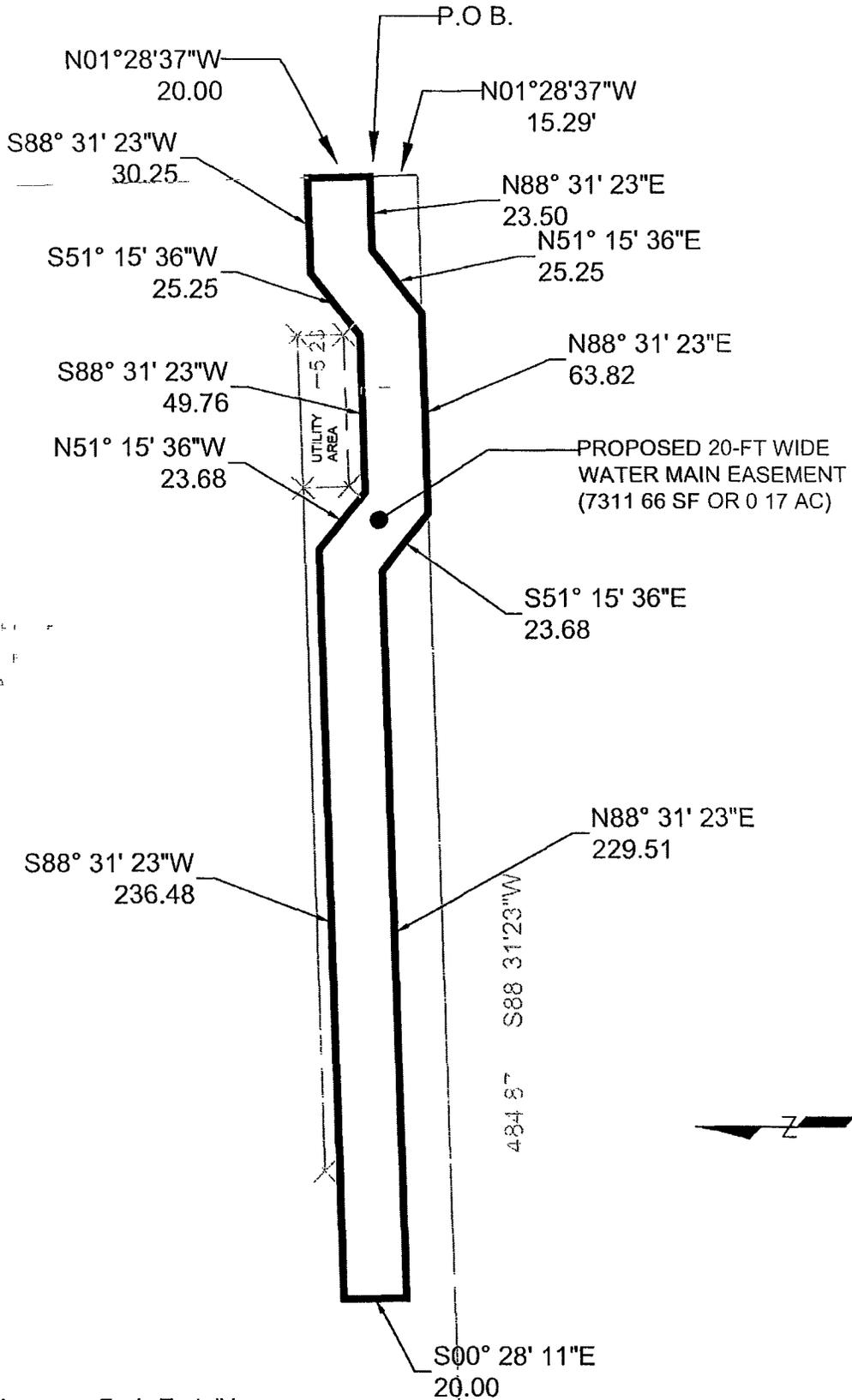
A redivision of Lots 1, 2, 3 and 4 in Block 4 in Franklin Business Park, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.



NSE NO. 157540
National Survey & Engineering

Telephone 414-781-1000
 Facsimile 414-781-8486
 Data 414-781-0514
 Toll Free 800-842-7831
 4125 N. 124th Street
 Brookfield, Wisconsin
 53005-1837

DETAIL OF THE PROPOSED 20-FT WIDE WATER MAIN EASEMENT



B R F E I P
G O F
5 5 A

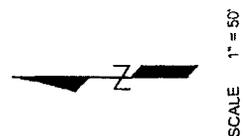


Exhibit C
(Description of the Easement Area)

Tax key No. 931-0013-003
10125 South 52nd Street

Being a part of Parcel 2 of Certified Survey Map No. 6382, recorded July 15, 1997 on reel 4095, Image 1005, as Document No 7393423, being a redivision of Lots 1, 2, 3 and 4 in Block 4 in Franklin Business Park, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin bounded and described as follows:

Commencing at the Southeast corner of Parcel 2 of CSM No 6382, thence N 01°28'37" W, 12.97 feet to the point of beginning; thence continuing N 01°28'37" W, 20.00 feet to a point; thence N 88°31'23" E, 4.81 feet to a point; thence N 60°03'36" W, 151.69 feet to a point, thence S 29°56'24" W, 23.79 feet to a point; thence S 60°03'36" E, 20.00 feet to a point; thence N 29°56'24" E, 3.79 feet to a point; thence S 60°03'36" E, 137.36 feet to a point, thence S 88°31'23" W, 10.40 feet to the point of beginning.

Containing 3318.74 square feet or 0.08 acres.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/20
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 10125 S. 52ND STREET (BRIDGESTONE CAPITAL, LLC) Tax Key 931-0013-003	ITEM NUMBER <i>G. I. (h)</i>

BACKGROUND

Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.

The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.

ANALYSIS

The attached easement includes the hydrant, hydrant main, and all applicable appurtenances.

FISCAL NOTE

The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2020 - _____, a resolution to authorize staff to execute and record the attached water main easement from 10125 S. 52nd Street (Bridgestone Capital, LLC)
Tax Key 931-0013-003

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN · MILWAUKEE COUNTY

RESOLUTION NO. 2020 -

A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED
WATER MAIN EASEMENT FROM 10125 S. 52ND STREET
(BRIDGESTONE CAPITAL, LLC) TAX KEY 931-0013-003

WHEREAS, the Franklin Fire Department finds it desirable to for the Franklin Municipal Water Utility to own and maintain fire hydrants, and

WHEREAS, the Bridgestone Capital, LLC at 10125 S. 52nd Street, Tax Key 931-0013-003 was developed without dedicating the private fire hydrants to the City; and

WHEREAS, the Bridgestone Capital, LLC desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

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 execute a water main easement on and across the property located at 10125 S. 52nd Street (Bridgestone Capital, LLC) Tax Key 931-0013-003.

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 _____

WATER MAIN EASEMENT

Bridgestone Capital, LLC
10125 S. 52nd Street
Owner – Joel B. Konicek
Tax Key Number 931-0013-003

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as “City,” and Joel B. Konicek - Bridgestone Capital, LLC, a Limited Liability Company, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called “Grantor,” (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit “A” and depicted on Exhibit “A-1” 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 SE ¼ and SW ¼ of the SW 1/4 of Section 26, 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 which 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 "City of Franklin Design Standards and Construction Specifications" dated 2017 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 Grantor 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 1 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

Exhibit A
(Description of the Property)

Tax key No. 931-0013-003
10125 South 52nd Street

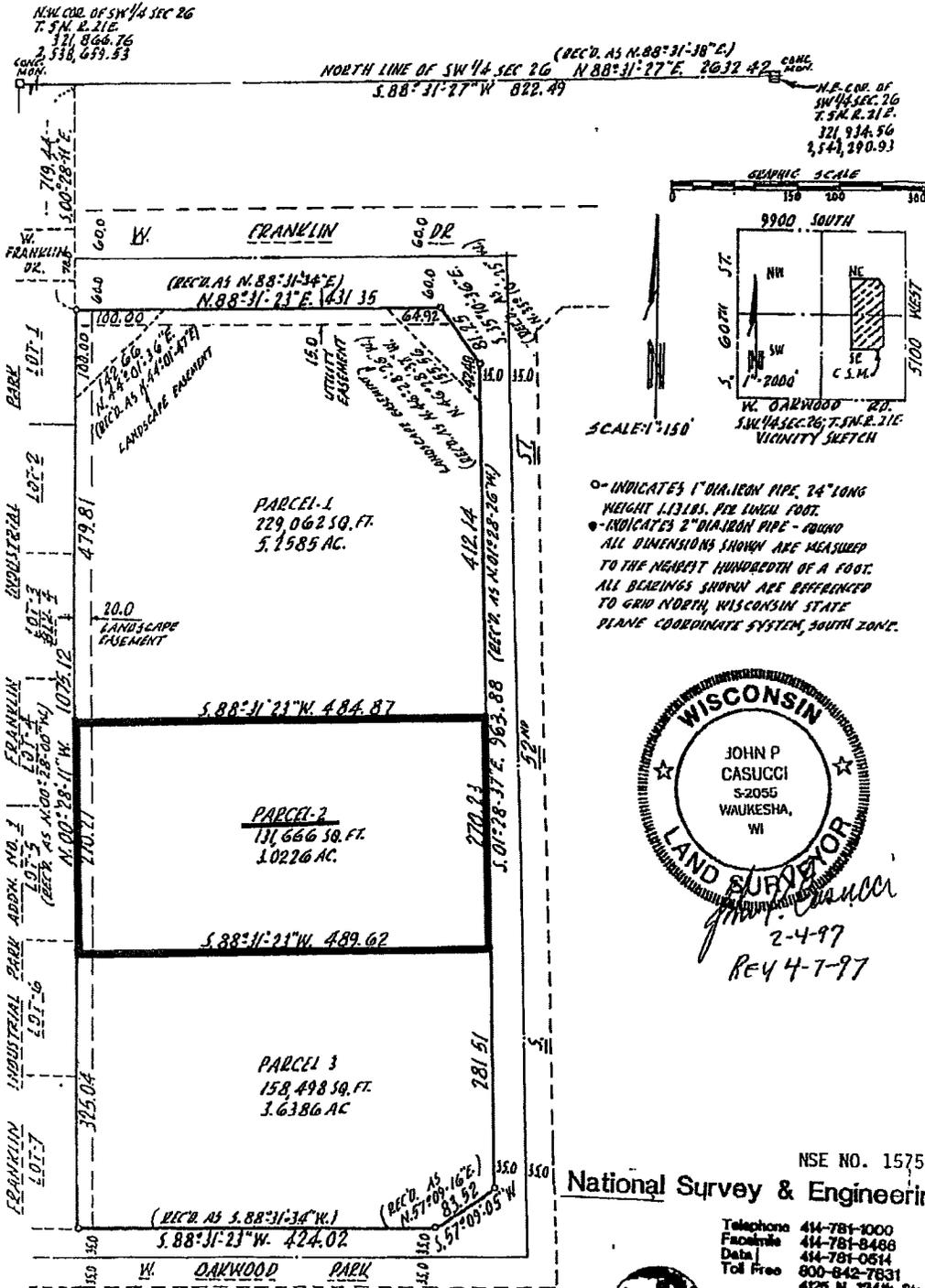
Parcel 2 of Certified Survey Map No. 6382, recorded July 15, 1997 on reel 4095, Image 1005, as Document No. 7393423, being a redivision of Lots 1, 2, 3 and 4 in Block 4 in Franklin Business Park, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

See Exhibit A-1

Exhibit A-1

CERTIFIED SURVEY MAP NO. **6382**

A redivision of Lots 1, 2, 3 and 4 in Block 4 in Franklin Business Park, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.



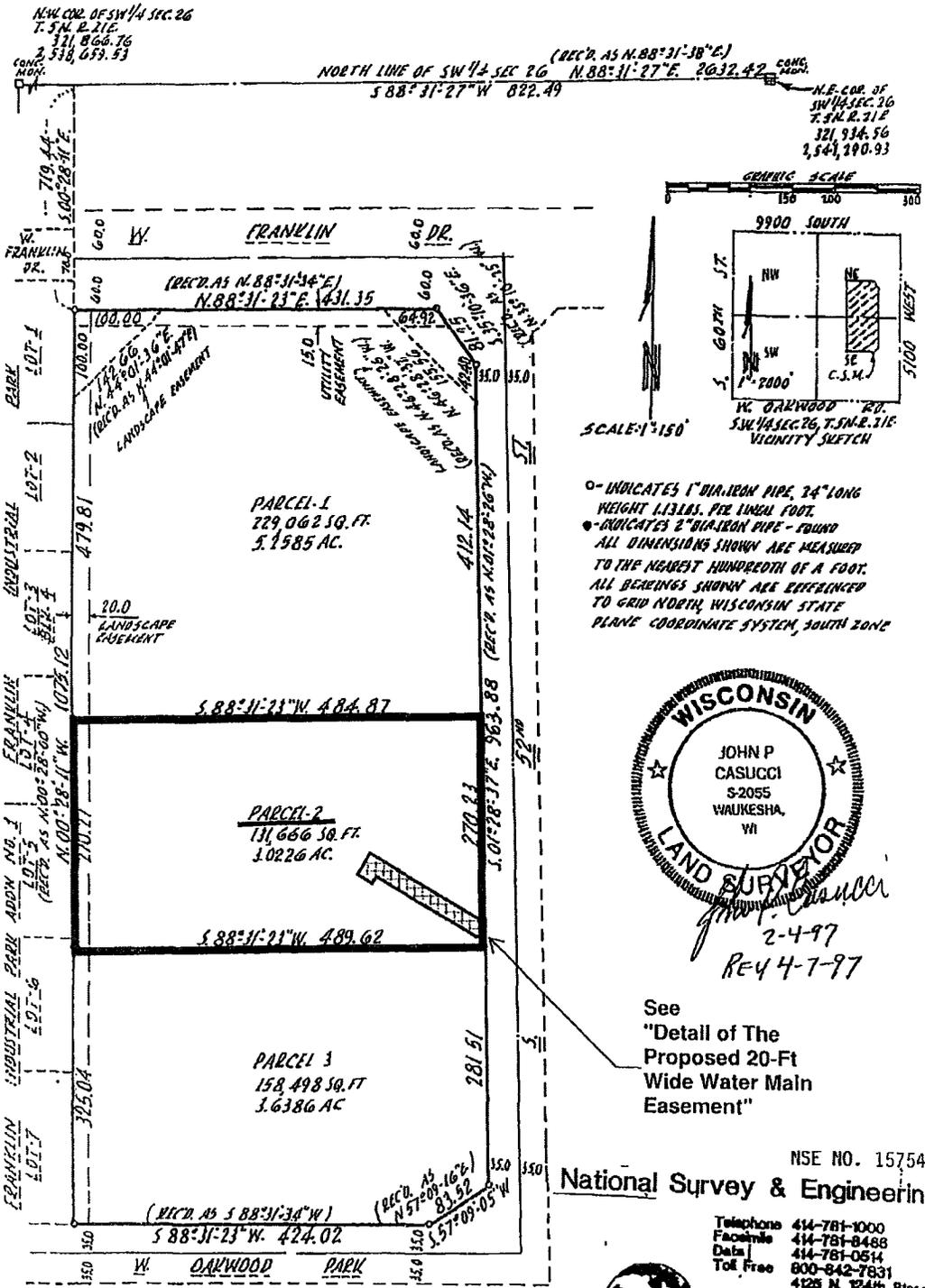
WISCONSIN
 JOHN P. CASUCCI
 5-2055
 WAUKESHA, WI
 LAND SURVEYOR
 2-4-97
 RE 4-7-97

NSE NO. 157540
National Survey & Engineering
 Telephone 414-781-1000
 Facsimile 414-781-8488
 Data 414-781-0514
 Toll Free 800-842-7831
 4125 N. 134th Street
 Brookfield, Wisconsin
 53006-1837

Exhibit B
(Depiction of the Easement)
20-Ft Wide Water Main Easement

CERTIFIED SURVEY MAP NO. **6382**

A redivision of Lots 1, 2, 3 and 4 in Block 4 in Franklin Business Park, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.



○ INDICATES 1" DIA. IRON PIPE, 24" LONG HEIGHT 1.1318. PIZ UNDER FOOT.
 ● INDICATES 2" DIA. IRON PIPE - FOUND
 ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDRETH OF A FOOT. ALL BEARINGS SHOWN ARE REFERENCED TO GRID NORTH, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE

WISCONSIN
 JOHN P. CASUCCI
 S-2055 WAUKESHA, WI
LAND SURVEYOR
John P. Casucci
 2-4-97
 RE 44-7-97

See "Detail of The Proposed 20-Ft Wide Water Main Easement"

NSE NO. 157540
National Survey & Engineering

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 Facsimile 414-781-8488
 Data 414-781-0514
 Toll Free 800-842-7831
 4125 N. 224th Street
 Brookfield, Wisconsin
 53005-1937



Exhibit C
(Description of the Easement Area)

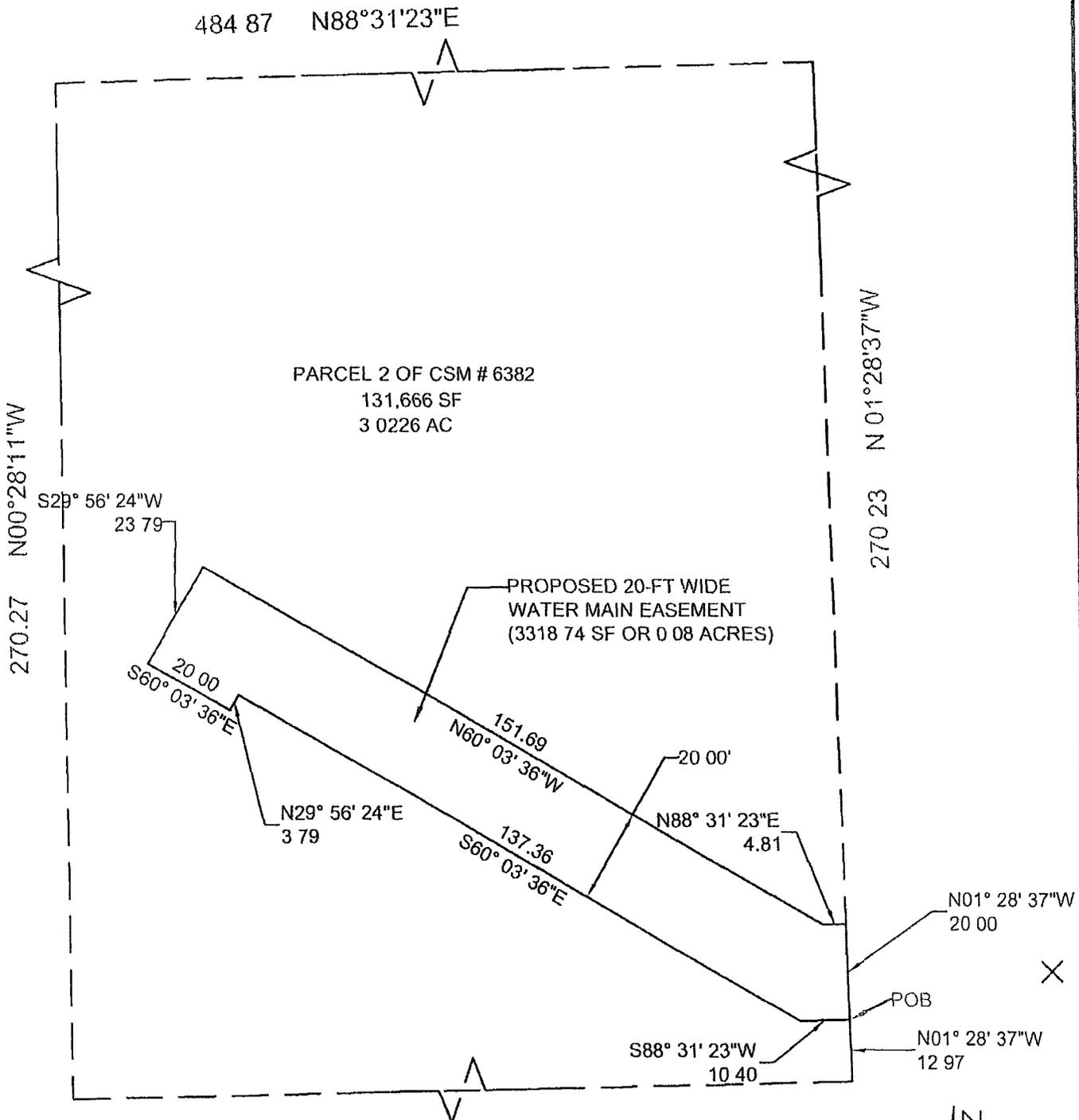
Tax key No. 931-0013-002
5251 West Franklin Drive

Being a part of Parcel 1 of Certified Survey Map No. 6382, recorded July 15, 1997 on reel 4095, Image 1005, as Document No 7393423, being a redivision of Lots 1, 2, 3 and 4 in Block 4 in Franklin Business Park, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, in Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin bounded and described as follows:

Commencing at the Northeast corner of Parcel 2 of CSM No. 6382; thence N 01°28'37" W, 15.29 feet to the point of beginning; thence continuing N 01°28'37" W, 20.00 feet to a point; thence S 88°31'23" W, 30.25 feet to a point; thence S 51°15'36" W, 25.25 feet to a point, thence S 88°31'23" W, 49.76 feet to a point; thence N 51°15'36" W, 23.68 feet to a point; thence S 88°31'23" W, 236.48 feet to a point; thence S 00°28'11" E, 20.00 feet to a point; thence N 88°31'23" E, 229.51 feet to a point; thence S 51°15'36" E, 23.68 feet to a point; thence N 88°31'23" E, 63.82 feet to a point, thence N 51°15'36" E, 25.25 feet to a point; thence N 88°31'23" E, 23.50 feet to the point of beginning.

Containing 7311.66 square feet or 0.17 acres.

DETAIL OF THE PROPOSED
20-FT WIDE WATER MAIN EASEMENT



SCALE 1" = 30'

APPROVAL <i>slw</i> 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/7/2020
REPORTS & RECOMMENDATIONS	An Ordinance to Amend §92-9 of the Municipal Code Pertaining to Impact Fees for the Purpose of Exempting Public Schools from Application of Each of the Various Impact Fees, Suspending the Automatic Annual Rate Increases for Each of the Various Impact Fee Rate Increases Imposed Under §92-9 L., and Incorporating Required Statutory Increases, Primarily Pursuant to 2017 Wisconsin Act 243	ITEM NUMBER <i>G. 2.</i>

A Public Hearing took place at the January 7, 2020 Common Council Meeting to gain public input regarding proposed amendments to §92-9 of the Municipal Code pertaining to impact fees for the purpose of exempting public schools from application of each of the various impact fees, suspending the automatic annual rate increases for each of the various impact fee rates imposed under §92-9 N., and incorporating required statutory increases, primarily pursuant to 2017 Wisconsin Act 243.

The purpose of these proposed amendments is to address three items. First, it addresses, at the direction of the Common Council on August 6, 2019, an ordinance exempting Public School Districts from being subject to City-imposed impact fees as set forth in §92-9 of the Municipal Code. Second, based upon the results of the "Amendment to the 2002 Impact Fee Study; the 2004 Impact Fee Update; The 2013 Amendment to the Park Impact Fees; The Impact Fee Update – December 2013; and The 2015 Park Impact Fee Update – December 2019", it is reasonable to suspend, effective January 1, 2020, the annual increase in impact fee rates as provided for by §92-9 L. of the Municipal Code of Franklin, Wisconsin. Thirdly, incorporating required statutory increases pursuant to 2017 Wisconsin Act 243, including those related to the collection and disbursement of impact fees.

The Ordinance is labeled "draft" as this was the form and manner by which it was presented for public inspection. No further modifications are proposed as of this writing, but it remains "subject to further technical review and to consideration by the Common Council".

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2020-____, "An Ordinance to Amend §92-9 of the Municipal Code Pertaining to Impact Fees for the Purpose of Exempting Public Schools from Application of Each of the Various Impact Fees, Suspending the Automatic Annual Rate Increases for Each of the Various Impact Fee Rate Increases Imposed Under §92-9 L., and Incorporating Required Statutory Increases, Primarily Pursuant to 2017 Wisconsin Act 243".

**DRAFT: Subject to further technical review
and to consideration by the Common Council**

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

ORDINANCE NO. 2020-_____

**AN ORDINANCE TO AMEND §92-9 OF THE MUNICIPAL CODE
PERTAINING TO IMPACT FEES FOR THE PURPOSE OF EXEMPTING PUBLIC
SCHOOLS FROM APPLICATION OF EACH OF THE VARIOUS IMPACT FEES,
SUSPENDING THE AUTOMATIC ANNUAL RATE INCREASES FOR EACH OF THE
VARIOUS IMPACT FEE RATE INCREASES IMPOSED UNDER §92-9 L., AND
INCORPORATING REQUIRED STATUTORY INCREASES, PRIMARILY PURSUANT TO
2017 WISCONSIN ACT 243**

WHEREAS, the Common Council adopted Ordinance No. 95-1341, An Ordinance Establishing Impact Fees Upon Land Development, on April 25, 1995 and the Franklin Impact Fee Task Force Impact Fees Needs Assessment – 1995 Report to the Mayor and Common Council dated March 21, 1995 recommended the periodic review by the City of impact fees established, especially if the factors affecting the volume and impact of growth change significantly; and

WHEREAS, such fees having been enacted and amended, respectively, pursuant to Ordinance No. 2002-1712, An Ordinance to Amend §92-9 of the Municipal Code Pertaining to Impact Fees, such Ordinance having been adopted pursuant to a public facility needs assessment, as contemplated by §66.0617(4), Stats., as entitled “Impact Fee Study” and as prepared by Ruekert/Mielke and dated April/2002; and

WHEREAS, such Ordinance and fees having been additionally amended since that time in accordance with the Wisconsin Statutes and the actions of the Common Council of the City of Franklin; and

WHEREAS, a public hearing was held before the Common Council on January 7, 2020, to receive public input upon the proposed changes to the impact fee ordinance as set forth in the study amendment entitled “Amendment to the 2002 Impact Fee Study; The 2004 Impact Fee Update; The 2013 Amendment to the Park Impact Fees; The Impact Fee Update – December 2013; and The 2015 Park Impact Fee Update - December 2019;” and

WHEREAS, notice of the aforesaid public hearing was published as a Class I Notice under Ch. 985, Stats., which notice specified that the amendment to the public facility needs assessment was available for public viewing in the Office of the City Clerk; said needs assessment having been so available in such office for at least 20 days prior to the public hearing; and

WHEREAS, adoption of this amendment to §92-9 of the Municipal Code pertaining to Impact Fees will have the effect of exempting public schools from application of each of the various impact fees, which will, in part, eliminate the indirect pass through of such impact fee charges to property taxpayers of a public school system who would otherwise not be subject to such an impact fee; of suspending any automatic 5% annual increase in impact fee rates, as currently provided for in the ordinance, pending completion of review of each such fee in a revised facility needs study amendment currently underway; and of incorporating statutory changes required by 2017 Wisconsin Act 243, including those related to the collection and disbursement of impact fees; and

WHEREAS, the Common Council having found and determined that the proposed impact fees it considered for adoption by way of amendment to §92-9 of the Municipal Code bear a rational relationship to the need for new, expanded and improved public facilities required to serve land development; that such fees, on the basis of the prior completed facility needs analysis and related updates and as addressed by the proposed amendment, do not exceed the proportionate share of the capital costs that are required to serve land development as compared to existing uses of land within the City; that the length of the planning period and update period are reasonable periods of time under all of the circumstances presented upon which to base, calculate, impose, and expend the proposed impact fees; and that the proposed impact fees are based upon reasonable estimates of the capital costs for new, expanded or improved public facilities and do not include amounts necessary to address existing deficiencies in public facilities.

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

SECTION 1: §92-9 K. of the Municipal Code of Franklin, Wisconsin, shall be amended by appending to the end thereof the following:

“Effective January 1, 2020, public schools are exempt from application of each of the various impact fees set forth above.”

SECTION 2: §92-9 L. of the Municipal Code of Franklin, Wisconsin, shall be amended to retroactively suspend the automatic annual 5% increase in impact fee rates by amending the fifth sentence of said section resulting in a sentence as follows:

“The impact fees imposed under this section shall not be subject to an automatic annual rate adjustment effective retroactive to January 1, 2020.”

SECTION 3: It is the intent of the retroactive effective dates herein that any such impact fee paid in excess of the required amount, after consideration of the applicable effective dates herein, shall cause reimbursement of any excess portion of such payments made.

SECTION 4: §92-9 C. (2), D. (2), E. (2), F. (2), G. (2), H. (3), and I. (3) of the Municipal Code of Franklin, Wisconsin, shall be repealed and deleted; and §92-9 O. of the Municipal Code of Franklin, Wisconsin, shall be created, for the purpose of incorporating statutory requirements, as follows:

“Payment and deferment. Any impact fee imposed under this section, except as provided under this paragraph, shall be imposed as a condition of approval of any building permit for the subject land development, and shall be payable by the developer or the property owner to the City in full upon the issuance of such building permit. Except as provided in this paragraph, if the total amount of impact

fees due for a development will be more than \$75,000, a developer may defer payment of the impact fees for a period of 4 years from the date of the issuance of the building permit or until 6 months before the City incurs the costs to construct, expand, or improve the public facilities related to the development for which the fee was imposed, whichever is earlier. If the developer elects to defer payment under this paragraph, the developer shall maintain in force a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the City. A developer may not defer payment of impact fees for projects that have been previously approved.”

SECTION 5: §92-9 N. (3) of the Municipal Code of Franklin, Wisconsin, for the purpose of incorporating new statutorily required expenditure periods, shall be repealed in its entirety and recreated as follows:

“With regard to an impact fee that is collected on or after April 4, 2018, except as provided in this subsection, impact fees that are not used within 8 years after they are collected to pay the capital costs for which they were imposed shall be refunded to the payer of fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated, as prescribed by statute. Impact fees that are collected for capital costs related to lift stations or collecting and treating sewage that are not used within 10 years after they are collected to pay the capital costs for which they were imposed, shall be refunded to the payer of fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated, as prescribed by statute. The 10-year time limit for using impact fees that is specified under this subsection may be extended for 3 years if the municipality adopts a resolution stating that, due to extenuating circumstances or hardship in meeting the 10-year limit, it needs an additional 3 years to use the impact fees that were collected. The resolution shall include detailed written findings that specify the extenuating circumstances or hardship that led to the need to adopt a resolution under this subsection. For purposes of the time limits in this subsection, an impact fee is paid on the date a developer obtains a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality under 92-9 O.”

SECTION 6: §92-9 N. (4) of the Municipal Code of Franklin, Wisconsin, shall be amended by adding “but prior to April 4, 2018” after the words “that is collected after April 10, 2013.”

SECTION 7: §92-9 D. (4), E. (4), F. (4), G. (4), and I. (4) of the Municipal Code of Franklin, Wisconsin, shall be amended by replacing “within 20 years of the date of payment” with “as described in Subsection N below.”

SECTION 8: §92-9 B. Definition of “Capital Costs” of the Municipal Code of Franklin, Wisconsin, shall be amended by adding “, vehicles;” before the words “or the costs of equipment to construct” in the final sentence thereof.

SECTION 9: §92-9 B. Definition of “Impact Fees” of the Municipal Code of Franklin, Wisconsin, shall be repealed in its entirety and recreated as follows:

“IMPACT FEES

Cash contributions, contributions of land or interests in land or any other items of value that are imposed on a developer under this section.”

SECTION 10: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 11: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this 7th day of January, 2020, by Alderman_____.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this 7th day of January, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">01/07/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A PORTION OF A CERTAIN PARCEL OF LAND FROM C-1 CONSERVANCY DISTRICT TO R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT</p> <p style="text-align: center;">(9132 SOUTH 92ND STREET) (APPROXIMATELY 1.94 ACRES) (MATT TALBOT RECOVERY SERVICES, INC., APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 3.</i></p>

At the December 5, 2019, regular meeting, the Plan Commission carried a motion to recommend approval of an Ordinance to amend the Unified Development Ordinance (zoning map) to rezone a portion of a certain parcel of land from C-1 Conservancy District to R-3 Suburban/Estate Single-Family Residence District (9132 south 92nd Street) (approximately 1.94 acres).

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2020-_____, to amend the Unified Development Ordinance (zoning map) to rezone a portion of a certain parcel of land from C-1 Conservancy District to R-3 Suburban/Estate Single-family Residence District (9132 South 92nd Street) (approximately 1.94 acres) (Matt Talbot Recovery Services, Inc., applicant).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 1-2-20]

ORDINANCE NO. 2020-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE (ZONING MAP) TO REZONE A PORTION OF A CERTAIN
PARCEL OF LAND FROM C-1 CONSERVANCY DISTRICT TO R-3
SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT
(9132 SOUTH 92ND STREET)
(APPROXIMATELY 1.94 ACRES)
(MATT TALBOT RECOVERY SERVICES, INC., APPLICANT)

WHEREAS, Matt Talbot Recovery Services, Inc. having petitioned for the rezoning of a portion of a certain parcel of land from C-1 Conservancy District to R-3 Suburban/Estate Single-Family Residence District to comply with condition number 8 of Resolution 2019-7498, which conditionally approved a 2 lot Certified Survey Map (“The applicant shall apply for a Rezoning from the City to remove the existing C-1 Conservancy District”) (approximately 1.94 acres) and the area to be rezoned is subject to a conservation easement per the conditionally approved Certified Survey Map, therefore, it is intended for protection of the existing wetlands (the applicant is not proposing to develop this area within conservation easements), such land being located at 9132 South 92nd Street ; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 5th day of December, 2019, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed rezoning is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and would promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the property described below be changed from C-1 Conservancy District to R-3 Suburban/Estate Single-Family Residence District:

Part of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township

5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being approximately described as follows: Commencing at the Northwest corner of the Southwest 1/4, said Section 21; thence South 00°-31'-27" East along the West line of said Southwest 1/4, a distance of 456.82 feet; thence North 89°-28'-33" East, a distance of 170.85 feet more or less to the point of beginning of the approximate location of the portion of lands zoned C-1 (Conservancy District) as scaled from the City of Franklin GIS Property Viewer; thence Northeasterly 75 feet on a curve to the right, having a radius of 89 feet, the chord of said curve bears North 69°-22'-39" East, a chord distance of 73 feet; thence Southeasterly 75 feet on a curve to the right, having a radius of 159 feet, the chord of said curve bears South 72°-51'-30" East, a chord distance of 74 feet; thence Southeasterly 37 feet on a curve to the right, having a radius of 48 feet, the chord of said curve bears South 24°-41'-25" East, a chord distance of 36 feet; thence Southeasterly 50 feet on a curve to the left, having a radius of 80 feet, the chord of said curve bears South 14°-04'-16" East, a chord distance of 50 feet; thence Southeasterly 48 feet on a curve to the left, having a radius of 71 feet, the chord of said curve bears South 57°-04'-43" East, a chord distance of 48 feet; thence Southeasterly 62 feet on a curve to the right, having a radius of 57 feet, the chord of said curve bears South 45°-35'-19" East, a chord distance of 59 feet; thence Southeasterly 41 feet on a curve to the left, having a radius of 51 feet, the chord of said curve bears South 29°-54'-23" East, a chord distance of 40 feet; thence Southeasterly 50 feet on a curve to the right, having a radius of 50 feet, the chord of said curve bears South 30°-29'-19" East, a chord distance of 48 feet; thence South 01°-10'-18" East, a distance of 94 feet; thence Southwesterly 41 feet on a curve to the right, having a radius of 34 feet, the chord of said curve bears South 37°-42'-13" West, a chord distance of 39 feet; thence South 88°-13'-01" West, a distance of 83 feet; thence Northwesterly 93 feet on a curve to the right, having a radius of 421 feet, the chord of said curve bears North 80°-22'-03" West, a chord distance of 93 feet; thence North 45°-09'-20" West, a distance of 81 feet; thence North 29°-20'-32" West, a distance of 127 feet; thence Northwesterly 84 feet on a curve to the right, having a radius of 90 feet, the chord of said curve bears North 10°-29'-56" West, a chord distance of 81 feet; thence Northeasterly 93 feet on a curve to the right, having a radius of 259 feet, the chord of said curve bears North 22°-54'-53" East, a chord distance of 93 feet to the point of beginning (approximately 1.94 acres). Tax Key No. 886-9987-000.

SECTION 2: The terms and provisions of this ordinance are severable. Should any

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

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of December 5, 2019

Rezoning.

RECOMMENDATION: City Development Staff recommends approval of the Rezoning application submitted by Matt Talbot Recovery Services Inc.

Project Name:	Matt Talbot Rezoning
Project Location:	9132 S. 92 nd Street/Tax Key # 886 9987 000
Property Owner:	Matt Talbot Recovery Services Inc.
Applicant:	Matt Talbot Recovery Services Inc.
Agent:	Lisa Kleiner Wood, Davis & Kuelthau, s.c.
Current Zoning:	R-3 Suburban/Estate Single-Family Residence District, C-1 Conservancy District.
Proposed Zoning:	R-3 Suburban/Estate Single-Family Residence District.
2025 Comprehensive Plan:	Area of Natural Resource Features
Use of Surrounding Properties:	Residential, Institutional and Areas of Natural Resource Features
Applicant's Action Requested:	Recommendation of approval of Rezoning from C-1 to R-3

Introduction/Analysis

On August 7, 2019, the applicant filed an application for a Rezoning of a portion of a property located at 9132 S. 92nd Street, approximately 84,700 square feet. The rezoning request is to amend the City's Zoning Map from C-1 Conservancy District to R-3 Suburban/Estate Single-Family Residence District.

This application is sought to comply with condition no. 8 of Resolution 2019-7498, which approved a 2 lot Certified Survey Map (CSM). The condition states as follows, "The applicant shall apply for a Rezoning from the City to remove the existing C-1 Conservancy District. If said rezoning is approved, the applicant shall revise and record the Certified Survey Map according to City procedures and requirements."

It can be noted that the C-1 zoning text had been removed from the City's Unified Development Ordinance a number of years ago, in part because the data the C-1 zoning district boundaries were based upon had become inaccurate. However, the City's zoning map had not been revised at that time. Therefore, it has become common practice for the City to require rezoning to remove the C-1 district from the City's zoning map when a new project with more accurate information becomes available.

In this regard, the area to be rezoned is subject to a conservation easement per Document #10558809 recorded with the Milwaukee County Register of Deeds on 4/27/2016, which

accurately depicts the subject wetlands and associated setbacks and buffers. The applicant is not proposing to develop this area within conservation easements.

Comprehensive Master Plan Consistency

As noted, the City of Franklin 2025 Comprehensive Master Plan (CMP) identifies the subject properties as ‘Areas of Natural Resource Features.’

Given the applicant is not proposing any development in the area to be rezoned, it can be noted that the proposed amendment to change the current zoning for the property to Residential is consistent with the following goals and objectives set forth within the Comprehensive Master Plan, which can be found in Chapter 2 Issues & Opportunities:

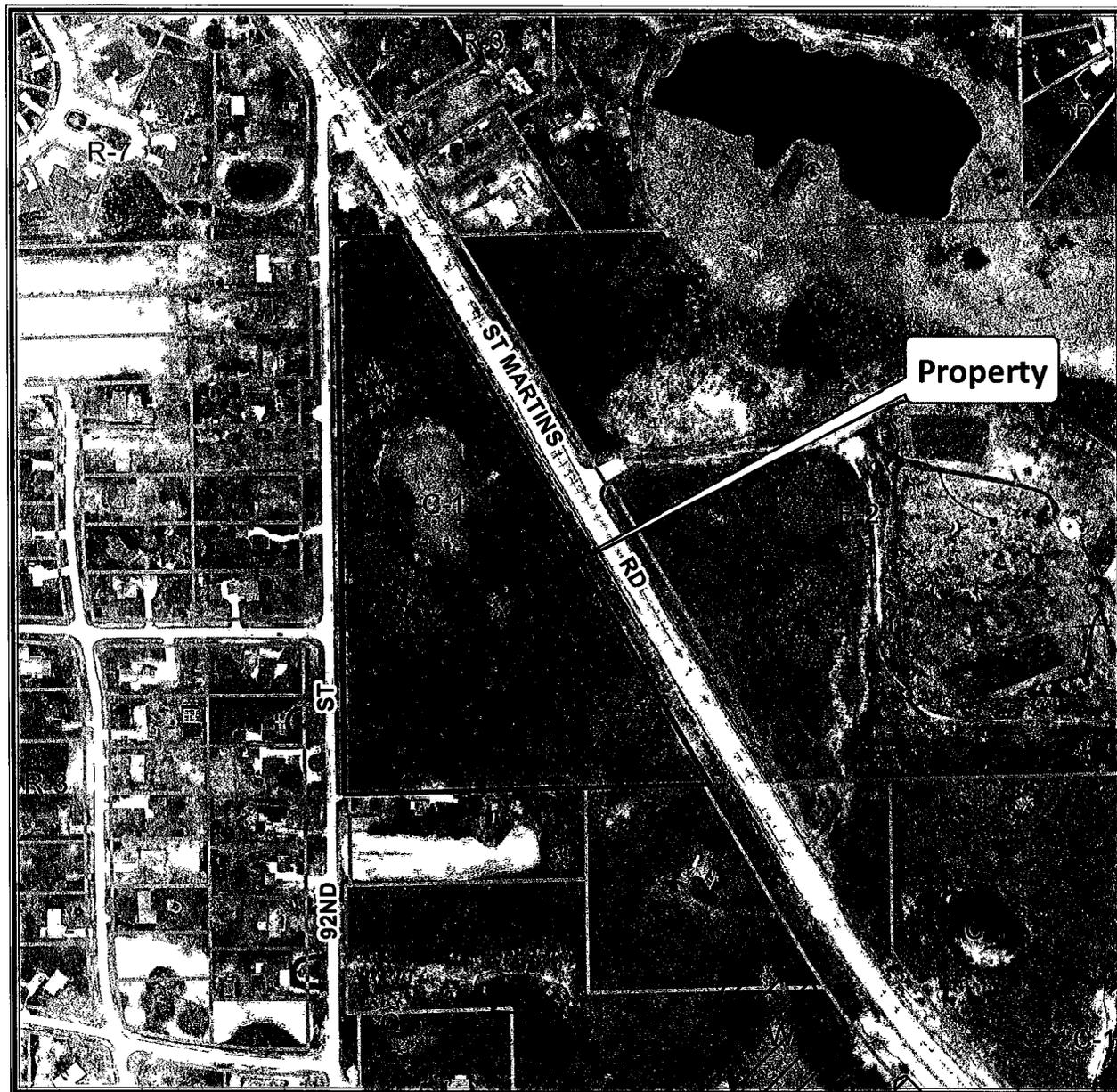
- *#1. Preserve and enhance the City’s community character, including individual planning area identities, while directing growth and development. (see Chapter 2).*
 - *Protect the City’s remaining natural resource features.*
Staff comment: The area to be rezoned is protected in perpetuity by a recorded conservation easement (#10558809) and the applicant is not proposing to develop this area.

- *#2. Protect environmental resources. (see Chapter 3)*
 - *Discourage incompatible development and alteration of floodplains, lakes, rivers and streams, wetlands, shorelands, steep slopes, and woodland areas so as to preserve the integrity of these resources and to promote the ecological value of these assets, and to minimize adverse impacts upon adjacent properties.*
Staff comment: The existing wetlands on the property will not be impacted with this rezoning application.

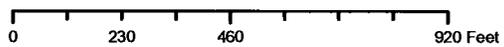
Recommendation:

A motion recommending approval of the proposed Rezoning as requested by Matt Talbot Recovery Services Inc.

9132 S. 92nd Street
TKN: 886 9987 000



Planning Department
(414) 425-4024

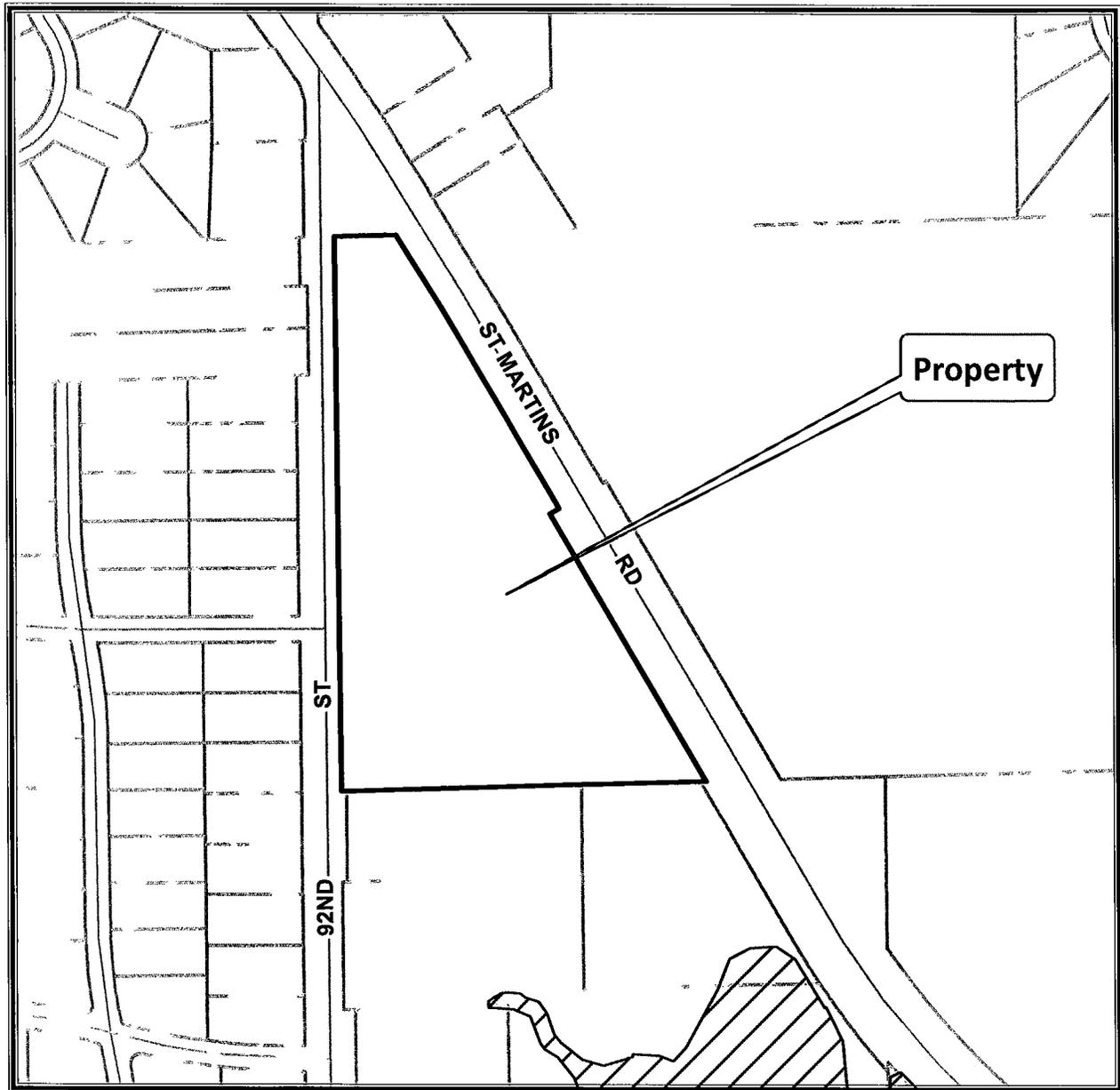


2017 Aerial Photo

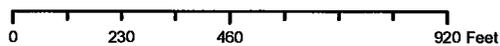
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering or surveying purposes.



9132 S. 92nd Street
TKN: 886 9987 000



Planning Department
(414) 425-4024



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.

MEMORANDUM

Date: September 30, 2019
To: Matt Talbot Recovery Services Inc.
From: City of Franklin, Department of City Development
RE: Rezoning application (9132 S. 92nd Street)

Please be advised that the Department of City Development has reviewed the above application. Staff comments are as follows for the Rezoning application submitted by Matt Talbot Recovery Services Inc., represented by Lisa Kleiner Wood, date stamped by the City of Franklin on August 7, 2019.

Unified Development Ordinance (UDO) requirements

1. Per UDO §15-9.0200(C), “the petitioner shall provide a complete legal description of the property for which for which a change in zoning is requested”. Please provide legal description for the area to be rezoned.
2. Is the area to be rezoned approximately 84,700 square feet? Please confirm this area in the project summary and legal description.
3. Per Section 15-9.0203 of the Unified Development Ordinance, please provide the following information related to the proposed rezoning:
 - a. Tax key numbers, names, and addresses of all property owners of all properties lying within 200 feet of the area proposed to be rezoned.
 - b. Plot Plan Required. Plot plan drawn to a reasonable scale and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned.

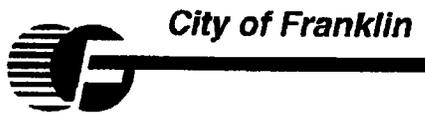
Resolution 2019-7498 requirements

4. It is noted that per Resolution 2019-7498 (condition No. 8), if this rezoning is approved, the applicant shall revise and record the Certified Survey Map according to City procedures and requirements.
5. Please be aware of the 9 conditions of Resolution 2019-7498.

Engineering Department Comments

6. “We have no issue regarding the proposed rezoning. We are just concerned about the wetlands within the conservancy easements that they are trying to eliminate as shown on their proposal. Are they all zoned C-1? Please see below zoning map, showing the area C-1. Is this the area that they are trying to rezone?”
7. “We would like to discuss the water issue and ensure that all previous Common Council directives are adequately addressed”.

Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
 Email: generalplanning@franklinwi.gov



Phone (414) 425-4024
 Fax: (414) 427-7691
 Web Site: www.franklinwi.gov

Date of Application: _____

REZONING APPLICATION

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

<p>Applicant (Full Legal Name(s)): Name: _____ Company: <u>Matt Talbot Recovery Services, Inc.</u> Mailing Address: <u>4650 South Howell Ave</u> City / State: <u>Milwaukee, WI</u> Zip: <u>53207</u> Phone: _____ Email Address: <u>karl@ghpwi.com</u></p> <p>Project Property Information: Property Address: <u>9132 S 92nd Street</u> Property Owner(s): <u>Matt Talbot Recovery Services, Inc</u> Mailing Address: <u>4650 South Howell Ave</u> City / State: <u>Milwaukee, WI</u> Zip: <u>53207</u> Email Address: <u>karl@ghpwi.com</u></p>	<p>Applicant is Represented by: (contact person)(Full Legal Name(s)) Name: <u>Lisa Wood</u> Company: <u>Davis & Kuelthau, s.c.</u> Mailing Address: <u>111 E. Kilbourn Avenue, Suite 1400</u> City / State: <u>Milwaukee, WI</u> Zip: <u>53202</u> Phone: <u>414-225-1416</u> Email Address: <u>lwood@dkattorneys.com</u></p> <p>Tax Key Nos: <u>886-9987-000</u></p> <p>Existing Zoning: <u>RX C-1</u> Existing Use: <u>Residential</u> Proposed Use: <u>conservation easement area to be rezoned to C-X**</u> CMP Land Use Identification: _____</p>
--	--

**C-1 zoning to be rezoned to R-3 The C-1 area remains subject to the conservation easement and therefore, cannot be developed
 *The 2025 Comprehensive Master Plan Future Land Use Map is available at: <http://www.franklinwi.gov/Home/Resources/Documents/Maps.htm>

Rezoning submittals for review must include and be accompanied by the following:

- This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted.
- Application Filing Fee, payable to City of Franklin: \$1,250 \$350 (One Parcel Residential)
- Legal Description for the subject property (WORD.doc or compatible format)
- Seven (7) complete collated sets of Application materials to include.
 - One (1) original and six (6) copies of a written Project Summary, including a general description of the proposed development of the property, proposal's intent, impacts, and consistency with the Comprehensive Master Plan.
 - Seven (7) folded copies of a Plot Plan, or Site Plan, drawn to a reasonable scale (at least 11"x17" or as determined by the City Planner or City Engineer) and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned.
- Email (or CD ROM) with all plans/submittal materials.
- Additional information as may be required

- Additional notice to and approval required for amendments or rezoning in the FW, FC, FFO, and SW Districts.
- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
- Requires a Class II Public Hearing notice at Plan Commission.
- Rezoning requests require Plan Commission review and recommendation and Common Council approval.

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

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

 Signature - Property Owner
KARL RAJANI, PRESIDENT
 Name & Title (PRINT)
 Date: 5/28/19

 Signature - Applicant
KARL RAJANI, PRESIDENT
 Name & Title (PRINT)
 Date: 5/28/19

 Signature - Property Owner
 Name & Title (PRINT)
 Date: _____

 Signature - Applicant's Representative
 Name & Title (PRINT)
 Date: _____

ATTACHMENT TO REZONING APPLICATION AND COMMENTS TO STAFF MEMO

In response to the staff memo, please see the comments below:

1. Per UDO §15-9.0200(C), “the petitioner shall provide a complete legal description of the property for which for which a change in zoning is requested”. Please provide legal description for the area to be rezoned.

The legal description is as follows:

Part of the Northwest 1/4 of the Southwest 1/4 of Section 21, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being approximately described as follows:

Commencing at the Northwest corner of the Southwest 1/4, said Section 21; thence South 00°-31'-27" East along the West line of said Southwest 1/4, a distance of 456.82 feet; thence North 89°-28'-33" East, a distance of 170.85 feet more or less to the point of beginning of the approximate location of the portion of lands zoned C-1 (Conservancy District) as scaled from the City of Franklin GIS Property Viewer; thence Northeasterly 75 feet on a curve to the right, having a radius of 89 feet, the chord of said curve bears North 69°-22'-39" East, a chord distance of 73 feet; thence Southeasterly 75 feet on a curve to the right, having a radius of 159 feet, the chord of said curve bears South 72°-51'-30" East, a chord distance of 74 feet; thence Southeasterly 37 feet on a curve to the right, having a radius of 48 feet, the chord of said curve bears South 24°-41'-25" East, a chord distance of 36 feet; thence Southeasterly 50 feet on a curve to the left, having a radius of 80 feet, the chord of said curve bears South 14°-04'-16" East, a chord distance of 50 feet; thence Southeasterly 48 feet on a curve to the left, having a radius of 71 feet, the chord of said curve bears South 57°-04'-43" East, a chord distance of 48 feet; thence Southeasterly 62 feet on a curve to the right, having a radius of 57 feet, the chord of said curve bears South 45°-35'-19" East, a chord distance of 59 feet; thence Southeasterly 41 feet on a curve to the left, having a radius of 51 feet, the chord of said curve bears South 29°-54'-23" East, a chord distance of 40 feet; thence Southeasterly 50 feet on a curve to the right, having a radius of 50 feet, the chord of said curve bears South 30°-29'-19" East, a chord distance of 48 feet; thence South 01°-10'-18" East, a distance of 94 feet; thence Southwesterly 41 feet on a curve to the right, having a radius of 34 feet, the chord of said curve bears South 37°-42'-13" West, a chord distance of 39 feet; thence South 88°-13'-01" West, a distance of 83 feet; thence Northwesterly 93 feet on a curve to the right, having a radius of 421 feet, the chord of said curve bears North 80°-22'-03" West, a chord distance of 93 feet; thence North 45°-09'-20" West, a distance of 81 feet; thence North 29°-20'-32" West, a distance of 127 feet; thence Northwesterly 84 feet on a curve to the right, having a radius of 90 feet, the chord of said curve bears North 10°-29'-56" West, a chord distance of 81 feet; thence Northeasterly 93 feet on a curve to the right, having a radius of 259 feet, the chord of said curve bears North 22°-54'-53" East, a chord distance of 93 feet to the point of beginning.

2. Is the area to be rezoned approximately 84,700 square feet? Please confirm this area in the project summary and legal description.

The approximate area of the property to be rezoned is 84,700 square feet. There is no project summary as the property is subject to a conservation easement and therefore, the land must remain as is. The rezoning is only being requested at the direction of the City of Franklin as the City has eliminated the C-1 zoning currently assigned to a portion of the property and has requested that the C-1 portion of the property be rezoned to R-3 (the zoning of the surrounding property). The property will remain subject to the conservation easement.

- 3 Per Section 15-9 0203 of the Unified Development Ordinance, please provide the following information related to the proposed rezoning
 - a Tax key numbers, names, and addresses of all property owners of all properties lying within 200 feet of the area proposed to be rezoned

The following properties are located within 200 feet of the area to be rezoned:

9147 S. 92nd Street (tax Key No 887-0001-000), owner: Thomas M. and Anne M. Hareng, 9147 S. 92nd Street, Franklin, WI 53132

9161 S. 92nd Street (tax Key No 887-0002-000), owner: Thomas M. and Anne M. Hareng, 9147 S. 92nd Street, Franklin, WI 53132

S. 92nd Street (tax Key No 887-0003-000) – vacant land – no address, owner: Paul J. and Christy M. Flees, 3083 Jodi Lane, Palm Harbor, FL 34684

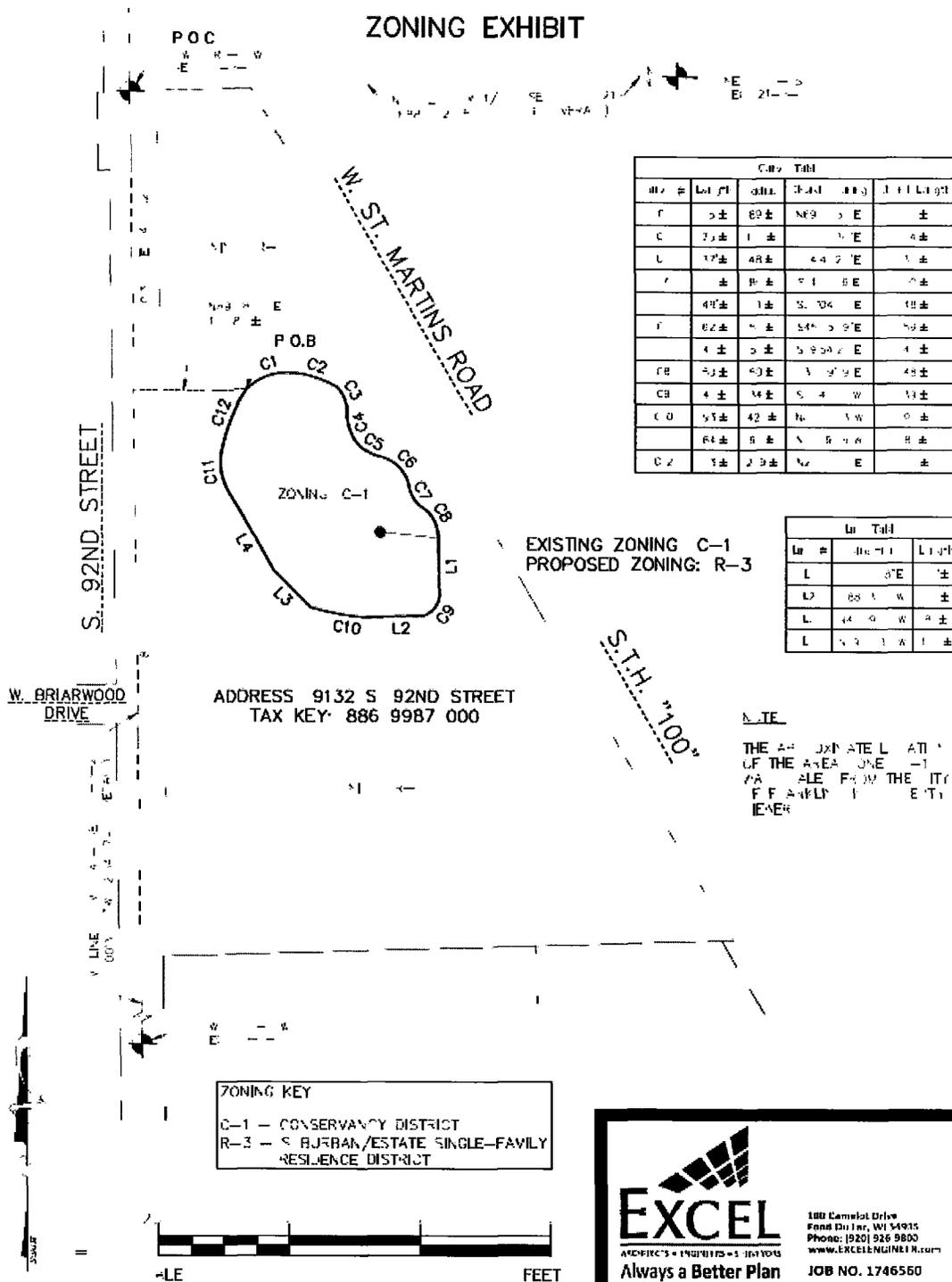
9205 S. 92nd Street (tax Key No 887-0004-000), owner: Lucy Flees, 9205 S. 92nd Street, Franklin, WI 53132

- b. Plot Plan Required Plot plan drawn to a reasonable scale and fully dimensioned showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned

The surrounding properties to the west, north and south are zoned R-3. The property to the east is zoned B-3, but is in excess of 200 feet from the area to be rezoned. The properties to the west, north and south are residential use.

SEE PLAN ON NEXT PAGE

ZONING EXHIBIT



City Table					
Lot #	Lot Area	Area	Area	Area	Area
1	1.2 ±	80 ±	80 ±	80 ±	80 ±
2	1.2 ±	80 ±	80 ±	80 ±	80 ±
3	1.2 ±	80 ±	80 ±	80 ±	80 ±
4	1.2 ±	80 ±	80 ±	80 ±	80 ±
5	1.2 ±	80 ±	80 ±	80 ±	80 ±
6	1.2 ±	80 ±	80 ±	80 ±	80 ±
7	1.2 ±	80 ±	80 ±	80 ±	80 ±
8	1.2 ±	80 ±	80 ±	80 ±	80 ±
9	1.2 ±	80 ±	80 ±	80 ±	80 ±
10	1.2 ±	80 ±	80 ±	80 ±	80 ±
11	1.2 ±	80 ±	80 ±	80 ±	80 ±

EXISTING ZONING: C-1
PROPOSED ZONING: R-3

Lot Table		
Lot #	Area	Area
1	80 ±	80 ±
2	80 ±	80 ±
3	80 ±	80 ±
4	80 ±	80 ±

ZONING KEY
 C-1 - CONSERVANCY DISTRICT
 R-3 - SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT

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 Fond Du Lac, WI 54915
 Phone: (920) 926-9800
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JOB NO. 1746560

Engineering Department Comments

- 6 "We have no issue regarding the proposed rezoning. We are just concerned about the wetlands within the conservancy easements that they are trying to eliminate as shown on their proposal. Are they all zoned C-1? Please see below zoning map, showing the area C-1. Is this the area that they are trying to rezone?"

The area is being rezoned pursuant to the city's requirements. The conservation easement will remain in full force and effect which easement prohibits any alteration of the wetlands. The owner is not trying to eliminate the wetlands.

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

BACKGROUND

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

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

ANALYSIS

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

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

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

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

OPTIONS

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

FISCAL NOTE

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

RECOMMENDATIONS

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

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

A RESOLUTION TO AWARD THE S. 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS PROJECT TO THE WANASAK CORPORATION FOR \$298,430.00

WHEREAS, the City of Franklin advertised and solicited bids for the S. 68th Street Vertical Alignment Improvements project; and

WHEREAS, the low bidder was The Wanasak Corporation, with a unit price bid of \$298,430.00; and

WHEREAS, DPW expenses and overruns are budgeted at 10% of the expenses; and

WHEREAS, The Wanasak Corporation is a qualified public works contractor; and

WHEREAS, it is in the best interest of the City as recommended by the City's staff to award the contract in the amount of \$298,430.00 to The Wanasak Corporation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that The Wanasak Corporation be awarded the contract for the S. 68th Street Vertical Alignment Improvements project; and

BE IT FURTHER RESOLVED that \$30,000 of the Capital Improvement Contingency Fund be reserved for this project; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with The Wanasak Corporation 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 _____

BID SUMMARY
S. 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS
CITY OF FRANKLIN- DECEMBER 26, 2019

Item Number	Item Description	Quantity	Unit	Engineers Opinion		Wanasak		Musson Bros		AW Oakes	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
201.0105	Clearing	5	STA	\$ 550.55	\$ 2,752.75	\$ 370.00	\$ 1,850.00	\$ 1.00	\$ 5.00	\$ 750.00	\$ 3,750.00
201.0205	Grubbing	5	STA	\$ 470.37	\$ 2,351.85	\$ 370.00	\$ 1,850.00	\$ 1.00	\$ 5.00	\$ 500.00	\$ 2,500.00
203.0100	Removing Small Pipe Culverts	7	EACH	\$ 380.51	\$ 2,663.57	\$ 305.00	\$ 2,135.00	\$ 397.66	\$ 2,783.62	\$ 500.00	\$ 3,500.00
204.0100	Removing Pavement	273	SY	\$ 25.00	\$ 6,825.00	\$ 8.00	\$ 2,184.00	\$ 9.58	\$ 2,615.34	\$ 15.00	\$ 4,095.00
204.0115	Removing Asphaltic Surface Burt Joints	500	SY	\$ 23.00	\$ 11,500.00	\$ 6.00	\$ 3,000.00	\$ 15.00	\$ 7,500.00	\$ 14.85	\$ 7,425.00
213.0100	Finishing Roadway	1	EACH	\$ 1,000.00	\$ 1,000.00	\$ 2,399.00	\$ 2,399.00	\$ 2,374.59	\$ 2,371.59	\$ 1,800.00	\$ 1,800.00
305.0110	Base Aggregate Dense 3/4-Inch	43	TON	\$ 39.35	\$ 1,692.05	\$ 80.00	\$ 3,440.00	\$ 44.39	\$ 1,908.77	\$ 150.00	\$ 6,450.00
305.0120	Base Aggregate Dense 1 1/4-Inch	1075	TON	\$ 17.20	\$ 18,490.00	\$ 22.00	\$ 23,650.00	\$ 23.25	\$ 24,993.75	\$ 23.85	\$ 25,638.75
305.0130	Base Aggregate Dense 3-Inch	319	TON	\$ 22.73	\$ 7,250.87	\$ 22.00	\$ 7,018.00	\$ 20.50	\$ 6,539.50	\$ 24.50	\$ 7,815.50
416.0170	Concrete Driveway 7-Inch	273	SY	\$ 48.23	\$ 13,166.79	\$ 67.00	\$ 18,291.00	\$ 61.82	\$ 16,876.86	\$ 68.00	\$ 18,564.00
455.0605	Tack Coat	211	GAL	\$ 4.50	\$ 949.50	\$ 3.00	\$ 633.00	\$ 2.50	\$ 527.50	\$ 2.75	\$ 580.25
460.5223	HMA Pavement 3 LT 58-28 S	472	TON	\$ 81.13	\$ 38,293.36	\$ 90.00	\$ 42,480.00	\$ 79.00	\$ 37,288.00	\$ 87.00	\$ 41,064.00
460.5225	HMA Pavement 5 LT 58-28 S	328	TON	\$ 85.11	\$ 27,916.08	\$ 90.00	\$ 29,520.00	\$ 84.00	\$ 27,552.00	\$ 92.00	\$ 30,176.00
465.0120	Asphaltic Surface Driveways and Field Entrances	31	TON	\$ 85.11	\$ 2,638.41	\$ 136.00	\$ 4,281.60	\$ 225.00	\$ 7,012.50	\$ 275.00	\$ 9,075.00
465.0315	Asphaltic Flumes	18	SY	\$ 66.35	\$ 1,194.30	\$ 34.00	\$ 612.00	\$ 150.00	\$ 2,700.00	\$ 200.00	\$ 3,600.00
521.1012	Apron Endwalls for Culvert Pipe Steel 12-Inch	8	EACH	\$ 200.00	\$ 1,600.00	\$ 145.00	\$ 1,160.00	\$ 336.33	\$ 2,690.64	\$ 650.00	\$ 5,200.00
521.3112	Culvert Pipe Corrugated Steel 12-Inch	89	LF	\$ 50.00	\$ 4,450.00	\$ 55.00	\$ 4,895.00	\$ 48.14	\$ 4,284.46	\$ 95.00	\$ 8,455.00
522.1012	Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1	EACH	\$ 873.03	\$ 873.03	\$ 745.00	\$ 745.00	\$ 1,181.13	\$ 1,181.13	\$ 950.00	\$ 950.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	420	LF	\$ 24.02	\$ 10,088.40	\$ 40.00	\$ 16,800.00	\$ 31.54	\$ 13,246.80	\$ 27.00	\$ 11,340.00
608.0412	Storm Sewer Pipe Reinforced Concrete Class IV 12 Inch	91	LF	\$ 62.09	\$ 5,650.19	\$ 80.00	\$ 7,280.00	\$ 94.49	\$ 8,598.59	\$ 115.00	\$ 10,465.00
611.1003	Inlets 3-FT Diameter	2	EACH	\$ 1,304.33	\$ 2,608.66	\$ 1,800.00	\$ 3,600.00	\$ 1,546.45	\$ 3,092.90	\$ 1,450.00	\$ 2,900.00
619.1000	Mobilization	1	EACH	\$ 25,000.00	\$ 25,000.00	\$ 12,430.00	\$ 12,430.00	\$ 29,571.72	\$ 29,571.72	\$ 34,500.00	\$ 34,500.00
624.0100	Water	101	MGAL	\$ 42.56	\$ 4,298.56	\$ 30.00	\$ 3,030.00	\$ 31.42	\$ 3,173.42	\$ 55.00	\$ 5,555.00
625.0500	Salvaged Topsoil	656	SY	\$ 3.47	\$ 2,276.32	\$ 9.00	\$ 5,904.00	\$ 10.05	\$ 6,592.80	\$ 13.00	\$ 8,528.00
628.1504	Silt Fence	280	LF	\$ 2.88	\$ 806.40	\$ 3.50	\$ 980.00	\$ 3.03	\$ 848.40	\$ 3.00	\$ 840.00
628.1903	Mobilizations Erosion Control	1	EACH	\$ 300.00	\$ 300.00	\$ 535.00	\$ 535.00	\$ 505.00	\$ 505.00	\$ 350.00	\$ 350.00
628.1910	Mobilizations Emergency Erosion Control	1	EACH	\$ 300.00	\$ 300.00	\$ 590.00	\$ 590.00	\$ 555.50	\$ 555.50	\$ 350.00	\$ 350.00
628.7504	Temporary Ditch Checks	32	LF	\$ 10.00	\$ 320.00	\$ 11.00	\$ 352.00	\$ 10.10	\$ 323.20	\$ 35.00	\$ 1,120.00
628.7555	Culvert Pipe Checks	8	EACH	\$ 32.14	\$ 257.12	\$ 80.00	\$ 640.00	\$ 75.75	\$ 606.00	\$ 350.00	\$ 2,800.00
628.7560	Tracking Pad	2	EACH	\$ 1,750.00	\$ 3,500.00	\$ 2,690.00	\$ 5,380.00	\$ 769.16	\$ 1,538.32	\$ 100.00	\$ 200.00
629.0210	Fertilizer Type 8	0	CWT	\$ 429.77	\$ 171.91	\$ 535.00	\$ 214.00	\$ 505.00	\$ 202.00	\$ 200.00	\$ 80.00
631.0300	Sod Water	15	MGAL	\$ 42.56	\$ 638.40	\$ 60.00	\$ 900.00	\$ 55.55	\$ 833.25	\$ 75.00	\$ 1,125.00
631.1000	Sod Lawn	656	SY	\$ 6.79	\$ 4,454.24	\$ 8.00	\$ 5,248.00	\$ 7.58	\$ 4,972.48	\$ 10.00	\$ 6,560.00
643.0420	Traffic Control Barricades Type III	510	DAY	\$ 1.33	\$ 678.30	\$ 1.25	\$ 637.50	\$ 1.20	\$ 612.00	\$ 2.00	\$ 1,020.00
643.0705	Traffic Control Warning Lights Type A	1020	DAY	\$ 0.23	\$ 234.60	\$ 0.50	\$ 510.00	\$ 0.50	\$ 510.00	\$ 0.50	\$ 510.00
643.0900	Traffic Control Signs	930	DAY	\$ 0.84	\$ 781.20	\$ 0.75	\$ 697.50	\$ 0.65	\$ 604.50	\$ 1.50	\$ 1,395.00
643.1000	Traffic Control Signs Fixed Message	24	5F	\$ 37.18	\$ 892.32	\$ 27.00	\$ 648.00	\$ 25.00	\$ 600.00	\$ 35.00	\$ 840.00
643.5000	Traffic Control SR	1	EACH	\$ 3,657.00	\$ 3,657.00	\$ 5,140.00	\$ 5,140.00	\$ 4,850.00	\$ 4,850.00	\$ 7,400.00	\$ 7,400.00
645.0220	Geogrid Type SR	400	SY	\$ 3.50	\$ 1,400.00	\$ 2.50	\$ 1,000.00	\$ 2.79	\$ 1,116.00	\$ 8.00	\$ 3,200.00
690.0150	Sawing Asphalt	240	LF	\$ 2.10	\$ 504.00	\$ 1.75	\$ 420.00	\$ 1.55	\$ 372.00	\$ 3.00	\$ 720.00
690.0250	Sawing Concrete	116	LF	\$ 3.14	\$ 364.24	\$ 2.75	\$ 319.00	\$ 2.25	\$ 261.00	\$ 4.00	\$ 464.00
SPV.0035.01	Excavation Below Subgrade	145	CY	\$ 27.23	\$ 3,948.35	\$ 28.00	\$ 4,060.00	\$ 22.06	\$ 3,198.70	\$ 38.00	\$ 5,510.00

BID SUMMARY
 S 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS
 CITY OF FRANKLIN- DECEMBER 26, 2019

Item Number	Item Description	Quantity	Unit	Engineers Opinion		Wanasak		Musson Bros		AW Oakes	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SPV.0060.05	Inlet Cover Neenah R 2564	2	EACH	\$ 760.52	\$ 1,521.04	\$ 955.00	\$ 1,910.00	\$ 1,019.91	\$ 2,039.82	\$ 1,200.00	\$ 2,400.00
SPV.0105.01	Excavation and Grading	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 43,400.00	\$ 43,400.00	\$ 47,000.03	\$ 47,000.03	\$ 94,328.00	\$ 94,328.00
SPV.0105.02	Construction Staking	1	LS	\$ 6,002.00	\$ 6,002.00	\$ 4,350.00	\$ 4,350.00	\$ 3,750.00	\$ 3,750.00	\$ 9,200.00	\$ 9,200.00
SPV.0105.03	Mailboxes	1	LS	\$ 3,200.00	\$ 3,200.00	\$ 4,280.00	\$ 4,280.00	\$ 4,040.00	\$ 4,040.00	\$ 1,800.00	\$ 1,800.00
	Category Total				\$259,631.03		\$ 281,605.00		\$ 292,862.59		\$ 396,138.50
WATER MAIN & SANITARY SEWER											
612.0902.5	Insulation Board Polystyrene, 2-Inch	50	SY	\$ 30.00	\$ 1,500.00	\$ 65.00	\$ 3,250.00	\$ 18.72	\$ 936.00	\$ 8.00	\$ 400.00
SPV.0060.01	Reconstructing Sanitary Manhole	1	EACH	\$ 1,300.00	\$ 1,300.00	\$ 2,860.00	\$ 2,860.00	\$ 3,215.52	\$ 3,215.52	\$ 2,850.00	\$ 2,850.00
SPV.0060.02	Adjusting Sanitary Manhole	2	EACH	\$ 500.00	\$ 1,000.00	\$ 1,825.00	\$ 3,650.00	\$ 973.03	\$ 1,946.06	\$ 1,150.00	\$ 2,300.00
SPV.0060.03	Adjusting Water Valve Boxes	8	EACH	\$ 200.00	\$ 1,600.00	\$ 570.00	\$ 4,560.00	\$ 385.00	\$ 3,080.00	\$ 350.00	\$ 2,800.00
SPV.0060.04	Manhole Cover Neenah R-1661	3	EACH	\$ 500.00	\$ 1,500.00	\$ 835.00	\$ 2,505.00	\$ 846.73	\$ 2,540.19	\$ 950.00	\$ 2,850.00
	Category Total				\$ 6,900.00		\$ 16,825.00		\$ 11,717.77		\$ 11,200.00
PROJECT TOTAL					\$ 266,531.03		\$ 298,430.00		\$ 304,580.36		\$ 407,338.50