

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

CITY OF FRANKLIN  
COMMON COUNCIL MEETING\*  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*\*  
TUESDAY, JUNE 2, 2020 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
  - 1. Citizen Comment Period.
  - 2. Mayoral Announcements:
    - (a) Franklin Emergency Operation Command Staff.
    - (b) Informational Item – Change in the City’s Insurance Services Office (ISO) Public Protection Classification (PPC) Rating from ISO Class 4 to ISO Class 2.
- C. Approval of Minutes:
  - 1. Regular Common Council Meeting of May 19, 2020.
  - 2. Special Common Council Meeting of May 28, 2020.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. Project Updates for Ballpark Commons.
  - 2. Franklin Tourism Commission Update.
  - 3. Request from Noah Grandsard for Approval to Proceed with Tribute to First Responders Eagle Scout Project.
  - 4. A Resolution Conditionally Approving a Land Combination for Tax Key Nos. 739-0120-000 and 739-0037-000 (6932 South Tumblecreek Drive and Outlot 30 of Plat of Outlots 1 Through 5 of Tumblecreek) (Zachary D. Pawlowski and Lauren M. Pawlowski, Applicants).
  - 5. Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin.
  - 6. Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin.
  - 7. A Resolution Conditionally Approving a 2 Lot Certified Survey Map, Being all of Lot 84 in Ryan Meadows, Located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and The Northeast 1/4 of the Southwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin,

8. Milwaukee County, Wisconsin (Mills Hotel Wyoming, LLC, Applicant) (Generally on the East Side of Monarch Drive, South of Chicory Street, Area Commonly Known as Area G). A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Approval of a 2 Lot Certified Survey Map, Being all of Lot 84 in Ryan Meadows (Mills Hotel Wyoming, LLC, Applicant) (Generally on the East Side of Monarch Drive, South of Chicory Street, Area Commonly Known as Area G).
9. Standards, Findings and Decision of the City of Franklin Common Council Upon the Application of Mills Hotel Wyoming, LLC, Applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance.
10. A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Developer of Oakes Estates Subdivision.
11. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Approval of a Final Plat for Oakes Estates Subdivision (at Approximately South 92nd Street and West Woelfel Road) (Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, Applicant).
12. Authorize Ancillary Work to American Transmission Company and Terracon Consultants, Inc. for Projects in Tax Increment District No. 4.
13. A Resolution Declaring the City of Franklin's Official Intent to Reimburse an Expenditure with Proceeds of a Borrowing or Borrowings Authorized by the City in 2020.
14. A Resolution for Change Order No. 1 for the Green Solutions Funding Agreement M03076 (36th Street Biofilter) with the Milwaukee Metropolitan Sewerage District.
15. Report on Expenditures Related to the COVID-19 Public Health Emergency Thru May 27, 2020.
16. Authorizing the City to Execute a Contract for Professional Services with Root-Pike Win for Information and Education Program for Meeting the 2020-2021 Department of Natural Resources Storm Water Permit Requirements for a Not-to-Exceed Fee of \$10,500.
17. A Resolution Authorizing Certain Officials to Execute an Engineering Services Agreement with Wisconsin Department of Transportation for Signal Work at Knollwood Legacy Apartments and S. Lovers Lane.
18. April 2020 Monthly Financial Report.
19. Authorization to Execute a Cooperation Agreement with Milwaukee County for Program Years 2021 Through 2023 for the Community Development Block Grant and HUD HOME Programs.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of June 2, 2020.

I. Bills.

Request for Approval of Vouchers and Payroll.

I. Adjournment.

\*Notice is given that a majority of the Tourism Commission may attend this meeting to gather information about an agenda item over which the Quarry Monitoring Committee has decision-making responsibility. This may constitute a meeting of the Tourism Commission, per State ex rel Badke v Greendale Village Board, even though the Tourism Commission will not take formal action at this meeting.

**Common Council Meeting Agenda**

June 2, 2020

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**\*\*Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website [www.franklinwi.gov](http://www.franklinwi.gov)**

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

**REMINDERS:**

June 4	<b>Plan Commission Meeting</b>	<b>7:00 p.m.</b>
June 16	<b>Common Council Meeting</b>	<b>6:30 p.m.</b>
June 18	<b>Plan Commission Meeting</b>	<b>7:00 pm.</b>

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<p><b>APPROVAL</b></p> <p><i>See</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><i>6/02/2020</i></p>
	<p><b>Informational Item – Change in the City’s Insurance Services Office (ISO) Public Protection Classification (PPC) Rating from ISO Class 4 to ISO Class 2.</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>B. 2. 1</i></p>

The Insurance Services Office (ISO) is an industry agency that assesses municipal fire protection capabilities in order to establish standards to assist insurance companies in regarding underwriting and policy costs. The ISO analysis, which is updated approximately every five years, results in a Public Protection Classification (PPC) Rating of between 1 and 10.

The PPC is based on objective analysis of Fire Department, Water Supply/Distribution, and 911 Dispatch Center capabilities and capacity. A rating of ISO Class 1 is relatively rare, and is more often associated with large, well-established urban fire departments. By contrast, an ISO Class 9 or 10 rating may represent a rural municipality without on-duty fire department staffing, and with little or no water distribution infrastructure.

Franklin was reevaluated in early 2020, resulting in a PPC Rating of ISO Class 2. This is a significant improvement over the previous rating of ISO Class 4, particularly since there had been no firefighting staff added since the previous two evaluations. (Fire company staffing is a major metric of the ISO rating matrix, and the single highest-rated point allowance).

Changes in fire department staffing and deployment resulted in moderate point gains; however it is likely that a better understanding of the robust and dynamic automatic aid agreements with neighboring departments was also a major factor in ISO’s decision.

An PPC rating of ISO Class 1 would only be attainable with significant local staffing increases, or through forming a larger entity by consolidating with other fire departments.

It is important to note that ISO rating is an objective analysis that represents a fire department’s “theoretical” effectiveness based on existing equipment, personnel, pumping capacity, and available water supply; and that a fire department could potentially perform above the expectation of a lower ISO rating through disciplined use of aggressive fire control tactics.

The complete report will be made available on the Fire Department page of the City’s website.

**COUNCIL ACTION REQUESTED**

**Informational Only**



1000 Bishops Gate Blvd. Ste 300  
Mt Laurel, NJ 08054-5404

t1 800 444 4554 Opt 2  
f1 800 777 3929

May 25, 2020

Mr. Stephen Olson, Mayor  
Franklin  
9229 W. Loomis Road  
Franklin, Wisconsin, 53132

RE: Franklin, Milwaukee County, Wisconsin  
Public Protection Classification: 02/2X  
Effective Date: September 01, 2020

Dear Mr. Stephen Olson,

We wish to thank you and Chief Adam Remington for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision-making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things – the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9."
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B."

- Communities graded with single “9” or “8B” classifications will remain intact.
- Properties over 5 road miles from a recognized fire station would receive a class 10.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

*Alex Shubert*

Alex Shubert  
Manager -National Processing Center

cc: Mr. Mike Roberts, Water Superintendent, Franklin Water Department  
Ms. Cindy Manke, Communications Supervisor, Franklin Communications Center  
Chief Adam Remington, Chief, Franklin Fire Department

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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
MAY 19, 2020  
MINUTES

ROLL CALL

A. The regular meeting of the Common Council was held on May 19, 2020 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber arrived at 6:53 p.m. (by telephone), and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, Director of Information Technology James Matelski, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

CITIZEN COMMENT

B.1. Citizen comment period was opened at 6:32 p.m. and closed at 7:12 p.m.

COVID-19 UPDATE

B.2. An update was provided by Health Officer Courtney Day relating to the Coronavirus Disease (COVID-19).

MINUTES  
MAY 5, 2020

C. Alderman Dandrea moved to approve the minutes of the regular Common Council meeting of May 5, 2020 as presented at this meeting. Seconded by Alderman Nelson. All voted Aye; motion carried.

APPOINTMENT OF  
PLANNING MANAGER

G.1. Alderman Dandrea moved to confirm the appointment of Heath Robert Eddy as Planning Manager for the City of Franklin, effective June 22, 2020. Seconded by Alderwoman Hanneman. All voted, Aye; motion carried.

BD. AND COMM.  
APPOINTMENTS

- E. Alderman Nelson moved to confirm the following Mayoral Appointments:
1. Donald Nierode, 9203 S. 44th St., Ald. Dist. 4, Architectural Board (3 year term expiring 4/30/23).
  2. David Cieszynski, 11411 W. Woods Rd., Ald. Dist. 6, Architectural Board (3 year term expiring 4/30/23).
  3. Annemarie Vitas-Oklobdzija, 8631 W. Forest Hill Ave., Ald. Dist. 1, Library Board (3 year term expiring 6/30/23).
  4. Joseph Musolf, 12127 W. Jefferson Terrace, Ald. Dist. 6, Parks Commission (3 year term expiring 4/30/23).
  5. Kevin Haley, 8945 S. 116th St., Ald. Dist. 6, Plan Commission (3 year term expiring 4/30/23).
  6. Adam Burckhardt, 7541 S. 72nd St., Ald. Dist. 5, Plan Commission (1 year term expiring 4/30/21).
  7. Jonathan L. Webster, 4039 W. Cypress Ln., Ald. Dist. 3, Board of Public Works (3 year term expiring 4/30/23).
  8. Kelamar Svoboda, 4928 W. Tumblecreek Dr., Ald. Dist. 3,

- Board of Review (3 year term expiring 4/30/23).
9. Scott Meade, 9420 S. 41st St., Ald. Dist. 4, Technology Commission (3 year term expiring 4/30/23).
  10. Rajiv Surana, 3754 W. Cypress Ln., Ald. Dist. 3, Technology Commission (3 year term expiring 4/30/23).
  11. Steve Rekowski, 7565 S. Mission Dr., Ald. Dist. 2, Board of Zoning and Building Appeals (3 year term expiring 4/30/23).
  12. James Cieslak, 7568 S. 74th St., Ald. Dist. 5, Environmental Commission (3 year term expiring 4/30/23).

Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

Alderman Nelson moved to confirm the following Aldermanic appointments:

13. Alderman Nelson appointment of Doug Milinovich, 9572 W. Prairie Grass Way, Ald. Dist. 6, Board of Review (3 year term expiring 4/30/23).
14. Alderwoman Wilhelm appointment of Dallas Schurg, 7716 S. 51st St., Ald. Dist. 3, Quarry Monitoring Committee (3 year term expiring 5/31/23).
15. Alderwoman Wilhelm appointment of James Luckey, 4925 W. Rawson Ave., Ald. Dist. 3, Board of Review (3 year term expiring 4/30/23).

Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

2019 ANNUAL  
COMPREHENSIVE  
FINANCIAL REPORT

- G.2. Alderman Mayer moved to accept the 2019 Comprehensive Annual Financial Report and Auditor's Reporting and Insights from the 2019 audit to the Common Council for placement on file. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

POLICE DEPT. MOBILE  
DATA COMPUTERS

- G.3. Alderman Nelson moved to approve the purchase of four Mobile Data Computers for the Police Department at a cost of \$13,500. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

AMEND UDO TO  
REZONE LOT 84 (MILLS  
HOTEL WYOMING, LLC,  
APPLICANT)

- G.4. Alderman Nelson moved to deny an Ordinance to Amend the Unified Development Ordinance (Zoning Map), to Rezone Lot 84 of the Approved Final Plan for "Ryan Meadows" Subdivision From M-1 Limited Industrial District (Generally Located on the East Side of Monarch Drive, South of Chicory Street, Area Commonly Known as Area G) (Approximately 24.0541 Acres) (Mills Hotel Wyoming, LLC, Applicant) as it does not promote the health, safety, and welfare of the City and of the Community. Seconded by Alderman Mayer. On roll call, Alderman Mayer, Alderwoman Wilhelm, Alderwoman Hanneman, Alderman Barber, and Alderman Nelson voted Aye; Alderman Dandrea voted No. Motion carried.

CONDITIONAL  
APPROVAL OF 2 LOT  
CSM, LOT 84 (MILLS  
HOTEL WYOMING, LLC,  
APPLICANT)

- G.5. Alderman Nelson moved to deny a Resolution Conditionally Approving a 2 Lot Certified Survey Map (Generally on the East Side of Monarch Drive, South of Chicory Street, Area Commonly Known as Area G) (Mills Hotel Wyoming, LLC, Applicant). Alderman Nelson withdrew his motion.

Alderman Nelson then moved to refer to City Attorney for review with Department of City Development and to return to the Common Council meeting of June 2, 2020, a Resolution Conditionally Approving a 2 Lot Certified Survey Map, Being All of Lot 84 in Ryan Meadows, Located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Generally on the East Side of Monarch Drive, South of Chicory Street, Area Commonly Known as Area G) (Mills Hotel Wyoming, LLC, Applicant). Seconded by Alderwoman Hanneman. On roll call, Alderman Nelson, Alderman Barber, Alderwoman Hanneman, Alderwoman Wilhelm, and Alderman Dandrea voted Aye; Alderman Mayer voted No. Motion carried.

SPECIAL EXCEPTION  
TO NRPP  
(MILLS HOTEL  
WYOMING, LLC,  
APPLICANT)

- G.6. Alderman Nelson moved to deny the Standards, Findings and Decision of the City of Franklin Common Council upon the application of Mills Hotel Wyoming, LLC, applicant, for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderman Mayer. On roll call, following discussion that the application does not meet the reasonable practicable alternatives findings standards, Alderman Mayer, Alderwoman Wilhelm, Alderwoman Hanneman, Alderman Barber, and Alderman Nelson voted Aye; Alderman Dandrea voted No. Motion carried.

CONCEPT REVIEW  
9720 S. 112TH ST.  
KAEREK HOMES, INC.

- G.7. No action was taken on a concept review regarding the proposed single-family residential subdivision with 17 lots to be located at 9720 South 112th Street (Kaerek Homes, Inc., Applicant).

COVID-19  
EXPENDITURES

- G.8. Alderman Dandrea moved to place on file the report on expenditures related to the COVID-19 Public Health Emergency through May 13, 2020. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

SOUTHEAST CONST.,  
LLC CONCRETE WORK  
AT PLEASANT VIEW

- G.9. Alderwoman Wilhelm moved to authorize Southeast Construction, LLC to construct concrete walk and patio at Pleasant View Pavilion (4901 W. Evergreen Street) for \$12,600 from the capital

- PAVILION improvement contingency account, which costs include the impact fee matching funds. Seconded by Alderman Nelson. All voted Aye; motion carried.
- ORD. 2020-2435  
CARRY FORWARD  
UNUSED FUNDS FOR  
POLICE ADMIN  
BUILDING G.10. Alderman Nelson moved to adopt Ordinance No. 2020-2435, AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO PROVIDE \$9,000 OF CARRYFORWARD APPROPRIATIONS FOR BUILDING MAINTENANCE AT THE POLICE ADMINISTRATION BUILDING. Seconded by Alderwoman Wilhelm. On roll call, all voted Aye. Motion carried.
- PROOFPOINT BUSINESS  
PACKAGE EMAIL  
SERVICES G.11. Alderman Mayer moved to authorize the execution of ProofPoint Business Package Email Services as provided through Heartland Business Systems, per Quote 092876, and per the provisions of the Information Technology Services Agreement already in place between the City of Franklin and Heartland Business Systems, with total project costs of \$5,497 which will be funded from 2020 Information Services Operation Outlay Budget (01-0144-5257 Software Maintenance). Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- WAIVE INTEREST AND  
PENALTIES FOR LATE  
PROPERTY TAX  
PAYMENTS G.12. Alderwoman Hanneman moved to schedule a special Common Council meeting on Thursday, May 28, 2020, at 6:30 p.m. with a backup date of May 29, 2020, at 4:00 p.m. for reviewing action of Milwaukee County Board relating to the May 31, 2020 property tax installment due date. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- AGREEMENT WITH  
ASSOC. FINANCIAL  
GROUP, LLC G.13. Alderman Dandrea moved to authorize a Service Agreement with Associated Financial Group, LLC in a 2020 Consulting Relationship for Employee and Retiree Health Insurance Benefits Plan Design and Procuring Insurance Services. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- LICENSES AND  
PERMITS H. Alderman Nelson moved to approve the following license recommendations from the License Committee meeting of May 19, 2020:
- Hold for appearance for the Operators' license applications for Destanie M Evans, 726 Marquette Ave., #2, South Milwaukee; Danielle M Krueger, W1369 County Rd C, Sharon; Margarita Charaim, 421 Kelburn Rd., #214, Deerfield, IL; Paul J Robinson, 4201 S Taylor Ave., Milwaukee; Kristen N Fenninger, 9750 S 31st St.;

Grant 2019-2020 Operator licenses to Sonny S Chahal, 3789 W Cypress Ln.; Vasim S Khudarathullah, 13455 W Fountain Dr., New Berlin; Jasmina Ristic, 7209 S Hillendale Dr.; Mahakpreet Singh, 7325 S 38th St.; Mariya Syed, 7132 S Madison Ct.; Shubh Karman S Tiwana, 9325 S Cobblestone Way, Unit E;

Grant 2019-2020 and 2020-2021 Operator licenses to Katlyn M Wyman, 2250 W College Ave., #1;

Grant 2020-2021 Operator licenses subject to application corrections to: Amy B Balcerzak, 2605 E Emily Ave., Oak Creek; Peggy S Counter, S98 W13259 Loomis Dr., Muskego; Christopher A Ewig, 6626 S 26th St., Oak Creek; Jeremy J Haese, 6818 S 118th St.;

Grant 2020-2021 Operator licenses to: Sierra M Detaeje, 4352 S Kinnickinnic Ave., Cudahy; John J Fenelon, 8000 W Sunbury Ct., Milwaukee; Thomas R Manske, 5459 Olympia Dr., Greendale; Ashley L Sellner, 4945 S Heritage Dr., #102, Greenfield; Samuel K Strait, 6429 S 123rd St.; Carsen J Abraham, 8528 S 68th St.; Jennifer M Aguilar, 2121 W Grant St., Upper, Milwaukee; Sandra A Albert, 10520 S 112th St.; Alexis A Albrecht, 5891 Tower Rd., #3, Greendale; Matthew T Albrecht, S103 W20703 Heather Ln., Muskego; Cathy J Anderson, 8736 S Country Dr., #201, Oak Creek; Danielle J Anderson, W229 S8020 Big Bend Dr., Big Bend; Aimee M Arndt, 2955 W Drexel Ave., #408; Michael J Bartolone, 3842 S Marcy St., Milwaukee; Wendy J Beierle, 9221 S 96th St.; Virginia M Bennett, W140 S9287 Boxhorn Dr., Muskego; Brandon S Bhatti, S90 W12978 Boxhorn Reserve Ct., Muskego; Tanya J Bielinski, 12343 W McShane Rd.; Rick L Boardman, 2112 S 72<sup>nd</sup> St., West Allis; John D Braovac, 1334 S 124th St., Brookfield; Pamela Brys, 1720 W Meyer Ln., #6104, Oak Creek; Roger C Burczyk Jr., 9529 Caddy Ln., Caledonia; William J Canales, 722 Mackinac Ave., South Milwaukee; Joel B Clifford, 3115B S Brisbane Ave., Milwaukee; Shannen K Conley, S76 W17745 Janesville Rd., Muskego; Nicole M Cruz, 4380 S Burrell St., Milwaukee; Rebecca L Deall, 3725 S 76th St., Milwaukee; Susan M DeGeorge, 2456 S 88th St., West Allis; Joshua J Farrell, 7417 S 36th St.; Katelynn M Flowers, 5829 S New York Ave., Cudahy; Eric M Gagliano, 3723 Meadow Rose Ct., Franksville; Kathleen Galipo, 7984 S 60th St.; Nicole L Gaus, 1127 N Cass St., #1B, Milwaukee; Halina Grochowski, 1111 W Rosewood Trl., Oak Creek; Jo Ann M Hansen, 2300 Raymond Ave., Franksville; Nicholas A Harvey, W6538 N Lakeshore Dr., Elkhorn; Joseph W Heup, 7606 W Norwood Ln.; Thomas A Holtz, 1303 E Golden Ln., Oak Creek; Lisa M Hutts, 5612 Euston St., Greendale; Shane R Jaskie, 7811 W Winston Way; Jennifer Jenders 1085

Tanglewood Ct., Brookfield; Ellen L Jensen, 2415 W Hilltop Ln., Oak Creek; Adam J Jubeck, 2430 W Briar Lake Way, #2B, Oak Creek; Amanda N Julian, 2811 W Acre Ave.; Kevin K Kais, 3201 Pleasant View Cir., Caledonia; Paramjeet Kaur, 185 W Rainbow Ridge Dr., #301, Oak Creek; Dawn Klinko, 6830 W Kathleen Ct., #4; Jennifer N Knight, 4536 W Hilltop Ln.; Kim T Kuklinski, 7555 Parkview Rd., #26, Greendale; Shelly Marquardt, 26011 75th St., Salem; Nadiya Mashkina, 9667 W Forest Home Ave., #1, Hales Corners; Lauren J Mather, 12400 Mac Alister Way, #103, New Berlin; Grace M Matranga, 4034 W Anthony Dr.; Janet Miller, 8995 Woodbridge Dr., Greendale; Susan Mlynczak, 16513 50th Rd., Franksville; Diane T Mueller-Yarnell, 3574 S 84th St., Milwaukee; Melissa Murphy, 6157 S 42nd St., Greendale; Derek J Olszewski, 7009 W Ernest Dr.; Jason J Ottman, 9619 W 5 Mile Rd., Franksville; Andrew M Page, 4642 W Crawford Ave., Greenfield; Sarah J Page, 1227 Williams Ave., South Milwaukee; Kayla M Paul, 7850 S Ridgewood Dr.; Alexandria P Pelzek, 5553 Root River Dr., Greendale; Joseph M Pollack, 10165 W Coldspring Rd., #106, Greenfield; Denise K Popp, W182 S7715 Valley Dr., Muskego; Mark A Reikowski, W125 S8317 North Cape Rd., Muskego; Kristen Rinke, S97 W12719 Champions Dr., Muskego; Laura J Rogers, 6823 W Bennett Ave., Milwaukee; Tori M Rogers, 4750 W Marquette Ave.; Timothy D Schappel, 2202 Landings Ln., Delavan; Joseph M Schauer, 8520 W Euclid Ave., Milwaukee; Kimberly A Schultz, 4040 S Kinnickinnic Ave., #15, St. Francis; Rebekah L Shallow, 6125 S Martin Rd., New Berlin; Candice Sibila, 4362 S Nicholson Ave., St. Francis; Hollie C Smith, 6873 S 35th St.; Mark R Steffes, 5344 Sutton Place South, Greenfield; Nadine A Stork, 8636 W Marshfield Ct.; Stacie L Tripler, 5331 N 37th St., Milwaukee; Susan C Van Erden, 4899 W Maple Leaf Circle, Greenfield; Kathleen A Varga, 3739 S Packard Ave., #120, St. Francis; Mallory K Villwock, 8026 S 47th St.; Denise Widenski, 7335 S Quincy Ave., Oak Creek; Laken L Williams, 7409 S 46th St.; Tyler D Willing, 2700 Sussex Ln., Waukesha; Veronica M Wist, 8322 W Forest Hill Ave.; Pamela J Wolff, 7515 W Drexel Av., #108; Vanessa A Wozney 1204 E Connie Ln., Oak Creek; Alyssa G Zacher, 595 E Shepard Hill Dr., Oak Creek; Sally A Zubarick, S88 W22560 Willow Ct., Big Bend;

Deny Operator license application of Leslie Anderson, 504 Shelbourne Ct., #66, Racine, based upon habitual criminality record substantially related to the license activity, contrary to Wis. Stat. §125.04;

Grant 2020-2021 Amusement Device Operators license to: Mitchell Novelty Co., Owner, Ralph H Fleege, 3506 W National Ave., Milwaukee; Reggie's Amusements, LLC, Owner, Reginald Zeniecki,

4918 S Packard Ave., Cudahy; Wisconsin P & P Amusements, Owner Michael Weigel, 12565 W Lisbon Rd., Brookfield;

Grant 2020-2021 Class A Combination licenses, subject to payment and compliance with City Ordinance and approval of inspections to: Dairyland Retail Group, LLC, Agent Elizabeth Evans, 7610 W Rawson Ave.; Ryan Fuel LLC, Agent Kavita Khullar, 5120 W Ryan Rd.; Wisconsin CVS Pharmacy LLC, Agent Samantha Jo Klaphake, 5220 W Rawson Ave.; Hodach Petroleum Inc, Agent Stephen Hodach, 9830 W St. Martins Rd.; Kwik Trip, Inc, Agent Jill A Le Claire, 5040 W Rawson Ave.; Kwik Trip, Inc, Agent Andrew P Wichmann, 10750 W Speedway Dr.; Sam's East, Inc, Agent Henry Monti, 6705 S 27th St.; Sendik's Franklin, LLC, Agent Theodore Balistreri, 5200 W Rawson Ave.; Target Corporation, Agent Daniel Olsen, 7800 S Lovers Lane Rd.; Wal-Mart Stores East, LP, Agent Veronica Wright, 6701 S 27th St.; Walgreen Co., Agent Jessica Nerby, 7130 S 76th St.; Walgreen Co., Agent Brian Hilber, 9527 S 27th St.; Walgreen Co., Agent Danielle Peters, 9909 W Loomis Rd.;

Grant 2020-2021 Class B Combination licenses, subject to payment and compliance with City Ordinance and approval of inspections: The Bowery, LLC, Agent Roger Hein, 3023 W Ryan Rd.; RLGIDI, Inc., Agent Rex Idrizi, 3137 W Rawson Ave.; Brinker Restaurant Corp., Agent Justin Pischke, 6439 S 27th St.; Romey's Place LLC, Nathan Fabry, Agent, 7508 S North Cape Rd.; St. Martins Inn, LLC, Dennis Wegner, 11318 W St. Martins Rd.;

Grant 2020-2021 Class B Combination and Entertainment & Amusement licenses, subject to payment and compliance with City Ordinance and approval of inspections: Franklin Food & Beverage, LLC, Agent, Frank Orcholski, 9643 S 76th St.; HB & H, LLC, Agent Gerald Hay, 10741 S 27th St.; Kriton & Ermira LLC, Agent Ermira Lazaj, 8405 S 27th St.;

Grant 2020-2021 Class B Combination, Entertainment & Amusement and Bowling licenses, subject to compliance with City Ordinance and approval of inspections to Country Lanes LLC, Agent Robert Sczerzen, 11231 W Forest Home Ave.;

Grant 2020-2021 Reserve Class B Combination licenses subject to compliance with City Ordinance and approval of inspections: FF&E, LLC, Agent Teresa D'Amato, 6901 S 76th St.; Hudson Burger LLC, Agent Dallas Fitzgerald, 6421 S 27th St.;

Grant 2020-2021 Class B Beer and Class C Wine license, subject to completion of application, payment, compliance with City Ordinance

and approval of inspections to Dhiman LLC, Agent Deepak Dhiman, 7107 S 76th St.;

Grant 2020-2021 Class B Beer licenses, subject to compliance with City Ordinance and approval of inspections to M-Squared, Inc., Agent Michael Falk, 11357 W St. Martins Rd.;

Grant 2020-2021 Day Care licenses subject to compliance with City Ordinance and approval of inspections to: Discovery Days Childcare III, Inc., Manager Tina Kraussel, 9758 S Airways Ct.; KinderCare Education LLC, Manager Theresa Castronovo, 6350 S 108th St.;

Grant 2020-2021 Entertainment & Amusement license, subject to compliance with City Ordinance and approval of inspections to: Milwaukee County Parks, Agent Andrea Wallace, 6000 W Ryan Rd.; Milwaukee County Parks, Agent Andrea Wallace, 3600 W Oakwood Rd.; Milwaukee County Parks, Agent Andrea Wallace, 6751 S 92nd St.;

Grant Class B Combination Change of Premise Description for The Rock Sports Complex, LLC, Agent Thomas Johns, 7005 S Ballpark Dr., to include the Stadium north parking lot, subject to payment and compliance with State and City requirements and only available for use under and pursuant to the license during reasonable times necessary for the operation of the drive-in movie theater, and subject to the timely submission of an application for a special use by applicant, and the action thereon by the Common Council to be the determination of the future continuation of the licensed use thereafter; and

Grant 2019-2020 Drive-In Theater License to The Rock Sports Complex, LLC (Milky Way Drive-In), Agent Thomas Johns, 7005 S Ballpark Dr., to include the Stadium north parking lot, subject to payment and compliance with State and City requirements and only available for use under and pursuant to the license during reasonable times necessary for the operation of the drive-in movie theater, and subject to the timely submission of an application for a special use by applicant, and the action thereon by the Common Council to be the determination of the future continuation of the licensed use thereafter; and

Grant 2020-2021 Drive-In Theater License to The Rock Sports Complex, LLC (Milky Way Drive-In), Agent Thomas Johns, 7005 S Ballpark Dr., to include the Stadium north parking lot, subject to payment and compliance with State and City requirements and only available for use under and pursuant to the license during reasonable

times necessary for the operation of the drive-in movie theater, subject to the timely submission of an application for a special use by applicant, and the action thereon by the Common Council to be the determination of the future continuation of the licensed use thereafter.

Approve the Extraordinary Entertainment and Special Event to hold a Drive-In Movie Theater at The Rock Sports Complex (Milky Way Drive-In), Agent Thomas Johns, 7005 S Ballpark Dr., to begin May 22, 2020, Monday through Friday at 6:00 p.m. and 8:45 p.m.; Saturdays at 5:00 p.m., 7:45 p.m. and 10:30 p.m.; and Sundays at 3:00 p.m., 6:00 p.m., and 8:45 p.m., subject to payment and compliance with State and City requirements and only available for use under and pursuant to the license during reasonable times necessary for the operation of the drive-in movie theater, subject to the timely submission of an application for a special use by applicant, and the action thereon by the Common Council to be the determination of the future continuation of the licensed use thereafter.

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

Alderman Nelson moved to approve the Extraordinary Entertainment and Special Event to hold a Drive-In Movie Theater at The Rock Sports Complex (Milky Way Drive-In), Agent Thomas Johns, 7005 S. Ballpark Dr., to begin May 22, 2020, Monday through Friday at 6:00 p.m. and 8:45 p.m.; Saturdays at 5:00 p.m., 7:45 p.m. and 10:30 p.m.; and Sundays at 3:00 p.m., 6:00 p.m., and 8:45 p.m., subject to payment and compliance with State and City requirements and only available for use under and pursuant to the license during reasonable times necessary for the operation of the drive-in movie theater, subject to the timely submission of an application for a special use by applicant, and the action thereon by the Common Council to be the determination of the future continuation of the licensed use thereafter. Seconded by Alderwoman Hanneman. On roll call, Alderman Dandrea, Alderwoman Wilhelm, Alderwoman Hanneman, Alderman Barber, and Alderman Nelson voted Aye; Alderman Mayer voted No. Motion carried.

VOUCHERS AND  
PAYROLL

- I. Alderman Dandrea moved to approve the following:  
City vouchers with an ending date of May 14, 2020 in the amount of \$2,600,709.60; and Payroll dated May 8, 2020 in the amount of \$390,059.69 and payments of the various payroll deductions in the amount of \$227,468.15 plus City matching payments; and estimated payroll dated May 22, 2020 in the amount of \$385,000.00 and payments of the various payroll deductions in the amount of \$438,000.00, plus City matching payments; and property tax

disbursements with an ending date of May 14, 2020 in the amount of \$528.33; and release payments to miscellaneous vendors in the amount of \$98,544.57 and release Library vouchers upon approval by the Library Board not to exceed \$15,000. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

CLOSED SESSION  
TID 4 FRANKLIN  
CORPORATE PARK

- G.14. Alderman Barber moved to enter closed session at 9:18 p.m. pursuant to Wis. Stat. §19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisitions for the development of public improvements for the Tax Incremental District No. 4 Franklin Corporate Park: 10627 South 27th Street, Tax Key Nos. 951-9996-002 (potential acquisition of approximately 5,969 square feet) and 951-9999-001 (potential acquisition of approximately 5,234 square feet); 3001 West Elm Road, Tax Key No. 978-9996-006 (potential acquisition of approximately 15,977 square feet); and 10613 South 27th Street, Tax Key No. 951-9996-009 (potential acquisition of approximately 24,008 square feet); and the investing of public funds and governmental actions in relation thereto and to effect such acquisitions, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Nelson. All voted Aye; motion carried.

Upon reentering open session at 9:36 p.m., Alderwoman Hanneman moved to direct staff to proceed as discussed in closed session. Seconded by Alderman Nelson. All voted Aye; motion carried.

ADJOURNMENT

- J. Alderwoman Wilhelm moved to adjourn the meeting at 9:38 p.m. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.



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<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> June 2, 2020
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Project Updates for Ballpark Commons</b>	<b>ITEM NUMBER</b> 2 / 1

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

**COUNCIL ACTION REQUESTED**

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

<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> June 2, 2020
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Franklin Tourism Commission Update</b>	<b>ITEM NUMBER</b> <i>7161</i>

Representatives from the Tourism Commission will present an update on 2020 activities.

**COUNCIL ACTION REQUESTED**

No action requested. This presentation is only for providing updates from the Tourism Commission.

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>06/02/2020</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;">Request from Noah Grandsard for Approval to Proceed with Tribute to First Responders Eagle Scout Project</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">(     )</p>

Attached is a project presentation and request from Noah Grandsard, Troop 531 Senior Patrol Leader, for approval to proceed with an Eagle Scout Project. His proposed project is a tribute to first responders that will be placed adjacent to the other memorials at the Library.

Also attached is information from the Director of Inspection Services addressing the proposal.

**COUNCIL ACTION REQUESTED**

As directed.

## Sandi Wesolowski

---

**From:** David Grandsard <ngrandsard@gmail.com>  
**Sent:** Saturday, May 23, 2020 11:51 AM  
**To:** Sandi Wesolowski  
**Subject:** Eagle Scout Project

Hello Mrs. Wesolowski my name is Noah Grandsard and I am a Boy Scout from troop 531 in Franklin WI. I am currently working on my Eagle Scout Project which is going to be a tribute to first responders that will be placed adjacent to the other memorials at the Library. In order to move forward I need permissions. So far, I have gotten permissions from the Library board, the Mayor, the Police Chief, and my troop. In order to continue moving forward I need permission from the Franklin City Common Council and the Mayor informed me that you have your next meeting on the 2<sup>nd</sup> of June. He said to send you my materials for my project, I have a slides presentation with all of the information surrounding my project. Is there anything else that I would need to send in?

Here is the project presentation:

[https://docs.google.com/presentation/d/18\\_Rm85CeghFWez9XasldUGuuGct7o9JU8rzOg2yTaUA/edit#slide=id.p](https://docs.google.com/presentation/d/18_Rm85CeghFWez9XasldUGuuGct7o9JU8rzOg2yTaUA/edit#slide=id.p)

Respectfully,  
Noah Grandsard  
Troop 531 SPL

Sent from Mail for Windows 10

## **Sandi Wesolowski**

---

**From:** Scott Satula  
**Sent:** Tuesday, May 26, 2020 4:23 PM  
**To:** N Grand  
**Cc:** Regulo Martinez-Montilva; Sandi Wesolowski, Glen Morrow  
**Subject:** RE: Eagle Scout Project

Noah:

Inspection Services would have concerns with the foundation for the memorial. The project narrative below does not clearly mention that the memorial is resting on a "frost-protected" foundation. Although the Building Code does not directly address such structures, the footings/foundation should extend to a minimum depth of 4 feet below grade. Without such protection, frost could potentially heave the structure and place it out of plumb. Other damage (cracking) could result. I will also mention, but not recommend, that an Engineer could design a shallow frost-protected foundation for the structure.

Any electrical work (lighting) must be done by a licensed electrician under a separate Electrical Permit.

City Planning/Engineering will approve the aesthetics and general location of the structure.

Please let me know if you have any questions.

Thanks,  
Scott

### **W. Scott Satula**

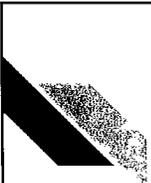
Dir. of Inspection Services  
[ssatula@franklinwi.gov](mailto:ssatula@franklinwi.gov)  
9229 W. Loomis Road  
Franklin, WI 53132  
414-425-0084  
Franklinwi.gov





# Noah Grandsard's Eagle Scout Project

Scouts BSA Troop 531



## Who Am I?

- My name is Noah Grandsard
- 10+ years in scouting including cub scouts in kindergarten
- Current SPL of troop other positions I've held include
  - ASLP
  - PL
  - APL
- Enjoy spending time outdoors and camping in remote locations
- Looking forward to continuing on my Scouting journey

## What Is the Project?



- Tribute for fallen Police Officers and Firefighters
- First responders
- Granite memorial that will be sitting upon a concrete foundation
  - Granite 4x2x3
  - Concrete foundation 5x3x1 ½
- Engravings that are etched into two sides of the tribute with the words
  - 'To those who give the ultimate sacrifice for our safety' (exact verbiage to be determined)
    - 1 ½ inch font to be legible
- Stone Statues on top representing the saints
  - Saint Michael Police Officers
  - Saint Florian Firefighters
- Will be surrounded by a circular pattern of mulch

## Digital Rendering



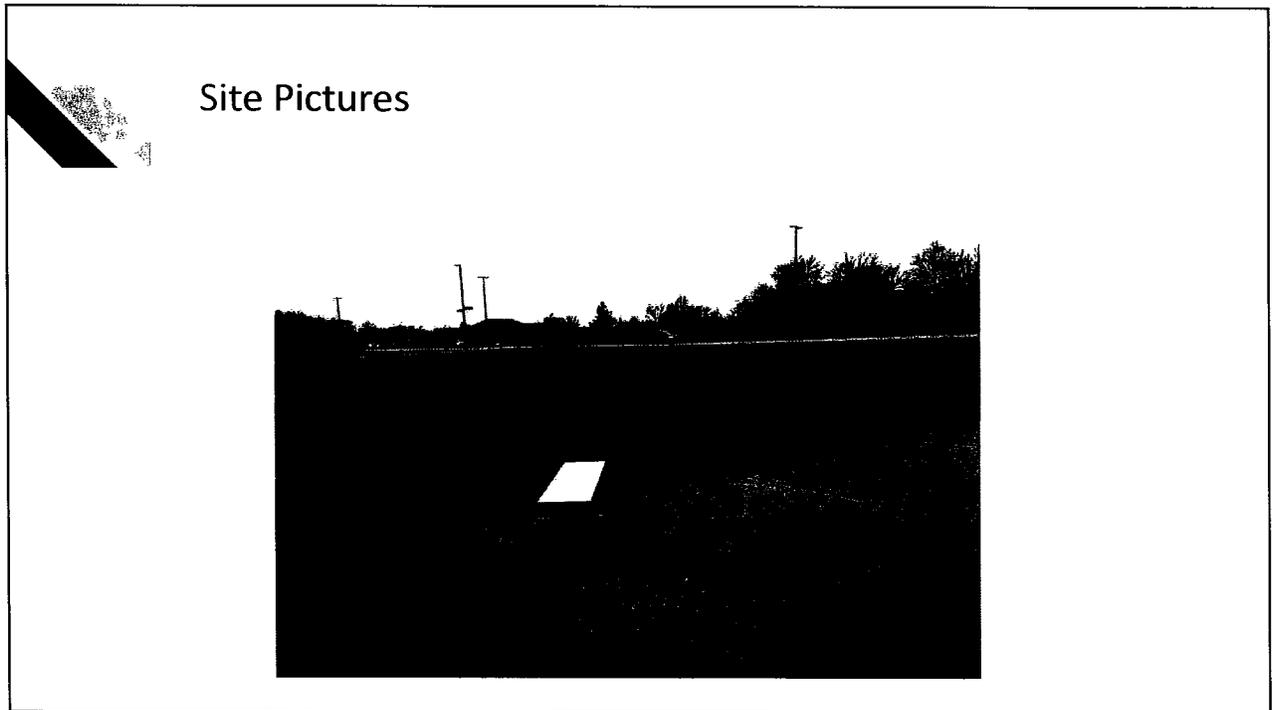
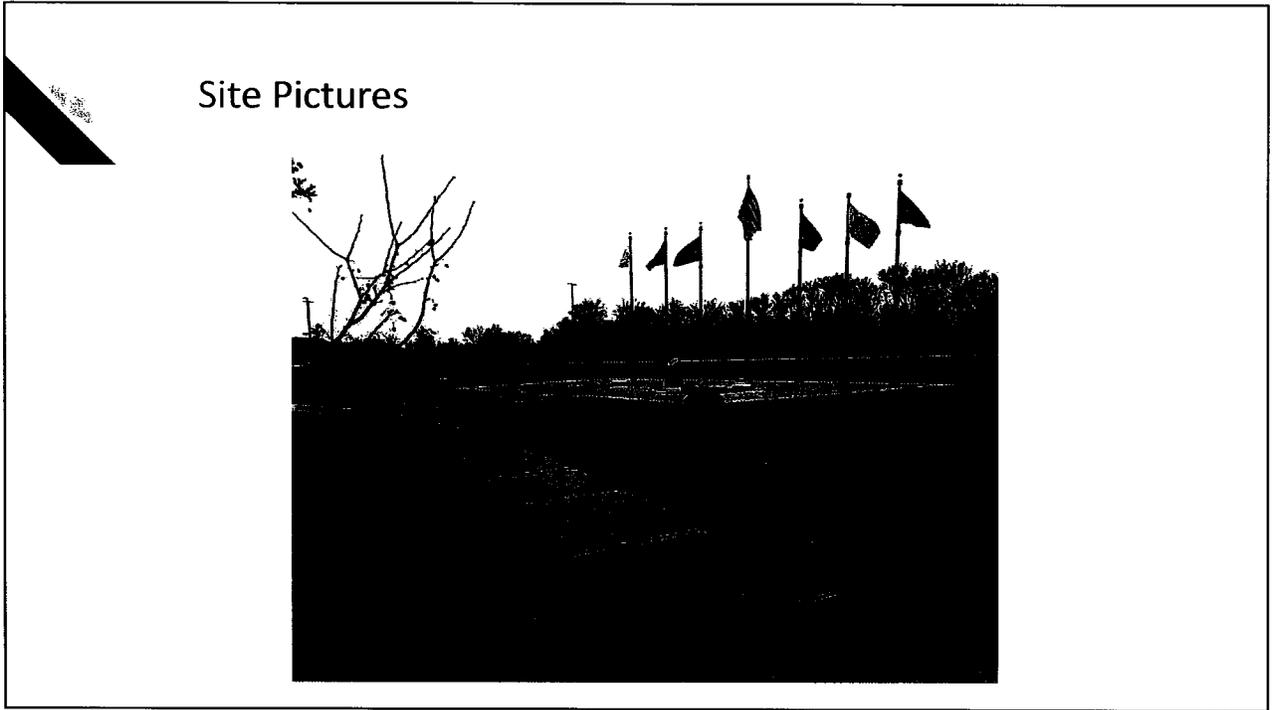
## Location of the Project



- This will be placed on the property of the Franklin Public Library adjacent to the other memorials
  - Respectfully keeping distance to not deter from other memorials and also give it a personal acknowledgement
- Large open grassy space that will have to be dug out and filled with traffic bond and then concrete
- Will be able to stand the weather and doesn't have to be tended to once finished

## Site Pictures





## Site Pictures



## Costs



- There are several elements in this project to include
- Granite - Black Pearl Polished \$3,068.48
  - This includes 44 square feet of granite mitered and assembled on site
- Concrete Footing Mix \$342.14
  - Price may vary on type needed for project no more than \$400
- Statues
  - Saint Michael \$150.200 this depending on availability during buy time will be a gardening statue
  - Saint Flonan \$150.200 again depending on availability during buy time still a gardening statue
- Frames Concrete frames and additional wood \$150
- Mulch Wood Mulch \$10-20
  - Around 2 cubic feet needed when converting from square feet to cubic feet

## Costs (continued)



- Concrete adhesive 4 Tubes \$54
  - To hold statues and granite in place estimated up room for extra
- Nails 1 Box Desk Sinkers \$6
  - For the frames
- Traffic bond 3 inches deep \$64
  - Put down before concrete in the frames below freezing point
- Engraving/Sandblasting 1 ½ inch letters \$400-800
  - Large companies are more expensive in this case trying to find a private worker like a graveyard company or worker
- Miscellaneous costs (water and food) \$100
- Overall Cost: \$4952.62

## Fundraising



- Fundraising will obviously be tough during this unfortunate pandemic spreading the world however here are a few ideas that I have
- Go Fund me page getting donations from others who are willing to help my project
  - Other social media platforms
- Brat frys and other food selling events, if we are allowed to leave our houses this will be the main focal point for fundraising
- Seeking donations from companies I am working with
- Reach out to the Mayor or Police and Fire Chiefs to seek assistance and possibly hold fundraising events tying into some of their events
- If I do end up fundraising too much then the money goes back to the beneficiary or in this case I will be donating to our local first responders

## Working



- There will have to be several workdays for myself and whatever help that I will be able to receive, here is a general overview of what I had imagined this could look like
- Day 1 & 2 digging out the area and building the frames
- Day 3 putting in traffic bond and making sure frames are set
- Day 4 pouring concrete - let cure for a week
- Day 5 Installing Granite on sight this will be done by the company and knock out wood frames from the concrete
- Day 6 make sure granite is attached using adhesive and setting statues on top making sure everything is set to engrave and sand blast
- Day 7 Sandblast (no workers needed individual company work)
- Day 8 put a sign that this was an eagle scout project and place mulch

## Working - Tools



- There will be a large amount of tools that will be used during this project some to include
- Caulk Gun
- Hammer
- Circular Saw
- Shovels
- Gardening rakes
- Levels both string and 3 foot
- Wooden steaks
- Wheelbarrows
- Tamper
- Hand trowels
- Plastic cover
- Cost of the tools included and most of the tools will be donated or we own

## Working - Safety and Labor



- Obviously this schedule will have to be adjusted as necessary and won't cater to everybody's schedule
- The scouts won't be able to use any power tools or heavy equipment so most of their help will be needed at the front end and the back where we are doing more physical work
- I will need more workers for the labor intense days and less for the ones where the companies come in to help
- Safety plan is disclosed in the next slide

## Safety Plan



- Younger scouts and youth will not be able to handle heavy equipment and power tools and are not allowed to be in the same area as them when being operated
- Sign in sheet disclosing who (Scout, Leader, or none) time in and out
- Multiple first aid kits will be on site at all time
- Making sure to have hydration and food for everybody
- Close toed shoes at all times
- Safety glasses and gloves
- Location to the nearest hospital
- My father also medically trained and will be on site most days

## Permissions and Permits



- Having a project in such a public area will obviously require permits and permissions from
- The Library Board
- The Board of Public Works
- Site plan approval from the planning department
- The City of Franklin Common Council
- Architecture review boards
- Check in with police and fire chiefs

## Summary



As we all know an Eagle Scout Project is a way to give back to the community and provide them with something that will benefit them in the long run while also showing leadership in completing the project I believe that in doing this project it will give the community a place to reflect on the first responders who give their time fighting for the rights and lives of others in the community and also a remembrance of those who pay the ultimate sacrifice for our lives

**Thank**



**You!**

**BOY SCOUTS  
OF AMERICA™**

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<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  06/02/20</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR TAX KEY NOS. 739-0120-000 AND 739-0037- 000 (6932 SOUTH TUMBLECREEK DRIVE AND OUTLOT 30 OF PLAT OF OUTLOTS 1 THROUGH 5 OF TUMBLECREEK) (ZACHARY D. PAWLOWSKI AND LAUREN M. PAWLOWSKI, APPLICANTS)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  - /</p>

*On May 21, 2020, the Plan Commission carried a motion to recommend approval of a Resolution conditionally approving a land combination for Tax Key Nos. 739-0120-000 and 739-0037-000 (6932 South Tumblecreek Drive and Outlot 30 of plat of Outlots 1 through 5 of Tumblecreek).*

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2020-\_\_\_\_\_, a resolution conditionally approving a land combination for tax key nos. 739-0120-000 and 739-0037-000 (6932 South Tumblecreek Drive and Outlot 30 of Plat of Outlots 1 through 5 of Tumblecreek) (Zachary D. Pawlowski and Lauren M. Pawlowski, applicants)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*[Draft 5-14-20]*

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION CONDITIONALLY  
APPROVING A LAND COMBINATION FOR  
TAX KEY NOS. 739-0120-000 AND 739-0037-000  
(6932 SOUTH TUMBLECREEK DRIVE AND OUTLOT 30  
OF PLAT OF OUTLOTS 1 THROUGH 5 OF TUMBLECREEK)  
(ZACHARY D. PAWLOWSKI AND LAUREN M. PAWLOWSKI, APPLICANTS)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a proposed land combination for Zachary D. Pawlowski and Lauren M. Pawlowski to accommodate construction of a shed within 5 feet of Outlot 30 of Plat of Outlots 1 through 5 of Tumblecreek, adjoining the Pawlowski residential property at 6932 South Tumblecreek Drive (Lot 37); bearing Tax Key Nos. 739-0120-000 and 739-0037-000 (Outlot 30), more particularly described as follows:

Property Description for 6932 South Tumblecreek Drive:

Lot Thirty-Seven (37), in Tumblecreek, being a Subdivision of a part of the Southwest One-Quarter (1/4) of the Southwest One-Quarter (1/4) of Section One (1), Township Five (5) North, Range Twenty-One (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Property Description for Outlot 30:

Outlot Thirty (30) of Plat of Outlots One (1) Thru Five (5) of Tumblecreek, being a Subdivision of Outlots One (1) Thru Five (5) of Tumblecreek, being a part of the Southwest One-Quarter (1/4) of the Southwest One-Quarter (1/4) of Section One (1), Township Five (5) North, Range Twenty-One (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

WHEREAS, the Plan Commission having reviewed such application and recommended approval thereof and the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed land combination is appropriate for approval pursuant to law upon certain conditions, all pursuant to §15-9.0312 of the Unified Development Ordinance, Land Combination Permits.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the proposed land combination for Zachary D. Pawlowski and Lauren M. Pawlowski, as submitted by Zachary D. Pawlowski, as described above, be and the same is hereby approved, subject to the following conditions:

ZACHARY D. PAWLOWSKI AND LAUREN M. PAWLOWSKI – LAND  
COMBINATION  
RESOLUTION NO. 2020-\_\_\_\_\_

Page 2

1. Zachary D. Pawlowski and Lauren M. Pawlowski, successors and assigns shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Zachary D. Pawlowski and Lauren M. Pawlowski land combination project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
2. The approval granted hereunder is conditional upon Zachary D. Pawlowski and Lauren M. Pawlowski and the land combination project for the property located at 6932 South Tumblecreek Drive and Outlot 30 of Plat of Outlots 1 through 5 of Tumblecreek: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

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

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

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

 **CITY OF FRANKLIN**   
**REPORT TO THE PLAN COMMISSION**

**Meeting of May 21, 2020**

**Land Combination**

---

**RECOMMENDATION:** City Development Staff recommends approval of a land combination for lot 37 and outlot 30 of the Tumblecreek subdivision.

---

<b>Project Name:</b>	Pawlowski Land Combination
<b>Project Address:</b>	6932 S Tumblecreek Drive
<b>Property Owner:</b>	Zachary and Lauren Pawlowski
<b>Applicant:</b>	Zachary and Lauren Pawlowski
<b>Zoning:</b>	PDD No. 2 Tumblecreek – Hidden Lakes Development
<b>Use of Surrounding Properties:</b>	Residential – single family
<b>Comprehensive Plan:</b>	Residential
<b>Applicant Action Requested:</b>	Approval of application for land combination

---

**Introduction:**

On April 7, 2020, Zach and Lauren Pawlowski submitted a land combination application for two properties: Lot 37 and Outlot 30 of the Tumblecreek subdivision, both properties are under common ownership. The area of Lot 37 is 0.26 acres, and Outlot 30 is 0.04 acres, the resulting property would be 0.30 acres in area. The current use of Lot 37 is single-family residential and Outlot 30 is vacant.

The purpose of this land combination request is to eliminate the common lot line between the two properties and the setback restriction associated with such line. With the two properties combined, the owner would increase the buildable area for a shed or other accessory structure.

Pursuant to §15-9 0312.B, of the Unified Development Ordinance, the application for the Land Combination Permit shall be considered “relative to City staff recommendations, the lot area and other dimensional requirements of the zoning district(s) within which the parcels are located, the City of Franklin Comprehensive Master Plan and the planned land use for each of the parcels, present use of the parcels and proposed use of the parcels for the purpose to ensure that upon combination, such properties shall comply with the purposes and provisions of this Ordinance.”

**Analysis:**

The two subject properties are located in the area “A” of Planned Development District (PDD) No. 2 Tumblecreek – Hidden Lakes Development. This PDD was created in 1976 and amended in 1987, 1991, 1993, 1995 and 1996, the current development standards for area “A” are set forth in Ordinance 1995-1362. The resulting lot would comply with the dimensional standards of this Ordinance, such as lot area and setbacks.

Per City Development Department files, the combination of a lot with an outlet has a precedent in the Tumblecreek subdivision as noted below

- 6935 S Tumblecreek. Resolution 88-3095 (attached): lot 20 and outlet 17.
- 6908 S Tumblecreek. Resolution 94-4167 (attached): lot 35 and outlet 28.

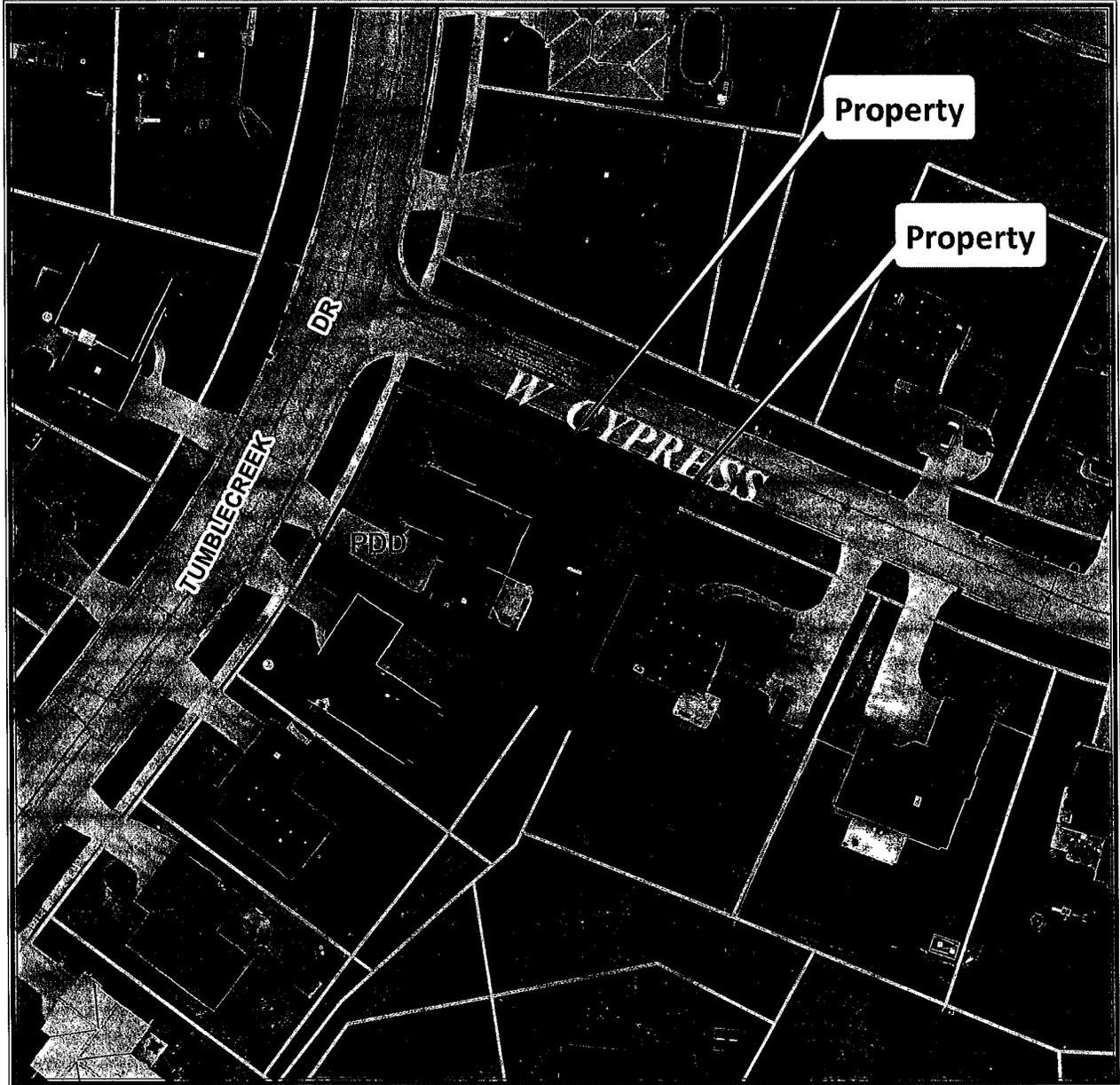
It is noted that that the rear yard setback in PDD No. 2 is 25 feet and the depth of outlet 30 is 17 feet, therefore structures would not be allowed in the current area of this outlet.

**STAFF RECOMMENDATION:**

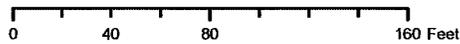
City Development staff recommends approval of a land combination for lot 37 and outlet 30 of the Tumblecreek subdivision, subject to the conditions noted in the attached draft resolution



6932 S. Tumblecreek Dr.  
TKN: 739 0037 000 & 739 0120 000



Planning Department  
(414) 425-4024

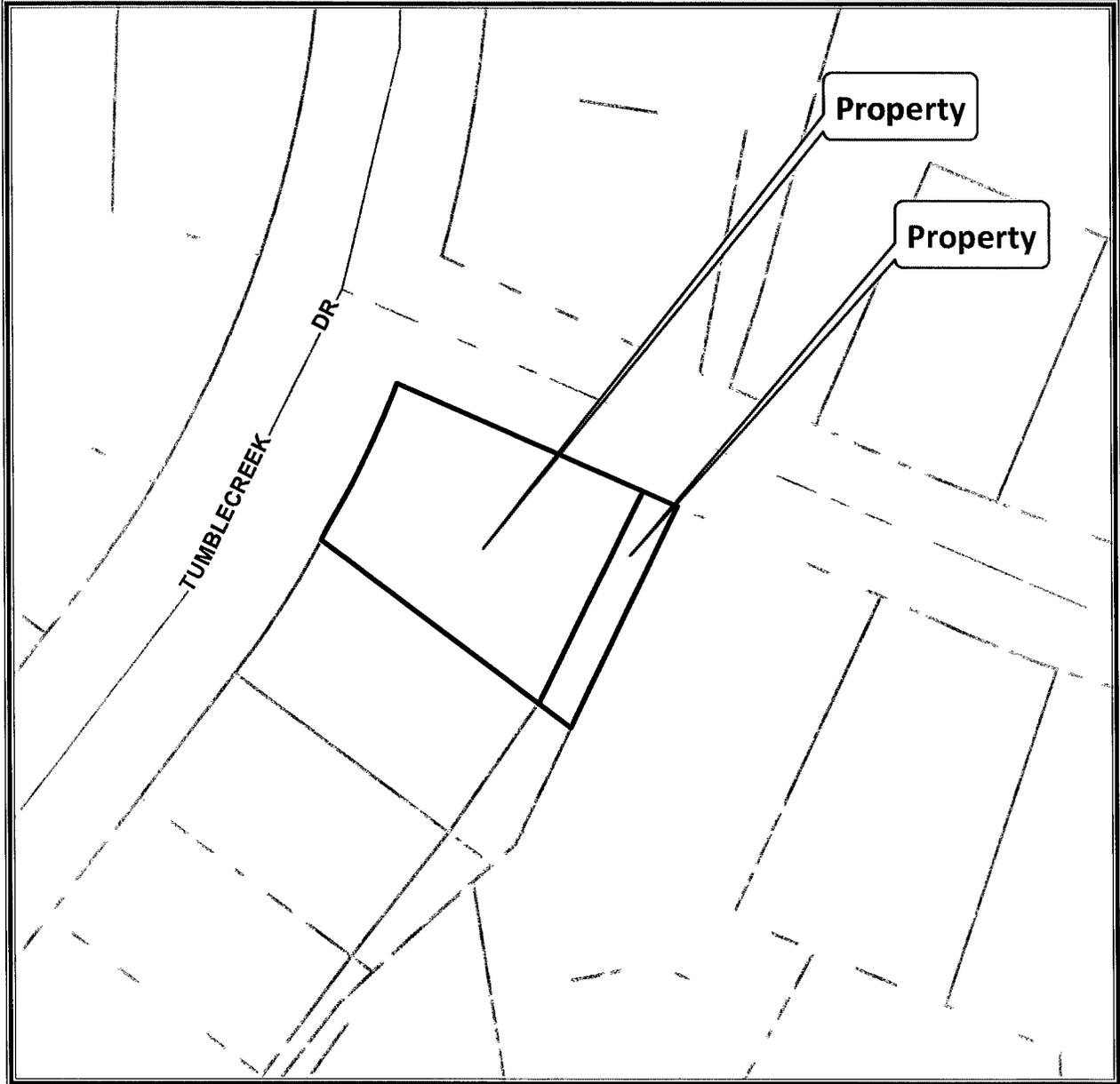


2017 Aerial Photo

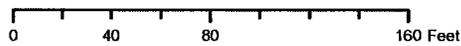
*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.*



6932 S. Tumblecreek Dr.  
TKN: 739 0037 000 & 739 0120 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.*

25-00

# PLAT OF OUTLOTS 1 THRU 5 OF TUMBLECREEK

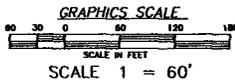
BEING A SUBDIVISION OF PART OF THE SW 1/4 OF THE SW 1/4 OF SEC 1 T 5 N R. 21 E  
IN THE CITY OF FRANKLIN MILWAUKEE COUNTY WISCONSIN



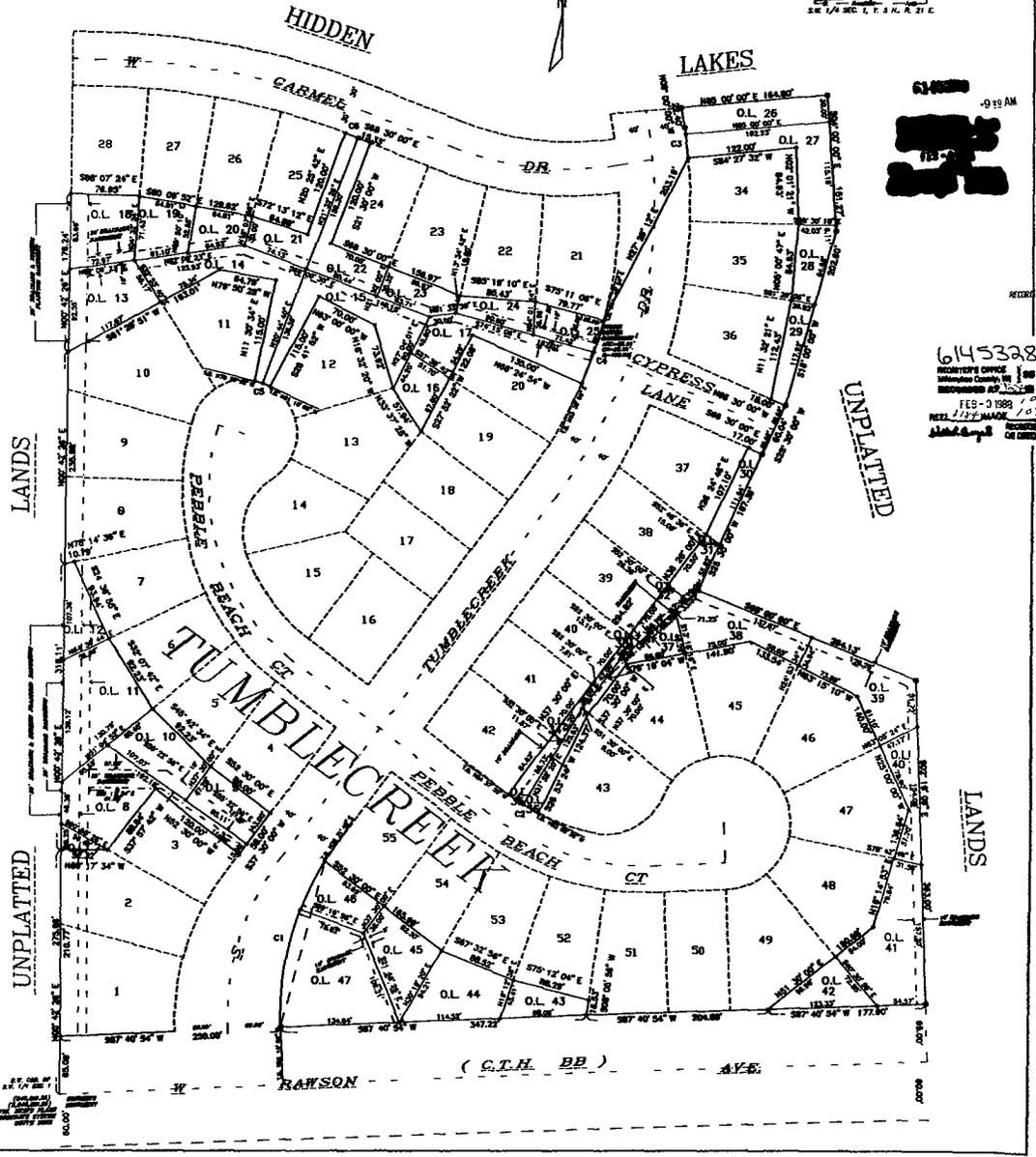
DECEMBER 20, 1987  
REVISED TO SHOW 20' OF FEBRUARY, 1988

### LEGEND

- 1) DESIGNATED 2" IRON PIPE, W.C. 2.50 LBS. PER LINEAL FT., 30" LENGTH
- 2) ALL OTHER OUTLOT CORNERS HAVE 1" IRON PIPE, INDICATES CORNER
- 3) 1" IRON PIPE MONUMENTS, W.C. 1.15 LBS. PER LINEAL FT., 24" LENGTH
- 4) ALL DIMENSIONS MEASURED AND SHOWN TO NEAREST HUNDRETH OF A FT.
- 5) ALL BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, ZONE 16N
- 6) OUTLOTS 41, 42, 43, 44, AND 47 RESTRICTED TO NO DIRECT VEHICULAR ACCESS TO W. RAWSON AVE. (C.T.H. 88)
- 7) OUTLOT 45 RESTRICTED FOR FUTURE USE ADDRESS-EDGES TO FUTURE RESEARCH AREA
- 8) OUTLOT 47 RESTRICTED FOR SPECIAL USE
- 9) D.L. INDICATES OUTLOT
- 10) T.B. INDICATES TANGENT BEARING
- 11) SEE SHEET 2 FOR CURVE AND AREA DATA



### LOCATION SKETCH



645328  
 RECORDING OFFICE  
 MILWAUKEE COUNTY, WI  
 FEB-3 1988  
 REEL 1127 PAGE 109

500

# PLAT OF OUTLOTS 1 THRU 5 OF TUMBLECREEK

BEING A SUBDIVISION OF PART OF THE SW 1/4 OF THE SW 1/4 OF SEC. 1, T 5 N. R. 21 E.,  
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY WISCONSIN



REVISED THIS 3<sup>RD</sup> DAY OF FEBRUARY, 1988

### SURVEYOR'S CERTIFICATE

I, KENNETH E. BERKE, REGISTERED LAND SURVEYOR, DO HEREBY DEPOSE AND SAY THAT I HAVE SURVEYED, DIVIDED AND MAPPED OUTLOTS 1 THRU 5 OF TUMBLECREEK BEING A SUBDIVISION OF A PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 1, T. 5 N. R. 21 E., IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN WHICH IS DESCRIBED AS FOLLOWS: OUTLOT 1, OUTLOT 2, OUTLOT 3, OUTLOT 4, AND OUTLOT 5 OF SAID TUMBLECREEK.

THAT I HAVE MADE SUCH A SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF RAVSON VENTURE, A JOINT VENTURE.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 806 OF THE WISCONSIN STATUTES AND CHAPTER 21 OF THE CITY OF FRANKLIN MUNICIPAL CODE IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS 20<sup>TH</sup> DAY OF DEC., 1987. *Kenneth E. Burke* (SEAL)  
KENNETH E. BERKE, REGISTERED LAND SURVEYOR S107

### OWNER'S CERTIFICATE

AS OWNERS, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED IN THE FOREGOING AFFIDAVIT OF KENNETH E. BERKE, REGISTERED LAND SURVEYOR, TO BE SURVEYED, DIVIDED, MAPPED AND DESIGNATED, AS REPRESENTED ON THIS PLAT.

WE ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY SECTION 806.10 OR 806.12 OF THE WISCONSIN STATUTES.

- (1) DEPARTMENT OF DEVELOPMENT
- (2) MILWAUKEE COUNTY
- (3) CITY OF FRANKLIN

WITNESS THE HANDS AND SEALS OF SAID OWNERS THIS 23<sup>RD</sup> DAY OF DECEMBER, 1987.

IN THE PRESENCE OF *Mason Stenberg* RAVSON VENTURE, A JOINT VENTURE  
*Dawn Wilson* *Neil Stedman* (SEAL)  
*Gerald Levy* (SEAL)  
GENERAL LEVY

STATE OF WISCONSIN  
MILWAUKEE COUNTY

PERSONALLY CAME BEFORE ME THIS 23<sup>RD</sup> DAY OF DECEMBER, 1987, THE ABOVE NAMED *Mason Stenberg* AND *Dawn Wilson* AND I BEING KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

*Bernadine Johnson* (SEAL)  
NOTARY PUBLIC STATE OF WISCONSIN  
MY COMMISSION EXPIRES *Jan 1, 1988*  
MY COMMISSION IS PERMANENT.

### CONSENT OF MORTGAGEE

GUARANTY SAVINGS & LOAN ASSOCIATION, A MUTUAL SAVINGS AND LOAN ASSOCIATION, FULLY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, CONSENTS TO THE SURVEYING, DIVIDING AND MAPPING OF THE LAND DESCRIBED IN THE FOREGOING AFFIDAVIT OF KENNETH E. BERKE, REGISTERED LAND SURVEYOR, AND CONSENTS TO THE ABOVE CERTIFICATE OF RAVSON VENTURE, A JOINT VENTURE.

IN WITNESS WHEREOF, GUARANTY SAVINGS & LOAN ASSOCIATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY *William S. Laska*, ITS *William S. Laska* (SEAL)  
AND COUNTERSIGNED BY *William S. Laska*, ITS *William S. Laska* (SEAL)  
AT *MILWAUKEE*, WISCONSIN THIS *23* DAY OF *DECEMBER*, 1987.

IN THE PRESENCE OF *Mason Stenberg* *Neil Stedman* (SEAL)  
*Dawn Wilson* *Douglas Levy* (SEAL)

STATE OF WISCONSIN  
MILWAUKEE COUNTY

PERSONALLY CAME BEFORE ME THIS 23<sup>RD</sup> DAY OF DECEMBER, 1987, *William S. Laska* AND *William S. Laska* OF THE ABOVE NAMED MUTUAL SAVINGS AND LOAN ASSOCIATION TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE THE *William S. Laska* AND *William S. Laska* OF THE ASSOCIATION AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS BEB OF THE ASSOCIATION.

*Bernadine Johnson* (SEAL)  
NOTARY PUBLIC STATE OF WISCONSIN  
MY COMMISSION EXPIRES *Jan 1, 1988*  
MY COMMISSION IS PERMANENT.

### CERTIFICATE OF CITY TREASURER

I, WILLARD L. CRAIG, BEING THE DULY APPOINTED, QUALIFIED AND ACTING CITY TREASURER OF THE CITY OF FRANKLIN, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF *FEB 2, 1988* ON ANY OF THE LANDS INCLUDED IN THE PLAT OF OUTLOTS 1 THRU 5 OF TUMBLECREEK.

*Willard L. Craig* (SEAL)  
WILLARD L. CRAIG, CITY TREASURER

### CERTIFICATE OF COUNTY TREASURER

I, PAUL J. MC CORMACK, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF MILWAUKEE, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF *FEB 2, 1988* AFFECTING THE LANDS INCLUDED IN THE PLAT OF OUTLOTS 1 THRU 5 OF TUMBLECREEK.

*Paul J. McCormack* (SEAL)  
PAUL J. MC CORMACK, COUNTY TREASURER

### CERTIFICATE OF CITY CLERK

I, JAMES C. PAYNE, BEING THE DULY APPOINTED, QUALIFIED AND ACTING CLERK OF THE CITY OF FRANKLIN, DO HEREBY CERTIFY THAT COPIES OF THIS PLAT WERE FORWARDED AS REQUIRED BY S. 206.12 (2) ON THE 6<sup>TH</sup> DAY OF *JANUARY*, 1988, AND THAT WITHIN THE TWENTY (20) DAY LIMIT, S. 206.12 (2) NO OBJECTIONS TO THE PLAT HAVE BEEN FILED, OR ALL OBJECTIONS TO THE PLAT HAVE BEEN MET.

*James C. Payne* (SEAL)  
JAMES C. PAYNE, CITY CLERK

### COMMON COUNCIL RESOLUTION NO. 88-300

RESOLVED THAT THE PLAT OF OUTLOTS 1 THRU 5 OF TUMBLECREEK, IN THE CITY OF FRANKLIN, WISCONSIN, RAVSON VENTURE, A JOINT VENTURE, OWNER IS HEREBY APPROVED CONDITIONALLY BY COMMON COUNCIL.

*Mark Hager* (SEAL)  
APPROVED AND SIGNED *Mark Hager* (SEAL)  
MARK HAGER, MAYOR

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY COMMON COUNCIL OF THE CITY OF FRANKLIN AND THAT ALL THE CONDITIONS FOR APPROVAL HAVE BEEN MET AS OF THE *23* DAY OF *DECEMBER*, 1987.

GENERAL CURVE DATA

NO.	RADIUS	ARC	CHORD	BETA	BETA/2	CHORD BEARING
C1	326.24	197.46	194.46	34-40-46	17-20-23	N 15-01-17 E
C2	270.00	40.00	39.36	08-29-16	04-14-38	N 59-51-30 W
C3	570.00	34.41	34.40	03-27-30	01-43-45	N 07-16-14 W
C4	430.00	75.00	74.93	08-46-12	04-23-06	N 15-12-00 E
C5	60.00	18.00	17.93	17-11-18	08-35-39	N 69-53-47 W
C6	82.21	13.38	13.38	01-04-18	00-32-09	N 69-02-09 W

OUTLOT CURVE DATA

NO.	RADIUS	ARC	CHORD	A	A/2	CHORD BEARING
14	60.00	9.00	8.99	08-35-38	04-17-49	N 74-11-37 W
15	60.00	9.00	8.99	08-35-40	04-17-50	N 65-25-58 W
17	490.00	37.50	37.49	04-23-06	02-11-33	S 21-23-33 W
21	82.21	13.38	13.38	01-04-18	00-32-09	N 69-02-09 W
25	490.00	37.50	37.49	04-23-06	02-11-33	S 17-00-27 W
26	570.00	7.67	7.67	00-46-14	00-23-07	S 08-36-59 E
27	570.00	26.76	26.74	02-41-18	01-30-39	S 04-58-07 E
35	270.00	20.00	19.99	04-14-38	02-07-19	S 56-44-39 E
46	326.24	61.00	60.91	18-42-30	09-21-25	N 27-00-15 E
47	326.24	136.46	135.47	29-57-36	14-58-38	N 09-39-52 E

OUTLOT NO.	AREA (SQ. FT.)	LOT IN TUMBLECREEK TO BE CONVEYED TO	OUTLOT NO.	AREA (SQ. FT.)	LOT IN TUMBLECREEK TO BE CONVEYED TO
1	770	1	11	770	11
2	770	2	12	770	12
3	770	3	13	770	13
4	770	4	14	770	14
5	770	5	15	770	15
6	770	6	16	770	16
7	770	7	17	770	17
8	770	8	18	770	18
9	770	9	19	770	19
10	770	10	20	770	20
11	770	11	21	770	21
12	770	12	22	770	22
13	770	13	23	770	23
14	770	14	24	770	24
15	770	15	25	770	25
16	770	16	26	770	26
17	770	17	27	770	27
18	770	18	28	770	28
19	770	19	29	770	29
20	770	20	30	770	30
21	770	21	31	770	31
22	770	22	32	770	32
23	770	23	33	770	33
24	770	24	34	770	34
25	770	25	35	770	35
26	770	26	36	770	36

1 25184-100

6935 S. Tumblecreek Dr Scanned

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 88-3095

A RESOLUTION APPROVING A COMBINATION OF LAND OF A PART OF THE SOUTHWEST ¼ OF SECTION 1, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

BE IT RESOLVED, that the combination of land being a part of the Southwest 1/4 of Section 1, Town 5 North, Range 21 East and described as Lot 20, Tumble Creek and Outlot 17, Tumble Creek (Plat of Outlots 1-5) in the City of Franklin, Milwaukee County, Wisconsin, Rick L. and Gail A. Johnson, owner(s), or successor or assigns, having been approved by the City Plan Commission of the City of Franklin, be and the same is hereby approved.

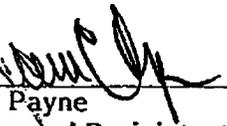
Introduced this 1st day of March, 1988, by Alderman Franken as recommended by the City Plan Commission.

Passed and approved at a regular meeting of the Common Council of the City of Franklin held this 1st day of March, 1988.

APPROVED:

  
Mark E. Miazga, Mayor

ATTEST:

  
James C. Payne  
City Business Administrator/Clerk

AYES 6  
NOES 0  
ABSENT 0

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 94- 4167

A RESOLUTION APPROVING A COMBINATION OF LAND OF A PART OF  
THE SOUTHWEST 1/4 OF SECTION 1  
BRIAN & LINDA LECUS

-----

BE IT RESOLVED, that the combination of land being a part of the Southwest 1/4 of Section 1, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin and described as follows:

Parcel No. 1 - Tax Key No. 739-0035, Tumblecreek, SW 1 5 21, Lot 35.

Parcel No. 2 - Tax Key No. 739-0118, Plat of Outlots 1 thru 5 of Tumblecreek Outlot 28.

for Brian & Linda Lecus owner(s) or successor or assigns, having been approved by the City Plan Commission of the City of Franklin, be and the same is hereby approved subject to the following conditions:

None

Introduced this 12th day of September, 1994 by Alderman Thomas as recommended by the City Plan Commission.

Passed and approved at a regular meeting of the Common Council of the City of Franklin held this 12th day of September, 1994.

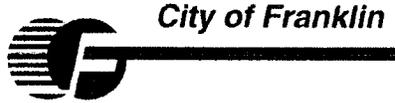
APPROVED:

  
Frederick F. Klimetz, Mayor

ATTEST:

  
James C. Payne, Business Administrator

AYES 6 NOES 0 ABSENT 0



Date of Application 4/4/20

### LAND COMBINATION APPLICATION

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

<b>Property Owner(s)</b> Name(s) <u>Zachary Pawlowski</u> <u>Lauren Pawlowski (Chmelowski)</u> Mailing Address <u>6932 S Tumblecreek Dr</u> City / State <u>Franklin</u> Zip <u>53132</u> Phone <u>815 603 1558</u> Email Address <u>Zachary.pawlowski@gmail.com</u>	<b>(Full Legal Name(s))</b>	<b>Applicant is Represented by (contact person)</b> Name <u>Zachary Pawlowski</u> Company _____ Mailing Address <u>6932 S Tumblecreek Dr</u> City / State <u>Franklin</u> Zip <u>53132</u> Phone <u>815 603 1558</u> Email Address <u>Zachary.pawlowski@gmail.com</u>	<b>(Full Legal Name(s))</b>
<b>Project Property #1 Information</b> Property Address <u>6932 S Tumblecreek Dr</u> Tax Key No <u>739-0037-000</u> Existing Zoning <u>PPD-2 (planned development district)</u> Existing Use <u>Residential</u> Proposed Use <u>Residential</u> Future Land Use Identification <u>Residential</u>	<b>Project Property #2 Information</b> Property Address <u>6932 S Tumblecreek Dr (O/L)</u> Tax Key No <u>739-0120-000</u> Existing Zoning <u>PPD-2 (planned development district)</u> Existing Use <u>Residential</u> Proposed Use <u>Residential</u> Future Land Use Identification <u>Residential</u>		

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

Land Combination 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  \$400
- Legal Description for the subject properties (WORD doc or compatible format)
- Seven (7) copies of a boundary survey of the parcels to be combined graphically showing the relationship to street access and to adjoining properties
- Email (or CD ROM) with all plans/submittal materials (where applicable) *Plans must be submitted in both Adobe PDF and AutoCAD compatible format.*

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- Review and consideration of Land Combination approvals shall be in accordance with Section 15-9 0312(B) of the Unified Development Ordinance
- Requests require Plan Commission review and Common Council approval
- Final document will be recorded by the City Clerk's Office with Milwaukee County Register of Deeds

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).*

Zachary Pawlowski  
 Signature Property Owner  
 Name & Title (PRINT)  
 Date 4/4/20

Zachary Pawlowski  
 Signature Applicant  
 Name & Title (PRINT)  
 Date 4/4/20

Lauren Pawlowski  
 Signature Property Owner  
 Name & Title (PRINT)  
 Date 4/4/20

\_\_\_\_\_  
 Signature Applicant's Representative  
 Name & Title (PRINT)  
 Date \_\_\_\_\_

October 21st 2019

# PLAT OF SURVEY

Survey No 19-5115

## LOCATION

6932 S Tumble Creek Dr Franklin Wisconsin

## PREPARED FOR/OWNER

Zachary D & Lauren M Pawlowski

## LEGAL DESCRIPTION

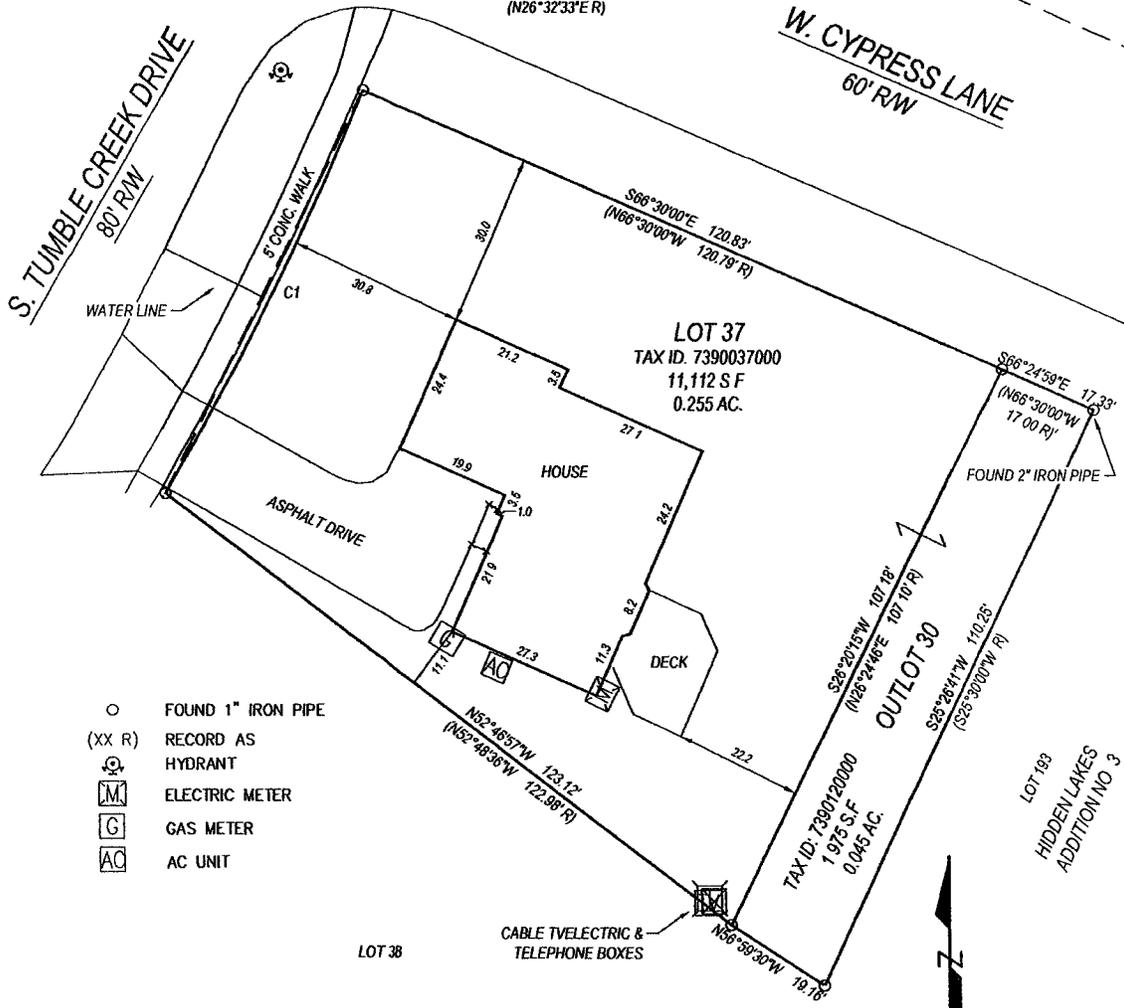
Lot 37 of Tumblecreek, being a Subdivision of a part of the Southwest 1/4 of the Southwest 1/4 of Section 1 Township 5 North Range 21 East in the City of Franklin Milwaukee County Wisconsin

AND

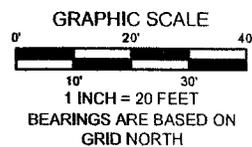
Outlot 30 of Plat of Outlots 1 through 5 of Tumblecreek.

TAX ID 739-0037-000 & 739-0120-000

C1  
 L = 78.02'  
 R = 570.00'  
 $\Delta = 7^{\circ}50'31"$   
 C.L. = 77.96'  
 L.C.B. = N26°30'17"E  
 (N26°32'33"E R)

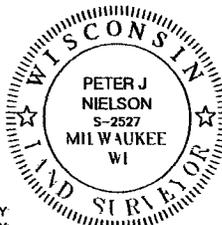


- FOUND 1" IRON PIPE
- (XX R) RECORD AS
- ⊕ HYDRANT
- Ⓜ ELECTRIC METER
- ⓐ GAS METER
- ⓐ AC UNIT



**LYNCH & ASSOCIATES**  
 5482 S WESTRIDGE DRIVE  
 NEW BERLIN WI 53151  
 (262) 402-5040  
 440 MILWAUKEE AVENUE  
 BURLINGTON WI 53185  
 (262) 248-3697

DRAWING BY  
FIELD WORK BY



I have surveyed the above-described property and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all structures thereon, fences, apparent easements and roadways, and visible encroachments if any.

No title commitment or results of a title search were provided to this office pertaining to this survey. This Plat Of Survey may not reflect assessments of record, encumbrances, restrictions, ownership, title evidence, or other facts that a current and accurate title search may disclose.

This survey is made for the exclusive use of the present owners of the property, and also those who purchase, mortgage, or insure the title thereto within one (1) year from date hereof, and as to them I warrant the accuracy of said survey map.

*Peter J. Nielson*  
 PETER J. NIELSON PROFESSIONAL LAND SURVEYOR, S-252

Legal Description: Looking to combine the following.

Lot 37 of Tumblecreek, being a Subdivision of a part of the Southwest 1/4 of the Southwest 1/4 of Section 1, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, WI.

AND

Outlot 30 of Plat of Outlots 1 through 5 of Tumblecreek.

TAX ID. 739-0037-0000 & 739-0120-000

## MEMORANDUM

Date: May 5, 2020  
To: Zachary and Lauren Pawlowski  
From: Department of City Development  
RE: Land Combination for 6932 S Tumblecreek Drive.

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Please be advised that City Staff have reviewed the above application. Department comments are as follows for the Land Combination application submitted on April 7, 2020.

### **City Development Department comments**

1. The Department of City Development has no issues with this request.

### **Engineering Department comments**

2. This is okay- I don't see any easement. If easement exist in this area they still need to follow the restriction of the easement. Also, the lots that they are combining must be the same owner.

### **Fire Department Comments**

3. The fire department has no comments.

### **Police Department Comments**

4. The Police Department has no objection to this request.

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<p><b>APPROVAL</b></p> <p><i>slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>June 2, 2020</p>
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<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p>Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin</p>	<p><b>ITEM NUMBER</b></p> <p>6.5.</p>
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An agreement regarding the above was approved by the Common Council at its meeting on February 17, 2020. Due to the ongoing Corona Virus pandemic, the Convention has currently been rescheduled from July to August. Milwaukee has prepared a redraft of the Agreement previously approved, which provides for such change of date(s) and also that the Federal funding grant conditions be changed, in essence to provide and address that such grant funding has been awarded. A copy of the red-lined redraft and exhibit thereto from the Milwaukee City Attorney's Office is annexed hereto.

**COUNCIL ACTION REQUESTED**

A motion to approve and authorize the execution of an Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, with the understanding of and conditioned upon the fact that this agreement is in lieu of and/or replaces the agreement for the same subject matter and purpose as previously approved by the Common Council on February 17, 2020.

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

City of Franklin

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

**1. Definitions.**

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

“Agency” is defined in the introductory paragraph of this Agreement.

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

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

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

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

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

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

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

“Convention” means the 2020 Democratic National Convention scheduled to take place from ~~August 17 to 20~~ ~~July 13 to 16~~, 2020, for which the City has been selected as the host city.

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

“Convention Security Period” means the time period set forth in the Security Plan during which Agency’s law enforcement services are required to supplement the City’s law enforcement services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately ~~August 14, 2020 through August 21, 2020~~ ~~July 10, 2020 through July 20, 2020~~.

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

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

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

“In Writing” means a written document signed by the City MPD Commanding Officer(s) utilizing forms attached hereto as Exhibit D. PDF signatures are acceptable. E-mail authorizations are “In Writing” only if the email originates from the official City email account (@milwaukee.gov) of one of the individuals specified in this paragraph.

Text messages, Facebook messages, and similar social media messaging messages are not “In Writing” and should not be used for official purposes.

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

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

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

“Parties” means the City and Agency, collectively.

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

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

“USSS” means the United States Secret Service.

## **2. Authority.**

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

2.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute,

ordinance, resolution, or other official action of the Party's governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.

### **3. Background.**

3.1. The City has been designated as the host city of the Convention by the DNC, to be held ~~August 17 to 20~~ ~~July 13 to 16~~, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

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

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

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

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

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

### **4. Organizational Structure.**

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

4.2. City MPD is the Lead Local Law Enforcement Agency. City MPD is the lead local law enforcement agency for purposes of Convention security and law enforcement. City MPD Commanding Officer, or his/her designee, will communicate the

specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MPD as necessary, or upon request of Agency.

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

## **5. Agency Responsibilities.**

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

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

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

5.4. Agency Personnel “On Duty.” If required by the assignments provided to Agency by the City MPD Commanding Officer, Agency Personnel shall be placed in an “on duty” status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MPD presently expects to provide a tactical operating and briefing manual to Agency Personnel as they arrive in the City, which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

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

5.6. [Intentionally left blank.]

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

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

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

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

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

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

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

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

5.9. Agency Personnel Equipment.

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

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

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

5.10. City MPD Can Decline Agency Personnel. At any time during the term of this Agreement, City MPD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City

MPD declines assignment or deployment of Agency Personnel due to no fault of Agency or Agency Personnel, City MPD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7. of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may recall its Agency Personnel in accordance with the termination procedures set forth in Section 14. of this Agreement.

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

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

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

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

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

## 7. **Payment Terms.**

7.1. **Costs Covered.** City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either through assignments, as set forth herein, or otherwise In Writing utilizing Exhibit D, and (2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. ~~Upon the City receiving the federal grant described in Section 7.4., below, Exhibit B may be updated to match the then current federal regulations for the federal grant. The City expects to be awarded the federal grant in early 2020. Any costs incurred by Agency prior to receiving pre-approval pursuant to subsection 7.1.1. of this Section 7.1, are incurred at Agency's own risk.~~

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

7.1.2. *Approved Expenses.* City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least two months before the Convention

Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-exceed. The City shall not unreasonably deny Agency's requests; however, the decision of the City MPD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on City's not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized In Writing by City.)

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

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

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

## **8. Law Enforcement Procedures.**

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

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

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

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

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

**11. Independent Contractor.**

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

11.2. Agency Personnel Remain Employees of Agency. Except to the extent covered by reimbursement by City compensation for Agency Personnel specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime

earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency shall be responsible for the payment of any compensation or death benefits to Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement. City shall reimburse Agency for those expenses to the extent required by state law.

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

## **12. Liability.**

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

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

## **13. Records.**

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

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

of the form of that record or data, *i e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

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

13.4. Wisconsin Public Records Law. Both Parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et seq.* Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the federal grant described in Section 7.4. of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Nothing in this Section 13.4. should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

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

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

#### **14. Early Termination.**

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

14.2. Termination by Agency.

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

14.2.2. Agency may terminate this Agreement on or after ~~May~~ March 1, 2020, only upon the occurrence of an Agency Emergency Event, including continuation of emergency orders in Agency's jurisdiction related to the COVID-19, or coronavirus, pandemic. If Agency terminates prior to the Convention Security Period, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement. If Agency terminates during the Convention Security Period, City shall pay to Agency only those costs, funds, or other payments for work performed by Agency prior to the moment of termination.

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

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

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

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

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

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

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

With courtesy copies which shall not constitute notice to:

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

and

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

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

**17. Additional Provisions.**

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

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

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

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

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

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

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

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

17.9. Nondiscrimination. It is the City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee

Code of Ordinances Section 109-9. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

***SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)***

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

**CITY OF MILWAUKEE**

\_\_\_\_\_  
Alfonso Morales, Chief of Police

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
~~Martin Matson~~ Aycha Sawa, City Comptroller

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Authorizing Resolution: 1911932 & 191826

Approved as to Form and Execution:

\_\_\_\_\_  
Office of the City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF FRANKLIN**

By: \_\_\_\_\_  
Stephen R. Olson

Its: Mayor

By: \_\_\_\_\_  
Sandra L. Wesolowski

Its: City Clerk

Dated this \_\_\_\_\_ day of February, 2020.

1077-2018-1850:265094



**Exhibit B**

(Electronic version available from Captain Derrick Harris, [dharris@milwaukee.gov](mailto:dharris@milwaukee.gov))

**Exhibit C**

(Electronic version available from Captain Derrick Harris, [dharris@milwaukee.gov](mailto:dharris@milwaukee.gov))

## Exhibit D

### Additional Expenditure Authorization Form - "In Writing"

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

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



**EXHIBIT C**

**2020 Democratic National Convention  
DNC Reimbursement Request Form**



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

Personnel Costs																		
	Number of Personnel	Total Regular Hours	Total Overtime Hours	Total Regular Cost	Total Overtime Cost	Total Regular and Overtime Cost												
				\$ -	\$ -	\$ -												
<p style="text-align:center;"><b>Three sets of documentation are required.</b></p> <p>a. Outside Agency Tracking Form. These forms were signed off on by the personnel during the event and in the possession of the City of Milwaukee (City). If you are in possession of any of these timesheets, please provide them to the City as soon as possible.</p> <p>b. Daily work records/work logs, time and attendance records, payroll registers. This includes whatever your typical system is to track payroll. This will be submitted as part of the reimbursement package. These records will be reconciled against the timesheets in order to approve final reimbursement. For this reason, these records should show information such as hourly rates, number of hours worked, total amount of personnel expense, etc.</p> <p>c. Final payroll costs submitted with reimbursement request (Reimbursement of Personnel Costs Worksheet – Outside Agencies and Reimbursement Request Form)</p>						<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Pension Rate</td><td style="text-align:right;">0 00%</td></tr> <tr><td>FICA Rate</td><td style="text-align:right;">0 00%</td></tr> <tr><td>Medicare Rate</td><td style="text-align:right;">0 00%</td></tr> <tr><td>Other Benefits Rate</td><td style="text-align:right;">0 00%</td></tr> <tr><td>Total Fringe</td><td style="text-align:right;">\$</td></tr> <tr><td>Total Wages</td><td style="text-align:right;">\$ -</td></tr> </table>	Pension Rate	0 00%	FICA Rate	0 00%	Medicare Rate	0 00%	Other Benefits Rate	0 00%	Total Fringe	\$	Total Wages	\$ -
Pension Rate	0 00%																	
FICA Rate	0 00%																	
Medicare Rate	0 00%																	
Other Benefits Rate	0 00%																	
Total Fringe	\$																	
Total Wages	\$ -																	

Food/Per Diem Costs (Travel Days only)				
Meals. Travel days will be paid at 75% as stipulated by federal regulations. <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">https://www.gsa.gov/travel/plan-book/per-diem-rates</a>	Number of Officers	Number of Days (Combine To and From Prorated)	Federal Per Diem Food Rate (Travel Days)	Total Cost
Note: Travel day meal per diems will not be reimbursed for outside agencies that are within 100 miles of Milwaukee			\$ 49 50	\$ -

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

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

Total Request for Reimbursement		
<p>All expenses incurred as described in the Intergovernmental Agreement and Estimate Cost Forms (ECF) are eligible for reimbursement. The costs initially provided were estimates and require documentation for final approval and reimbursement.</p> <p>Note: Credit card statements are not considered a valid document for the purposes of reimbursement.</p>	Salary	\$ -
	Per Diem	-
	Transportation	-
	<b>Total Cost</b>	<b>\$ -</b>

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

Bryan Rynders 414-286-8524	Rhonda Kelsey 414-286-3639
Aaron Robinette 414-286-2340	Andrea Fowler 414-286-5563

<p><b>APPROVAL</b></p> <p><i>slu</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>June 2, 2020</p>
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<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p>Intergovernmental Agreement for Fire &amp; Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin</p>	<p><b>ITEM NUMBER</b></p> <p>3.0.</p>
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An agreement regarding the above was approved by the Common Council at its meeting on February 17, 2020. Due to the ongoing Corona Virus pandemic, the Convention has currently been rescheduled from July to August. Milwaukee has prepared a redraft of the Agreement previously approved, which provides for such change of date(s) and also that the Federal funding grant conditions be changed, in essence to provide and address that such grant funding has been awarded. A copy of the red-lined redraft and exhibit thereto from the Milwaukee City Attorney's Office is annexed hereto.

**COUNCIL ACTION REQUESTED**

A motion to approve and authorize the execution of an Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, with the understanding of and conditioned upon the fact that this agreement is in lieu of and/or replaces the agreement for the same subject matter and purpose as previously approved by the Common Council on February 17, 2020.

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

City of Franklin

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

**1. Definitions.**

“Agreement” means this Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

“Agency” is defined in the introductory paragraph of this Agreement.

“Agency Commanding Officer” means the member of Agency Personnel designated by Agency to receive assignments from the City MFD Commanding Officer and to coordinate Agency Personnel in such a manner as to carry out those assignments. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

“Agency Personnel” means any and all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency’s obligations under this Agreement. “Agency Personnel” includes firefighters, EMTs, paramedics, HazMat team members and other fire and rescue personnel employed by the Agency that are licensed or certified to perform such work according to Wisconsin state law and the local laws of the Agency.

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

“City” is defined in the introductory paragraph of this Agreement. “City” includes City MFD.

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

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

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

“Convention” means the 2020 Democratic National Convention scheduled to take place August 17 to 20~~July 13 to 16~~, 2020, for which the City has been selected as the host city.

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

“Convention Security Period” means the time period set forth in the Security Plan during which Agency’s Fire & Other Protection Services are required to supplement the City’s Fire & Other Protection Services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately August 14, 2020 through August 21, 2020~~July 10, 2020 through July 20, 2020~~.

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

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

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

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

“In Writing” means a written document signed by a City MFD Commanding Officer utilizing forms created by City MFD. PDF signatures are acceptable. E-mail

authorizations are “In Writing” only if the email originates from the official City email account (@milwaukee.gov) of one of the individuals specified in this paragraph. Text messages, Facebook messages, and similar social media messaging messages are not In Writing and should not be used for official purposes.

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

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

“Parties” means the City and Agency, collectively.

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

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

“USSS” means the United States Secret Service.

## **2. Authority.**

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

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

## **3. Background.**

3.1. The City has been designated as the host city of the Convention by the DNC, to be held August 17 to 20~~July 13 to 16~~, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

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

3.3. The City, through its City MFD is responsible for coordinating Fire & Other Protection Services in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

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

3.5. Agency's fire department provides Fire & Other Protection Services to the City of Franklin, Wisconsin, under the authority granted by applicable state law.

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

#### **4. Organizational Structure.**

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

4.2. City MFD is the Lead Local Fire Department. City MFD is the lead local fire department for purposes of Convention Security Plan. City MFD Commanding Officer, or his/her designee, will communicate the specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MFD as necessary, or upon request of Agency.

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

ensure that Agency Personnel have been trained on those City MFD Policies before the Convention Security Period. In the event of a conflict between relevant Agency policies and City MFD Policies, Agency will instruct its Agency Personnel to follow City MFD Policies with respect to the services provided by Agency hereunder.

## **5. Agency Responsibilities.**

5.1. Agency Personnel to Participate in Training. Upon reasonable advance written notification from City MFD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MFD, and in conformance with the deadlines specified by City MFD. City MFD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MFD will need to accommodate the schedules of many different agencies.

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

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by the City MFD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MFD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of the City MFD Commanding Officer and the requirements of the Security Plan shall control.

5.4. Agency Personnel "On Duty." If required by the assignments provided to Agency by the City MFD Commanding Officer, Agency Personnel shall be placed in an "on duty" status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MFD presently expects to provide a Field Operations Guide to Agency Personnel as they arrive in the City, which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

5.5. Agency Personnel to Participate in After Action Activities. At the request of the City (including but not limited to City MFD, the Milwaukee Police Department, the City Comptroller or the City Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency's performance under this Agreement or any matter in which Agency Personnel is identified by the Milwaukee Police

Department or Milwaukee City Attorney's Office as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in administrative, criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank]

5.7. Agency Personnel Names to be Sent to City MFD. Agency will provide to City MFD a list of all Agency Personnel that Agency intends to provide under this Agreement at least 4 months before the Convention Security Period. The list shall be provided in the format provided in Exhibit A and shall specify both the regular hourly wage rates and hourly overtime rates of each Agency Personnel with a description attached to Exhibit A that defines the criteria that would trigger the overtime rate to be charged during the Convention Security Period.

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

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

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

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

5.8.4. [Intentionally left blank]

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

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

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

5.9. Agency Personnel Equipment.

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

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

5.9.3. Equipment sent with Agency Personnel shall be limited to equipment issued by Agency for its employees in the normal course. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

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

5.10. City MFD Can Decline Agency Personnel. At any time during the term of this Agreement, City MFD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City MFD declines assignment or deployment of Agency Personnel due to no fault of Agency

or Agency Personnel, City MFD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7. of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may recall its Agency Personnel in accordance with the termination procedures set forth in subsec. 14.2. of this Agreement.

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

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

6.1. Event Training. City agrees that it will provide training for Agency Personnel, as determined necessary by City MFD or USSS.

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

**7. Payment Terms.**

7.1. Costs Covered. City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either through assignments, as set forth herein, or otherwise In Writing utilizing Exhibit D, and (2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. ~~Upon the City receiving the federal grant described in Section 7.4, below, Exhibit B may be updated to match the then-current federal regulations for the federal grant. The City expects to be awarded the federal grant in early 2020. Any costs~~

incurred by Agency prior to receiving pre-approval pursuant to subsection (1), above, are incurred at Agency's own risk.

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

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

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

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

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

## **8. Services and Procedures.**

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

8.2. Activities. Methods employed by the Agency Personnel shall conform to the lawful commands of the City MFD Commanding Officer or his/her designee, City MFD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

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

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

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

**11. Independent Contractor.**

11.1. No Business Association. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

11.2. Agency Personnel Remain Employees of Agency. Except to the extent covered by the reimbursement by City of compensation for Agency Personnel, specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency Personnel remain employees of Agency. Agency shall be responsible for the payment of any compensation or death benefits to Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement and City is not obligated to reimburse Agency for those expenses under the terms of this Agreement.

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

**12. Liability.**

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

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

### **13. Records.**

13.1. [Intentionally Left Blank]

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

13.3. Protected Health Care Information. Agency hereby confirms that it is a “covered entity” for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), and will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

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

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

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

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

#### **14. Early Termination.**

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

14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to ~~March 13~~May 1, 2020 upon a determination that it must do so to meet its own staffing needs. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement on or after ~~March 13~~May 1, 2020, only upon the occurrence of an Agency Emergency Event, including

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

14.2.3. Agency may terminate this Agreement without payment of costs described in subsecs. 14.2.1. and 14.2.2. if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 14 calendar days after the Agency provides City with notice of such failure.

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

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

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

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

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

To the City: Chief Mark Rohlff  
711 West Wells Street  
Milwaukee, WI 53233  
*mrohlff@milwaukee.gov*  
Via email and paper copy sent via U.S. Mail

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

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

Assistant Chief David Votsis  
711 West Wells Street  
Milwaukee, WI 53233  
*dvotsi@milwaukee.gov*

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

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

**17. Additional Provisions.**

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

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

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

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

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

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

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

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

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

***SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)***

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

**CITY OF MILWAUKEE**

\_\_\_\_\_  
Mark Rohlfing, Fire Chief  
Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Martin Matson, City Comptroller  
Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

Authorizing Resolution: 191192

Approved as to Form and Execution:

\_\_\_\_\_  
Office of the City Attorney  
Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF FRANKLIN**

By: \_\_\_\_\_  
Stephen R. Olson, Mayor

By: \_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

Dated this \_\_\_\_ day of February, 2020.

1077-2018-1850.264960



## **Exhibit B**

(Electronic version available from Captain Derrick Harris, [dharris@milwaukee.gov](mailto:dharris@milwaukee.gov))

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

## **Exhibit C**

(Electronic version available from Captain Derrick Harris, [धारri@milwaukee.gov](mailto:धारri@milwaukee.gov))



EXHIBIT C

2020 Democratic National Convention  
DNC Reimbursement Request Form



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

Personnel Costs																		
	Number of Personnel	Total Regular Hours	Total Overtime Hours	Total Regular Cost	Total Overtime Cost	Total Regular and Overtime Cost												
				\$ -	\$ -	\$ -												
<p style="text-align: center;"><b>Three sets of documentation are required.</b></p> <p>a. Outside Agency Tracking Form These forms were signed off on by the personnel during the event and in the possession of the City of Milwaukee (City) If you are in possession of any of these timesheets, please provide them to the City as soon as possible.</p> <p>b. Daily work records/work logs, time and attendance records, payroll registers This includes whatever your typical system is to track payroll. This will be submitted as part of the reimbursement package. These records will be reconciled against the timesheets in order to approve final reimbursement. For this reason, these records should show information such as hourly rates, number of hours worked, total amount of personnel expense, etc.</p> <p>c. Final payroll costs submitted with reimbursement request (Reimbursement of Personnel Costs Worksheet – Outside Agencies and Reimbursement Request Form)</p>						<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Pension Rate</td><td style="text-align: right;">0.00%</td></tr> <tr><td>FICA Rate</td><td style="text-align: right;">0.00%</td></tr> <tr><td>Medicare Rate</td><td style="text-align: right;">0.00%</td></tr> <tr><td>Other Benefits Rate</td><td style="text-align: right;">0.00%</td></tr> <tr><td>Total Fringe</td><td style="text-align: right;">\$ -</td></tr> <tr><td>Total Wages</td><td style="text-align: right;">\$ -</td></tr> </table>	Pension Rate	0.00%	FICA Rate	0.00%	Medicare Rate	0.00%	Other Benefits Rate	0.00%	Total Fringe	\$ -	Total Wages	\$ -
Pension Rate	0.00%																	
FICA Rate	0.00%																	
Medicare Rate	0.00%																	
Other Benefits Rate	0.00%																	
Total Fringe	\$ -																	
Total Wages	\$ -																	

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

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

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

Total Request for Reimbursement		
All expenses incurred as described in the Intergovernmental Agreement and Estimate Cost Forms (ECF) are eligible for reimbursement. The costs initially provided were estimates and require documentation for final approval and reimbursement.  Note: Credit card statements are not considered a valid document for the purposes of reimbursement	Salary	\$ -
	Per Diem	-
	Transportation	-
	Additional Expenses	-
	<b>Total Cost</b>	<b>\$ -</b>

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

Bryan Rynders 414-286-8524	Rhonda Kelsey 414-286-3639
Aaron Robinette 414-286-2340	Andrea Fowler 414-286-5563

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>2/1/1</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">06/02/20</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING ALL OF LOT 84 IN RYAN MEADOWS, LOCATED IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (MILLS HOTEL WYOMING, LLC, APPLICANT) (GENERALLY ON THE EAST SIDE OF MONARCH DRIVE, SOUTH OF CHICORY STREET, AREA COMMONLY KNOWN AS AREA G)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>5.1</i></p>
<p>On May 7, 2020, the Plan Commission carried a motion to recommend approval of this resolution. On May 19, 2020, the Common Council tabled this Certified Survey Map (CSM) request to this meeting. At the same meeting, the Common Council denied a rezoning application for this property, from M-1 Limited Industrial to M-2 General Industrial.</p> <p>According to Wis. Stats. §236.34 the approving authority shall take action to approve, approve conditionally, or reject the CSM and state in writing the conditions of approval or reasons for rejection.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to adopt Resolution No. 2020-_____, conditionally approving a 2 lot certified survey map, being all of Lot 84 in Ryan Meadows, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (generally on the east side of Monarch Drive, south of Chicory Street, area commonly known as area G).</p>		

## RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING ALL OF LOT 84 IN RYAN MEADOWS, LOCATED IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 ALL IN SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (MILLS HOTEL WYOMING, LLC, APPLICANT)  
(GENERALLY ON THE EAST SIDE OF MONARCH DRIVE, SOUTH OF CHICORY STREET, AREA COMMONLY KNOWN AS AREA G)

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WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being all of Lot 84 in Ryan Meadows, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property generally located on the east side of Monarch Drive, south of Chicory Street, area commonly known as Area G, bearing part of Tax Key No. 891-9010-002, Mills Hotel Wyoming, LLC, applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

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

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

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

MILLS HOTEL WYOMING, LLC – CERTIFIED SURVEY MAP  
RESOLUTION NO. 2020-\_\_\_\_\_

Page 2

Code and Ordinance provisions may be amended from time to time.

3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Mills Hotel Wyoming, LLC, successors and assigns, and any developer of the Mills Hotel Wyoming, LLC subdivision of Lot 84 of the Ryan Meadows Subdivision into 2 lots certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Mills Hotel Wyoming, LLC and the subdivision of Lot 84 of the Ryan Meadows Subdivision into 2 lots certified survey map project for the property generally located on the east side of Monarch Drive, south of Chicory Street, area commonly known as Area G: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant shall revise the conservation easement “Wetland 1 – Lot 84 & Outlot 3” to include the shore buffer area for review by the Department of City Development and the City Attorney and approval by the Common Council, prior to the recording of the Certified Survey Map.
7. The applicant shall submit civil plans of the Monarch Drive cul-de-sac for review and approval by the Engineering Department, prior to the recording of the Certified Survey Map.

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

MILLS HOTEL WYOMING, LLC – CERTIFIED SURVEY MAP  
RESOLUTION NO. 2020-\_\_\_\_\_

Page 3

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

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

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

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION**

Meeting of May 7, 2020

**Certified Survey Map**


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**RECOMMENDATION:** City Development Staff recommends approval of the Certified Survey Map application submitted by Bear Development, LLC, subject to the conditions in the draft resolution.

---

<b>Project Name:</b>	Ryan Meadows Lot 84 – Certified Survey Map
<b>Project Location:</b>	Not Assigned/891-9010-002
<b>Property Owner:</b>	Mills Hotel Wyoming
<b>Applicant:</b>	Daniel Szczap. Bear Development, LLC
<b>Current Zoning:</b>	M-1 Limited Industrial District
<b>Proposed Zoning:</b>	M-2 General Industrial District (separate application)
<b>2025 Comprehensive Plan:</b>	Business Park and Areas of Natural Resource Features
<b>Applicant's Action Requested:</b>	Recommendation of approval of the Certified Survey Map.

---

The applicant, Bear Development, LLC, filed a Certified Survey Map to subdivide Lot No. 84 of the Ryan Meadows Subdivision into two separate parcels. Lot 1 has an area of 13.46 acres and Lot 2 has an area of 10.59 acres. The land division request will accommodate the proposed Copart, Inc. Site Plan, which utilizes Lot 2 for the storage of vehicles and an emergency ingress/egress from Monarch Drive.

The applicant submitted this CSM application on March 23, 2020. Pursuant to Wisconsin Statutes §236.34(1m)(f), the approving authority (Common Council) shall take action within 90 days of application submittal unless a time extension is granted by the applicant. The 90-day review time frame expires on June 21, 2020.

There are no current plans for the development of Lot 1, but is anticipated for Business Park/Industrial development.

The subject property is currently zoned M-1 Limited Industrial District; however, the applicant has a Rezoning Application currently under review to change the zoning to M-2 General Industrial District.

**Recommended Motions**

A motion to recommend approval of the Certified Survey Map to the Common Council, subject to the conditions set forth in the attached resolution.

## MEMORANDUM

Date: April 16, 2020/ April 23, 2020  
To: Daniel Szczap. Bear Development, LLC. / Regulo Martinez Montilva  
From: Department of City Development/ Daniel Szczap, Bear Development, LLC  
RE: Application for Certified Survey Map (CSM). / Resubmittal of Lot 84 Certified Survey Map

---

Bear Development, LLC. submitted this CSM application on March 23, 2020, the 90-day review time frame set forth in Wis. Statutes §236.34 (1m)(f) expires on June 21, 2020.

Staff comments are as follows for the Certified Survey Map application, for Lot 84 of Ryan Meadows subdivision:

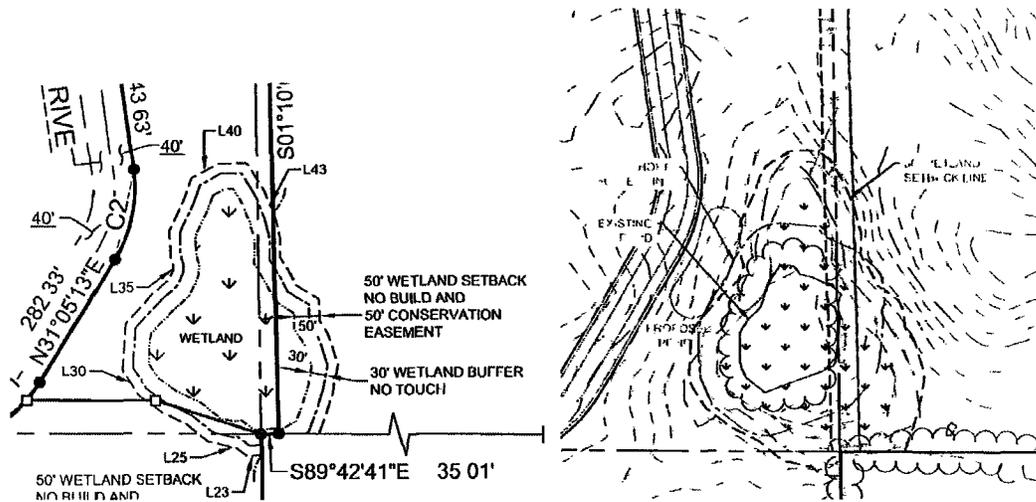
### **City Development Department comments**

1. Per Section 15-7.0702 of the UDO, please show correctly on the face of the CSM, in addition to the information required by § 236.34 of the Wisconsin Statutes, the following:
  - a. Existing and Proposed Contours. Existing and proposed contours at vertical intervals of not more than two (2) feet. Elevations shall be marked on such contours based on National Geodetic Vertical Datum of 1929 (mean sea level). This requirement may be waived if the parcel(s) created are fully developed.  
Existing and proposed contours have been added to the Certified Survey Map per Section 15-7.0702 of the UDO
  - b. Owner, Subdivider, Land Surveyor. Name and address of the owner, Subdivider, and Land Surveyor. – It is recommended that the owner/subdivider label on Sheet 5 be moved to Sheet 1.  
Owner/Subdivider information has been moved to Page 1 per the City's request.
  - c. Existing Zoning. The Certified Survey Map shall indicate on its face the current zoning and zoning boundary lines of all parcels, lots or outlots proposed to be created by the Certified Survey Map. – Please label the zoning districts of each parcel.  
Existing zoning classifications have been included on the face of the CSM
2. The temporary turnaround at the end of Monarch Drive shall be removed and replaced with a cul-de-sac to be consistent with the Copart, Inc. development proposal. The cul-de-sac must meet City standards, which includes an island. Note that if any land is being dedicated to the City to accommodate the cul-de-sac design, the CSM must also be revised to note the 'dedication accepted' language under the City of Franklin Common Council Approval section of the CSM. Adequate land area has been provided as right of way dedication to accommodate a City cul-de-sac. The design of the cul-de-sac has been previously discussed with City Engineering. Full design plans of the cul-de-sac will follow approval of the CSM.
3. Sheet 3 does not show the 30-foot wetland buffer, which is shown on Sheet 2. Please include the 30-foot Buffer notation throughout the CSM.  
The 30-foot wetland buffer has been added at the request of the City

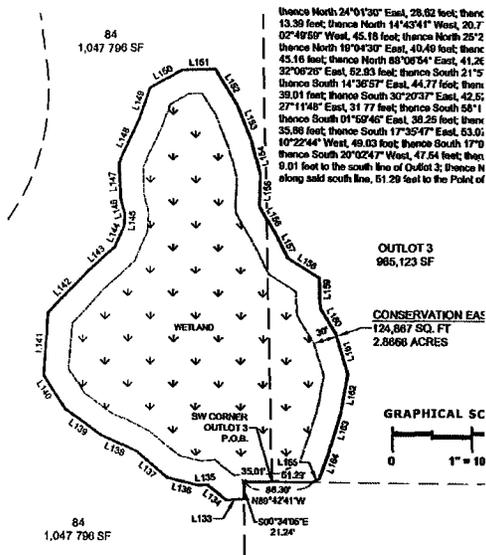
4. Please revise the Mayor's name to Stephen R. Olson.  
Corrected
5. As previously discussed, Lot 2 must be combined to the other Copart, Inc. site if utilized for that same development. Again, all plats, CSMs, and land transfers to create the parcel presented for the Copart, Inc. development must be completed prior to the issuance of a Certificate of Occupancy. Noted The combination will be completed after the Copart approvals have been granted.
6. The proposed CSM and one of the conservation easements for Lot No. 84 does not appear to include the Shore Buffer as shown on the NRPP. See below. This CSM and easement must be revised accordingly to show the full extent of the protected area, including the Shore Buffer. The revised CSM depicts the full extent of protected areas The Conservation Easement will be revised accordingly

Proposed Certified Survey Map

NRPP Map



Conservation Easement



**Engineering Department comments**

7. Add the recording information of Ryan Meadows subdivision to the header of this proposal.  
Recording information is included in the legal description
8. Indicate in this proposal the sentence "Lot 1 & 2 are served by Public Sewer and Water."  
Language added
9. Show the section corners coordinates, at least two corners.  
Completed
10. Show the dedication of the right of way by the cul-de-sac of Monarch Drive.  
Completed
11. Remove the word "Temporary Turn Around Easement" as this will be a dedicated for public road right of way.  
Completed
12. The legal description needs to be adjusted to reflect the dedication of the right of way.  
Completed
13. Under the Owner Certificate, insert the word after the Wisconsin Statutes " and the Unified Development
14. Ordinance Division-15 of the City of Franklin".  
Language added
- 15 Under the Common Council Approval, insert the word after Approved " and the dedication accepted".  
Language added

Note: The Engineering comments may be revised to reflect comments from the Milwaukee County.

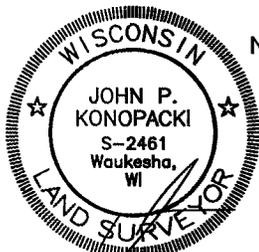
**Milwaukee County comments**

See attached letter.

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North, Range 21 East, City of Franklin Milwaukee County Wisconsin

SEE SHEET 7 FOR  
BOUNDARY  
CURVE TABLE  
AND NOTES



REVISED  
APRIL 23, 2020  
MARCH 16, 2020

**CHICORY STREET**  
(PUBLIC R.O.W.)

LOT 83  
RYAN MEADOWS  
OWNER, STRAUSS  
INVESTMENTS LLC  
ZONED M1

LOT 1  
586,423  
SQ FT  
13,4624  
ACRES

**MONARCH DRIVE**  
(PUBLIC R.O.W.)

NW CORNER NE 1/4 SEC 30 T5N R21E  
N=324 097.27 E=2 520 162.66  
(FOUND CONC MON W/ BRASS CAP)  
(WISCONSIN STATE PLANE CO-ORDINATE SYSTEM SOUTH ZONE)

OUTLOT 3  
RYAN MEADOWS  
OWNER, RYAN MEADOWS  
HOMEOWNERS  
ASSOCIATION  
ZONED R6

- LEGEND:**
- Denotes Found 1" Iron Pipe
  - Denotes Found 3/4" Iron Rod
  - Denotes Set 3/4" X 18" Iron Rebar 150 LBS./FT
  - ↘ Denotes Wetland
  - (R) Denotes Recorded As'
  - D Denotes Dedicated See Sheet II for Detail

NW CORNER SW 1/4  
SW CORNER NW 1/4  
SEC 30 T5N R21E  
(FOUND CONC MON  
W/ BRASS CAP)

SE CORNER NE 1/4  
SEC 30 T5N, R21E  
(FOUND CONC MON  
W/ BRASS CAP)

((R) N89°20'00"W (CSM 975)  
S89°42'41"E 2645.59'  
SOUTH LINE OF THE NE 1/4  
SEC 30 T5N R21E

N53°44'29"E  
201.16'  
N89°39'32"W 2671.72'  
SOUTH LINE OF THE NW 1/4  
SEC 30 T5N R21E

NORTH LINE OF THE SW 1/4  
SEC 30 T5N R21E  
S00°34'08"E  
98.50'

LOT 2  
452,797 SQ FT  
10,3948  
ACRES

PARCEL 1  
CSM NO 975  
OWNER SINGH  
ZONED R2

Owner/Subdivider  
MILLS HOTEL WYOMING LLC  
4011 80th Street  
Kenosha WI 53142  
(262) 842-0484

UNPLATTED LANDS  
OWNER MATHSON  
ZONED R2

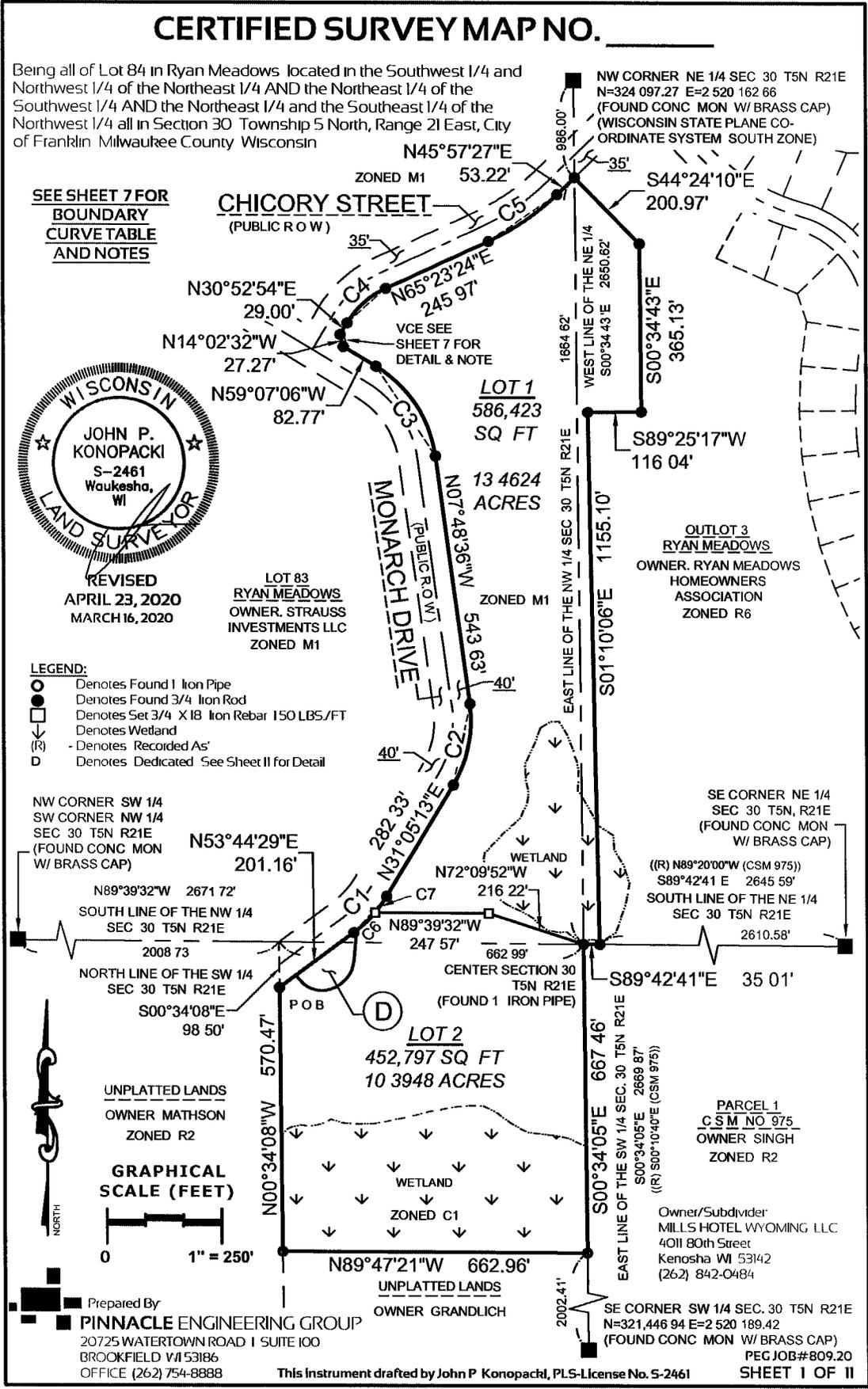
GRAPHICAL  
SCALE (FEET)

0 1" = 250'

Prepared By  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD I SUITE 100  
BROOKFIELD WI 53186  
OFFICE (262) 754-8888

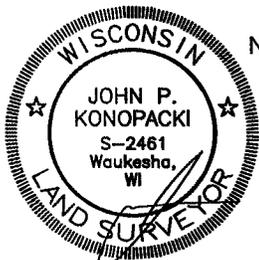
This Instrument drafted by John P. Konopacki, PLS-License No. 5-2461

SE CORNER SW 1/4 SEC. 30 T5N R21E  
N=321,446.94 E=2 520 189.42  
(FOUND CONC MON W/ BRASS CAP)  
PEG JOB# 809.20  
SHEET 1 OF 11



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

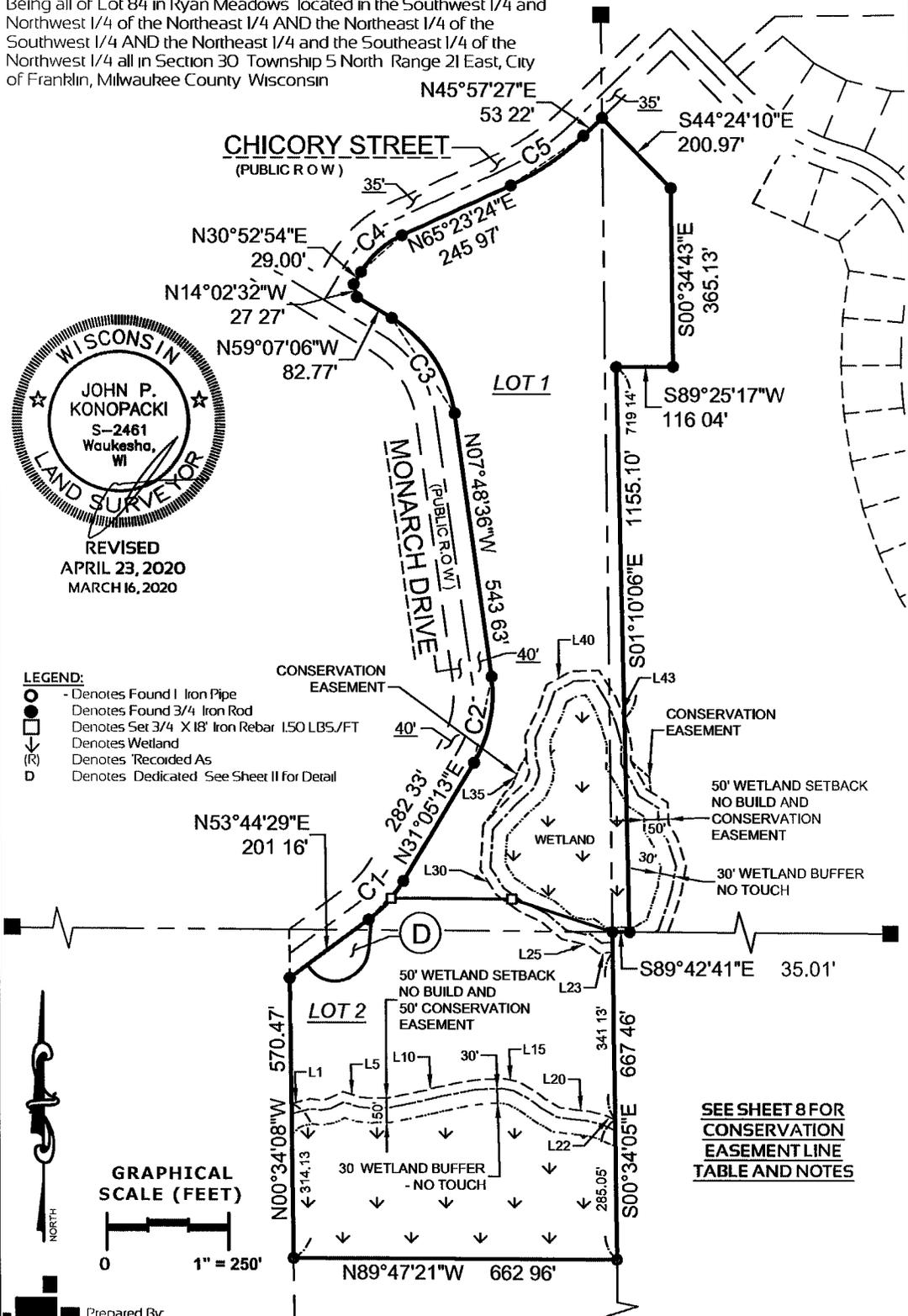
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REVISED  
APRIL 23, 2020  
MARCH 16, 2020

**LEGEND:**

- - Denotes Found 1 Iron Pipe
- - Denotes Found 3/4 Iron Rod
- - Denotes Set 3/4 X 18' Iron Rebar 150 LBS/FT
- (W) - Denotes Wetland
- (R) - Denotes Recorded As
- D - Denotes Dedicated See Sheet II for Detail



GRAPHICAL SCALE (FEET)

0 1" = 250'

SEE SHEET 8 FOR  
CONSERVATION  
EASEMENT LINE  
TABLE AND NOTES

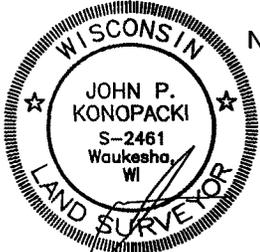
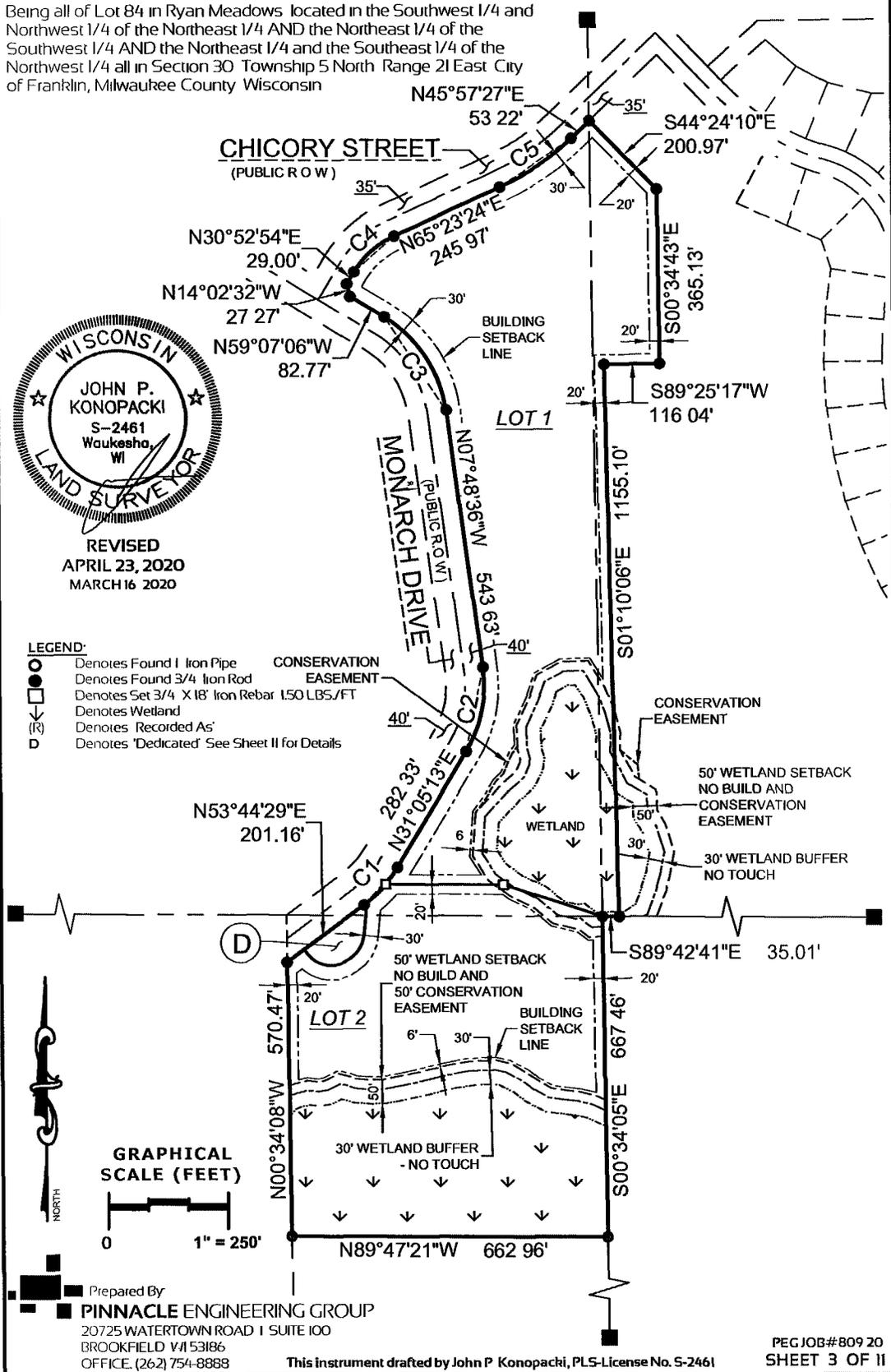
Prepared By  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD WI 53186  
OFFICE (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB# 809.20  
SHEET 2 OF 11

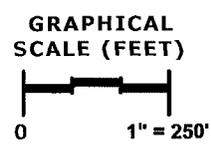
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Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East City of Franklin, Milwaukee County Wisconsin



REVISED  
APRIL 23, 2020  
MARCH 16, 2020

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  - Denotes Found 3/4" Iron Rod
  - Denotes Set 3/4" X 18" Iron Rebar 150 LBS./FT.
  - ⊞ Denotes Wetland
  - ⊞ Denotes Recorded As
  - D Denotes 'Dedicated' See Sheet II for Details



Prepared By  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD 1 SUITE 100  
BROOKFIELD WI 53186  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB# 809 20  
SHEET 3 OF 11

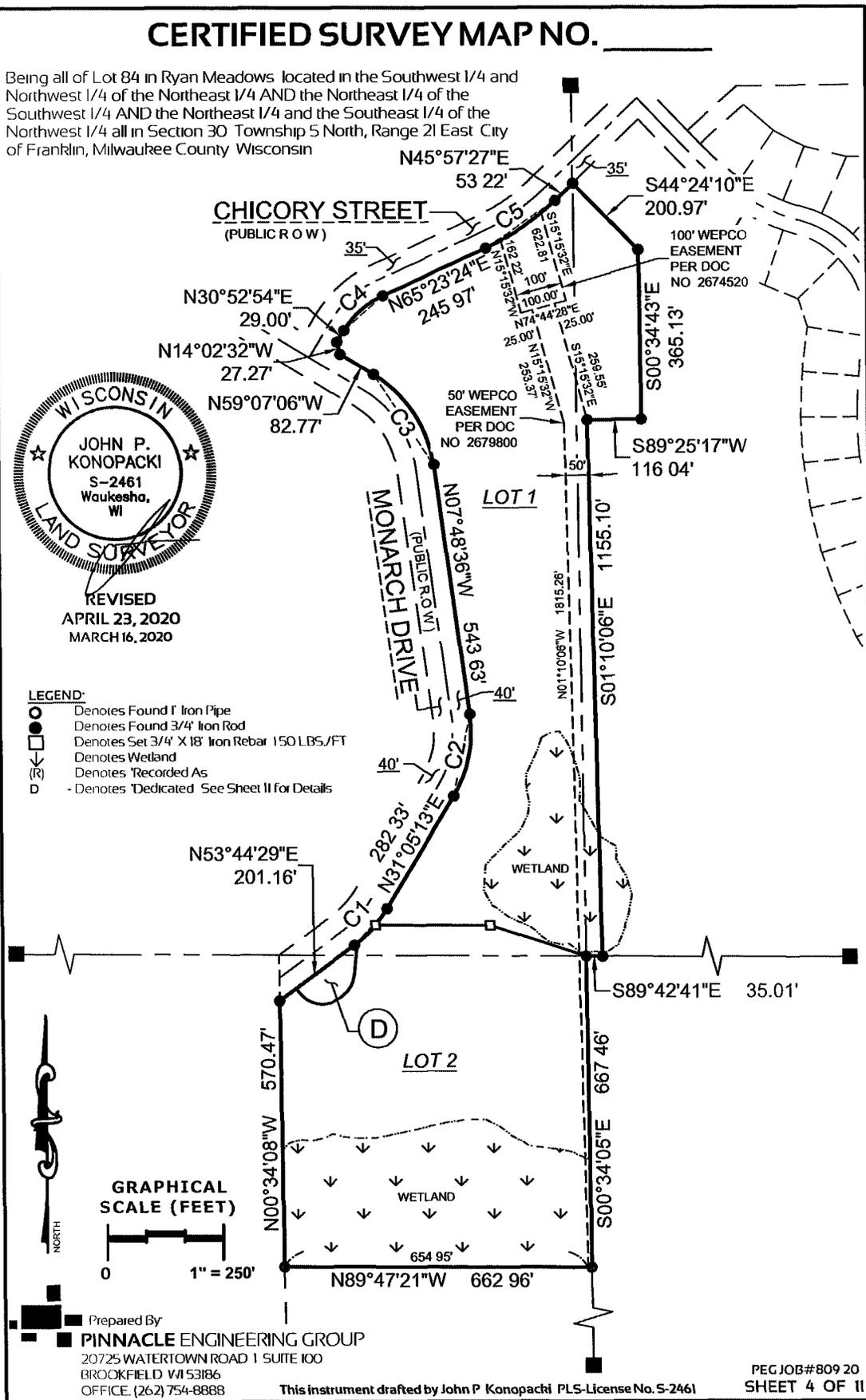
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North, Range 21 East City of Franklin, Milwaukee County Wisconsin



REVISED  
APRIL 23, 2020  
MARCH 16, 2020

- LEGEND:**
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  - ⊞ Denotes Wetland
  - Ⓡ Denotes Recorded As
  - D Denotes Dedicated See Sheet II for Details



Prepared By  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD 1 SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki PLS-License No. S-2461

PEG JOB#809 20  
SHEET 4 OF 11

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North Range 21 East, City of Franklin, Milwaukee County Wisconsin

**CHICORY STREET**  
(PUBLIC R O W)

**MONARCH DRIVE**  
(PUBLIC R O W)

**LOT 1**  
586,423  
SQ FT.  
13 4624  
ACRES

**LOT 2**  
452,797 SQ FT  
10 3948  
ACRES



REVISED  
APRIL 23, 2020  
MARCH 16 2020

- LEGEND:**
- Denotes Found 1" Iron Pipe
  - Denotes Found 3/4" Iron Rod
  - Denotes Set 3/4" X 18" Iron Rebar 150 LBS/FT
  - ↘ Denotes Wetland



**GRAPHICAL SCALE (FEET)**

0 1" = 250'

**EXISTING TOPOGRAPHY**

Vertical Datum National Geodetic Vertical Datum of 1929 (NGVD29) Contours are shown at a 2' interval based on actual ground survey of the current ground terrain Reference Benchmark. Concrete monument with brass cap at the Northwest corner of the Northeast 1/4 Section 30, Town 5 North, Range 21 East, Elevation = 803 18

Prepared By  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888

This Instrument drafted by John P. Konopacki, PLS-License No. 5-2461

PEG JOB# 809.20  
SHEET 5 OF 11

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East, City of Franklin Milwaukee County Wisconsin.

**CHICORY STREET**  
(PUBLIC R.O.W.)

**MONARCH DRIVE**  
(PUBLIC R.O.W.)

**LOT 1**

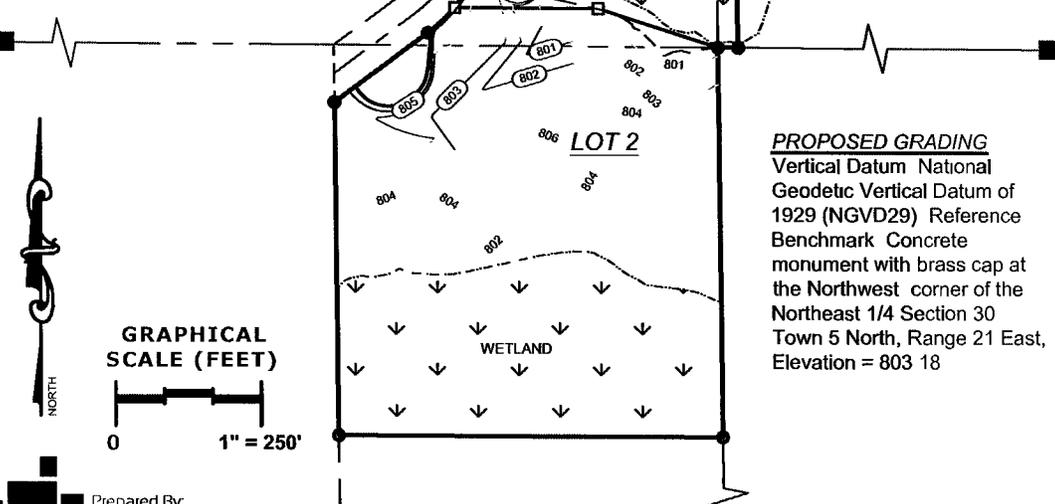
**LOT 2**



REVISED  
APRIL 23, 2020  
MARCH 16, 2020

**LEGEND:**

- Denotes Found 1" Iron Pipe
- Denotes Found 3/4" Iron Rod
- Denotes Set 3/4" X 18" Iron Rebar 150 LBS./FT.
- ↓ Denotes Wetland
- 800 — Denotes Existing Contour
- ⊖ 800 ⊕ Denotes Proposed Contour



**PROPOSED GRADING**  
Vertical Datum National Geodetic Vertical Datum of 1929 (NGVD29) Reference Benchmark Concrete monument with brass cap at the Northwest corner of the Northeast 1/4 Section 30 Town 5 North, Range 21 East, Elevation = 803.18

Prepared By  
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BROOKFIELD WI 53186  
OFFICE: (262) 754-8888

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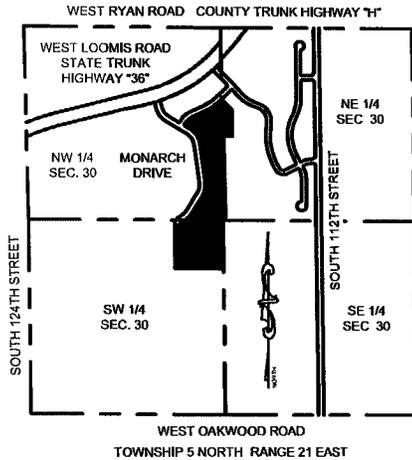
PEG JOB#809 20  
SHEET 6 OF 11

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

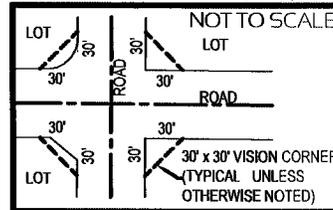
Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East City of Franklin Milwaukee County, Wisconsin

BOUNDARY CURVE TABLE							
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	106.76'	270.00'	022°39'16"	N42°24'51"E	106.06'	N53°44'29"E	N31°05'13"E
C2	183.30'	270.00'	038°53'49"	N11°38'18"E	179.80'	N31°05'13"E	N07°48'36"W
C3	241.78'	270.00'	051°18'30"	N33°27'51"W	233.79'	N07°48'36"W	N59°07'06"W
C4	114.43'	190.00'	034°30'30"	N48°08'09"E	112.71'	N30°52'54"E	N65°23'24"E
C5	181.45'	535.00'	019°25'57"	N55°40'26"E	180.58'	N85°23'24"E	N45°57'27"E
C6	56.55'	270.00'	012°00'00"	N46°14'44"E	56.45'	N52°14'44"E	N40°14'44"E
C7	43.16'	270.00'	009°09'31"	N35°39'59"E	43.11'	N40°14'44"E	N31°05'13"E

### VICINITY SKETCH SCALE 1"=2000'



### CITY OF FRANKLIN VISION CORNER EASEMENT DETAIL (VCE)

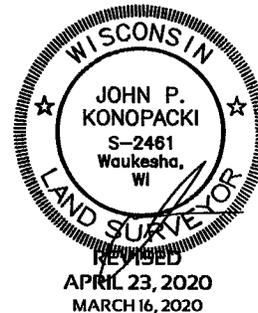


### NOTES

- 1 Flood Zone Classification The property lies within Zone 'X' of the Flood Insurance Rate Map Community Panel No. 55079C0206E AND 55079C0205E dated SEPTEMBER 26 2008. Zone 'X' areas are determined to be outside the 0.2% annual chance floodplain.
- 2 Bearings referenced to the Wisconsin State Plane Coordinate System South Zone (N.A.D. 1927). The north line of the Northeast 1/4 of Section 30 Township 5 North Range 21 East bears S89°44'26"E.
- 3 Wetlands delineated by Heather D. Patti, PWS - Senior Wetland Ecologist, Project Manager, R.A. Smith National, Inc. on December 8, 2014.
- 4 VISION CORNER EASEMENTS: No Obstructions Permitted. No visual obstructions such as structures, parking, or vegetation shall be permitted between the heights of 2.5 feet and 10 feet above the plane through the mean curb grades within the Vision Corner Easement.
- 5 Lot 1 and Lot 2 are served by Public Sewer and Water.
- 6 Temporary Turn Around Easement shown on the recorded plat of Ryan Meadows on Lot 2 of this Certified Survey Map to be vacated via separate document.

Prepared By  
**PINNACLE ENGINEERING GROUP**  
 20725 WATERTOWN ROAD | SUITE 100  
 BROOKFIELD, WI 53186  
 OFFICE (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. 5-2461



PEG JOB#809.20  
 SHEET 7 OF 11

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North Range 21 East, City of Franklin Milwaukee County Wisconsin

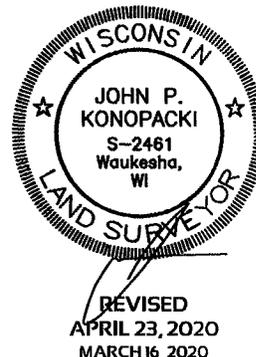
## 50' CONSERVATION EASEMENT

LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	N75°22'21" E	39.14
L2	S83°24'58" E	22.94
L3	N81°01'31" E	12.95'
L4	N64°22'19" E	35.35
L5	S72°46'48" E	38.10'
L6	S84°45'14" E	19.51'
L7	N89°55'05" E	35.37'
L8	N78°42'05" E	35.25'
L9	N78°13'06" E	34.92'
L10	N76°36'18" E	38.42'
L11	N78°25'24" E	42.12'
L12	N80°05'35" E	32.68'
L13	N86°06'12" E	30.49'
L14	N88°33'35" E	28.34'
L15	S78°35'50" E	28.25'
L16	S61°51'16" E	43.50'
L17	S51°40'09" E	26.71'
L18	S60°48'43" E	32.81'
L19	S82°18'03" E	25.35'
L20	S83°46'43" E	34.76'
L21	S76°59'19" E	32.39'
L22	S65°37'25" E	23.62'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L23	S85°51'26" W	29.14'
L24	N52°02'25" W	30.19'
L25	S85°12'42" W	5.62'
L26	N76°55'48" W	47.86'
L27	N49°54'31" W	53.03'
L28	N64°32'14" W	50.77'
L29	N54°16'58" W	57.16'
L30	N32°49'08" W	60.42'
L31	N03°52'01" E	91.68'
L32	N35°53'42" E	38.67'
L33	N31°25'06" E	39.65'
L34	N47°16'20" E	22.14'
L35	N21°59'20" E	43.89'
L36	N33°40'08" W	23.04'
L37	N02°49'59" W	42.67'
L38	N25°21'49" E	65.72'
L39	N19°04'30" E	47.01'
L40	N60°46'28" E	57.64'
L41	N88°06'54" E	57.62'
L42	S32°06'26" E	66.20'
L43	S21°57'55" E	45.18'

**NOTES**

- 1 CONSERVATION EASEMENT RESTRICTIONS
  - No construction or placement of buildings or any structure
  - No construction or any improvements unless notwithstanding covenant 1 above the improvement is specifically and previously approved by the Common Council of the City of Franklin upon the advice of such other persons entities and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage and the like
  - No excavation, dredging grading mining drilling or change the topography of the land or its natural condition in any manner including any cutting or removal of vegetation except for the removal of dead or diseased trees, with the exception of limited grading within the wetland setback area as defined by the City of Franklin Unified Development Ordinance. Grading within the wetland setback is limited to the grading shown in the approved Final Engineering Plans for the Strauss Brands Facility development.
  - No filling dumping or depositing of any material whatsoever including but not limited to soil yard waste or other landscape materials ashes, garbage or debris
  - No planting of any vegetation not native to the protected property or not typical wetland vegetation
  - No operating snowmobiles dune buggles motorcycles all-terrain vehicles or any other types of Motorized vehicles



Prepared By  
**PINNACLE ENGINEERING GROUP**  
 20725 WATERTOWN ROAD | SUITE 100  
 BROOKFIELD WI 53186  
 OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#809 20  
**SHEET 8 OF 11**

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East City of Franklin Milwaukee County, Wisconsin

## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
WAUKESHA COUNTY) SS

I, John P. Konopacki Professional Land Surveyor do hereby certify

That I have surveyed mapped and divided Lot 84 in Ryan Meadows as recorded in the Register of Deeds office for Milwaukee County as Document No. 10962414 located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East, City of Franklin Milwaukee County Wisconsin, described as follows.

Commencing at the southwest corner of the Northwest 1/4 of said Section 30:  
Thence South 89°39'32" East along the south line of said Northwest 1/4 and then along a south line of Ryan Meadows a recorded subdivision, 2008.73 feet to the north right of way line of Monarch Drive and a west line of said Ryan Meadows  
Thence South 00°34'08" East along said west line of Ryan Meadows 98.50 feet to the south right of way line of Monarch Drive and the Point of Beginning

Thence North 53°44'29" East along said south right of way line 201.16 feet to a point of curvature  
Thence northeasterly 106.76 feet along the arc of said curve to the left and said right of way line whose radius is 270.00 feet and whose chord bears North 42°24'51" East, 106.06 feet,  
Thence North 31°05'13" East along said right of way line 282.33 feet to a point of curvature:  
Thence northeasterly 183.30 feet along the arc of said curve to the left and said right of way line whose radius is 270.00 feet and whose chord bears North 11°38'18" East, 179.80 feet,  
Thence North 07°48'36" West along said right of way line 543.63 feet to a point of curvature  
Thence northwesterly 241.78 feet along the arc of said curve to the left and said right of way line whose radius is 270.00 feet and whose chord bears North 33°27'51" West, 233.79 feet  
Thence North 59°07'06" West along said right of way line 82.77 feet;  
Thence North 14°02'32" West, 27.27 feet to the south right of way line of Chicory Street:  
Thence North 30°52'54" East along said south right of way line, 29.00 feet to a point of curvature  
Thence northeasterly 114.43 feet along the arc of said curve to the right and said right of way line whose radius is 190.00 feet and whose chord bears North 48°08'09" East, 112.71 feet;  
Thence North 65°23'24" East along said right of way line 245.97 feet to a point of curvature  
Thence northeasterly 181.45 feet along the arc of said curve to the left and said right of way line whose radius is 535.00 feet and whose chord bears North 55°40'26" East 180.58 feet;  
Thence North 45°57'27" East along said right of way line 53.22 feet to the west line of Outlot 3 in said Ryan Meadows  
Thence South 44°24'10" East along said west line 200.97 feet;  
Thence South 00°34'43" East along said west line 365.13 feet;  
Thence South 89°25'17" West along said west line 116.04 feet,  
Thence South 01°10'06" East along said west line 1155.10 feet to the south line of the Northeast 1/4 of said Section 30 and a south line of Ryan Meadows,  
Thence North 89°42'41" West along said south line 35.01 feet to the southwest corner of said Northeast 1/4  
Thence South 00°34'05" East along the east line of the Southwest 1/4 of said Section 30 and an east line of said Ryan Meadows 667.46 feet to a south line of said Ryan Meadows,  
Thence North 89°47'21" West along said south line 662.96 feet to a west line of said Ryan Meadows,  
Thence North 00°34'08" West along said west line 570.47 feet to the Point of beginning

Dedicating that portion of subject property as graphically shown for public road right of way purposes.

Containing 1,047,796 square feet (24.0541 acres) of land Gross and 1,039,220 square feet (23.8572 acres) of land Net more or less

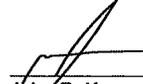
That I have made such survey land division and map by the direction of MILLS HOTEL WYOMING LLC, LOOMIS COTTAGE VENTURES LLC and STRAUSS INVESTMENTS LLC owners of said land

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

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Franklin Land Division Ordinance and the Unified Development Ordinance Division - 15 of the City of Franklin in surveying the certified survey map

Date **REVISED**  
**APRIL 23, 2020**  
MARCH 16 2020



  
John P. Konopacki  
Professional Land Surveyor S-2461

Prepared By  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD WI 53186  
OFFICE (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#809.20  
SHEET 9 OF 11

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North Range 21 East City of Franklin Milwaukee County Wisconsin

## OWNER'S CERTIFICATE OF DEDICATION

MILLS HOTEL WYOMING LLC Limited Liability Companies duly organized and existing under and by virtue of the laws of the State of Wisconsin as owners do hereby certify that said limited liability companies caused the land described on this certified survey map to be surveyed divided dedicated and mapped as represented on this certified survey map.

MILLS HOTEL WYOMING, LLC also certifies that this plat is required by s.236 10 or s.236 12 of the Wisconsin State Statutes and the Unified Development Ordinance Division-15 of the City of Franklin to be submitted to the following for approval or objection

1 City of Franklin

IN WITNESS WHEREOF the said **MILLS HOTEL WYOMING, LLC** has caused these presents to be signed by Stephen C Mills Member and Martha L Mills, Member at (city) \_\_\_\_\_ County Wisconsin on this \_\_\_\_\_ day of \_\_\_\_\_ 2020

In the presence of **MILLS HOTEL WYOMING, LLC**  
By Mills Enterprises LLC it Manager

\_\_\_\_\_  
Stephen C Mills, Member

\_\_\_\_\_  
Martha L Mills Member

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2020 Stephen C Mills Member and Martha L Mills Member of the above named **MILLS HOTEL WYOMING, LLC** to me known to be the persons who executed the foregoing instrument, and to me known to be such members of said limited liability company and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability company by its authority

\_\_\_\_\_  
Notary Public  
Name \_\_\_\_\_  
State of Wisconsin  
My Commission Expires \_\_\_\_\_

## PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of Franklin on this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephen R. Olson Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

## COMMON COUNCIL APPROVAL

Approved and the dedication accepted by the Common Council of the City of Franklin Wisconsin on this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephen R Olson Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sandra L. Wesolowski City Clerk

Prepared By  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD I SUITE 100  
BROOKFIELD WI 53186  
OFFICE (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. 5-2461



REVISED  
APRIL 23, 2020  
MARCH 16, 2020

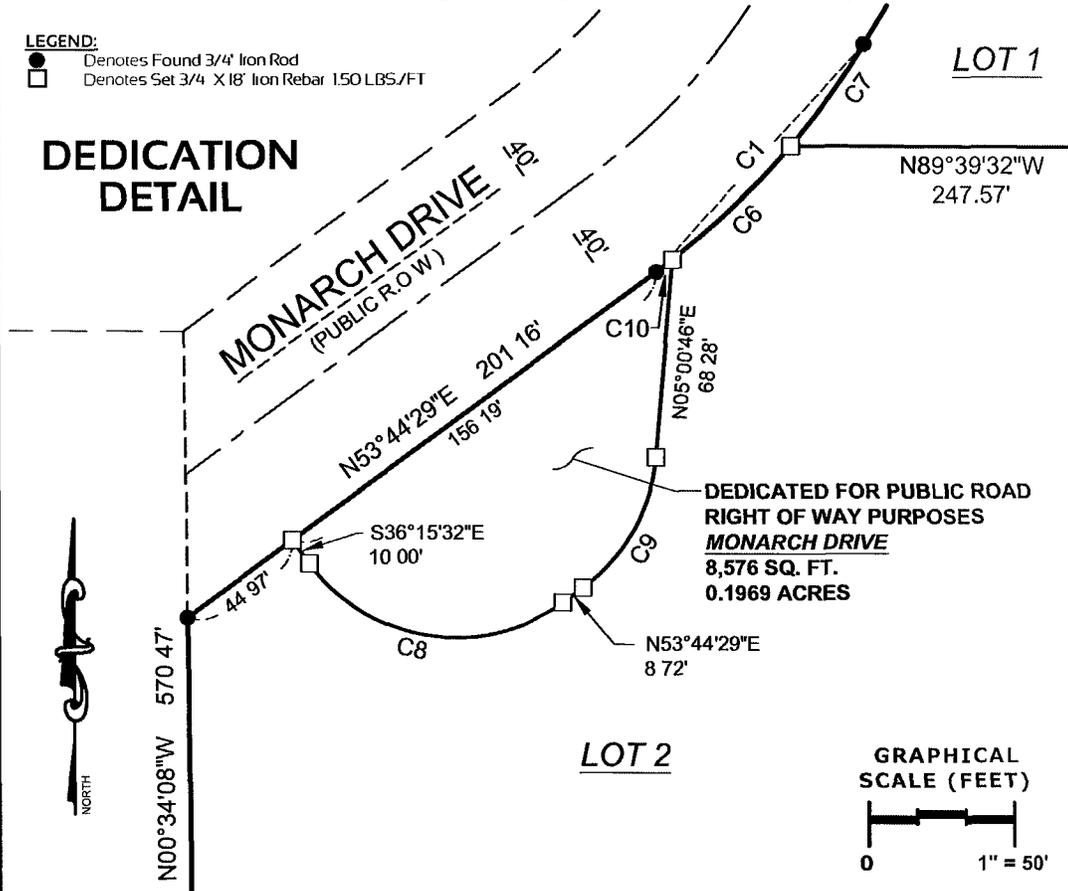
PEG JOB#809.20  
SHEET 10 OF 11

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being all of Lot 84 in Ryan Meadows located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30 Township 5 North Range 21 East City of Franklin Milwaukee County Wisconsin

- LEGEND:**  
 ● Denotes Found 3/4" Iron Rod  
 □ Denotes Set 3/4" X 18" Iron Rebar 1.50 LBS/FT

## DEDICATION DETAIL



**BOUNDARY CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	106.76'	270.00'	022°39'16"	N42°24'51"E	106.06'	N53°44'29"E	N31°05'13"E
C6	56.55'	270.00'	012°00'00"	N46°14'44"E	56.45'	N52°14'44"E	N40°14'44"E
C7	43.16'	270.00'	009°09'31"	N35°39'59"E	43.11'	N40°14'44"E	N31°05'13"E
C8	98.17'	62.50'	089°59'59"	S81°15'32"E	88.39'	S36°15'32"E	N53°44'29"E
C9	53.15'	62.50'	048°43'42"	N29°22'38"E	51.57'	N53°44'29"E	N05°00'46"E
C10	7.05'	270.00'	001°29'44"	N52°59'37"E	7.05'	N53°44'29"E	N52°14'44"E

Prepared By  
**PINNACLE ENGINEERING GROUP**  
 20725 WATERTOWN ROAD | SUITE 100  
 BROOKFIELD WI 53186  
 OFFICE: (262) 754-8888

**REVISED**  
**APRIL 23, 2020**  
**MARCH 16, 2020**

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB# 809 20  
 SHEET 11 OF 11

REGISTER OF DEEDS



# Milwaukee County

ISRAEL RAMÓN • Register of Deeds

April 3, 2020

City of Franklin Planning Department  
Attn: Gail M. Olsen, City Development Secretary  
9229 W. Loomis Road  
Franklin, WI 53132-9728

**\$75.00 Review Fee Paid**

RE: Preliminary Review of Certified Survey Map  
That Part of Lot 84 in Ryan Meadows, SW ¼ & NW ¼ of NE ¼ & SW ¼ of NW ¼ of  
SEC 30 T 5N, R21E, City of Franklin, County of Milwaukee, State of Wisconsin

**Tax Key Number (s): 891-1084 (2021 Tax Key Number)**

**Owners(s): MILLS HOTEL WYOMING, LLC**

**Comment:** We reviewed the exterior boundary for closure and find no issue.

**Comment:** Milwaukee County is reviewing the Preliminary Plat for closure issues and to verify ownership. Please refer to Wisconsin State Stats 236 and the local municipalities ordinances for further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Rosita Ross".

Rosita Ross  
Real Property Supervisor  
[Rosita.Ross@MilwaukeeCountywi.gov](mailto:Rosita.Ross@MilwaukeeCountywi.gov)  
414-278-4047  
Cc file

Ronnie Asuncion, Engineering Technician  
John P. Konopacki/Pinnacle Engineering Group

**Franklin**  
**APR 10 2020**

**City Development**

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">S C</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">06/02/20</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A 2 LOT CERTIFIED SURVEY MAP, BEING ALL OF LOT 84 IN RYAN MEADOWS</b></p> <p style="text-align: center;"><b>(MILLS HOTEL WYOMING, LLC, APPLICANT) (GENERALLY ON THE EAST SIDE OF MONARCH DRIVE, SOUTH OF CHICORY STREET, AREA COMMONLY KNOWN AS AREA G)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">3, 1, 1</p>

As part of the review of the concurrent Certified Survey Map (CSM), staff noted that the CSM and one of the conservation easements for Lot No. 84 did not include the Shore Buffer as shown on the Natural Resource Protection Plan (NRPP). Staff recommended to revise the easement area to include the Shore Buffer.

The applicant submitted a conservation easement for Common Council approval to comply with the recommended conditions of approval for the CSM. This item is contingent upon the concurrent CSM request.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2020-\_\_\_\_, a resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a 2 lot certified survey map, being all of lot 84 in Ryan Meadows (Mills Hotel Wyoming, LLC, applicant) (generally on the east side of Monarch Drive, south of Chicory Street, area commonly known as area G), subject to technical corrections by staff.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 5-28-20]RM

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A  
CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF  
A 2 LOT CERTIFIED SURVEY MAP, BEING ALL OF LOT 84 IN RYAN MEADOWS  
(MILLS HOTEL WYOMING, LLC, APPLICANT)  
(GENERALLY ON THE EAST SIDE OF MONARCH DRIVE, SOUTH  
OF CHICORY STREET, AREA COMMONLY KNOWN AS AREA G)

---

WHEREAS, the Common Council having approved a Certified Survey Map upon the application of Mills Hotel Wyoming LLC, on June 2, 2020, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the wetlands, wetland buffers and setbacks, ponds and shore buffers on the site; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Mills Hotel Wyoming LLC, in the form and content as annexed hereto, be and the same is hereby approved, subject to technical corrections by the Departments of City Development and Engineering as well as City Attorney; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

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

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A  
CONSERVATION EASEMENT  
MILLS HOTEL WYOMING, LLC, APPLICANT  
RESOLUTION NO. 2020-\_\_\_\_\_

Page 2

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

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**CONSERVATION EASEMENT**

Ryan Meadows  
Wetland 1- Lot 84 & Outlot 3

This Conservation easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Mills Hotel Wyoming, LLC, a e.g. Limited Liability Corporation, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within Ryan Meadows Subdivision, being Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 9095 and additional lands in the Southwest ¼ and Northwest ¼ of the Northeast ¼ and the Northeast ¼ of the Southwest ¼ and the Northeast ¼ and the Southeast ¼ of the Northwest ¼ all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin., described in Exhibit A attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, steep slopes, mature woodlands, young woodlands, lakes, ponds, streams, floodplains, floodways, floodlands, shore buffers, wetland buffers, wetlands and shoreland wetlands, as identified in the Natural Resource Protection Plan compiled by Pinnacle Engineering Group, dated April 25, 2019, which is located in the office of the Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

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

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

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

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

Grantee's rights hereunder shall consist solely of the following:

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

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

1. Construct or place buildings or any structure;
2. Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
3. Excavate, dredge, grade, mine, drill, or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees; with the exception of limited grading within the wetland setback area as defined by the City of Franklin Unified Development Ordinance. Grading within the wetland setback is limited to the grading shown in the approved Final Engineering Plans for the Ryan Meadows Subdivision.
4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste, or other landscape materials, ashes, garbage, or debris;
5. Plant any vegetation not native to the protected property or not typical wetland vegetation;
6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

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

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

To Grantor:  
Mills Hotel Wyoming, LLC  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142

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

In witness whereof, the grantor has set its hand and seals this on this date of \_\_\_\_\_, 20\_\_.

Mills Hotel Wyoming, LLC

By: Mills Enterprises, LLC its Manager

\_\_\_\_\_  
Stephen C. Mills, Member

\_\_\_\_\_  
Martha L. Mills, Member

STATE OF WISCONSIN        )  
  ) ss  
COUNTY OF MILWAUKEE    )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_ by

Stephen C. Mills. Member, Mills Enterprises, LLC

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 Mills Hotel Wyoming, LLC.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

STATE OF WISCONSIN        )  
  ) ss  
COUNTY OF MILWAUKEE    )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_ by

Martha L. Mills. Member, Mills Enterprises, LLC

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 Mills Hotel Wyoming, LLC.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_  
Company Name

**Acceptance**

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

In witness whereof, the undersigned has executed and delivered this acceptance on the \_\_\_\_ day of \_\_\_\_\_, A.D.20\_\_.

CITY OF FRANKLIN

By: \_\_\_\_\_  
Stephen R. Olson, Mayor

By: \_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN     )  
  ) ss  
COUNTY OF MILWAUKEE    )

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

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

This instrument was drafted by the City of Franklin.

Approved as to contents:

\_\_\_\_\_  
Regulo Martinez- Montilva  
Associate Planner  
Department of City Development

\_\_\_\_\_  
Date

Approved as to form only:

\_\_\_\_\_  
Jesse A. Wesolowski  
City Attorney

\_\_\_\_\_  
Date



**LEGAL DESCRIPTION:**

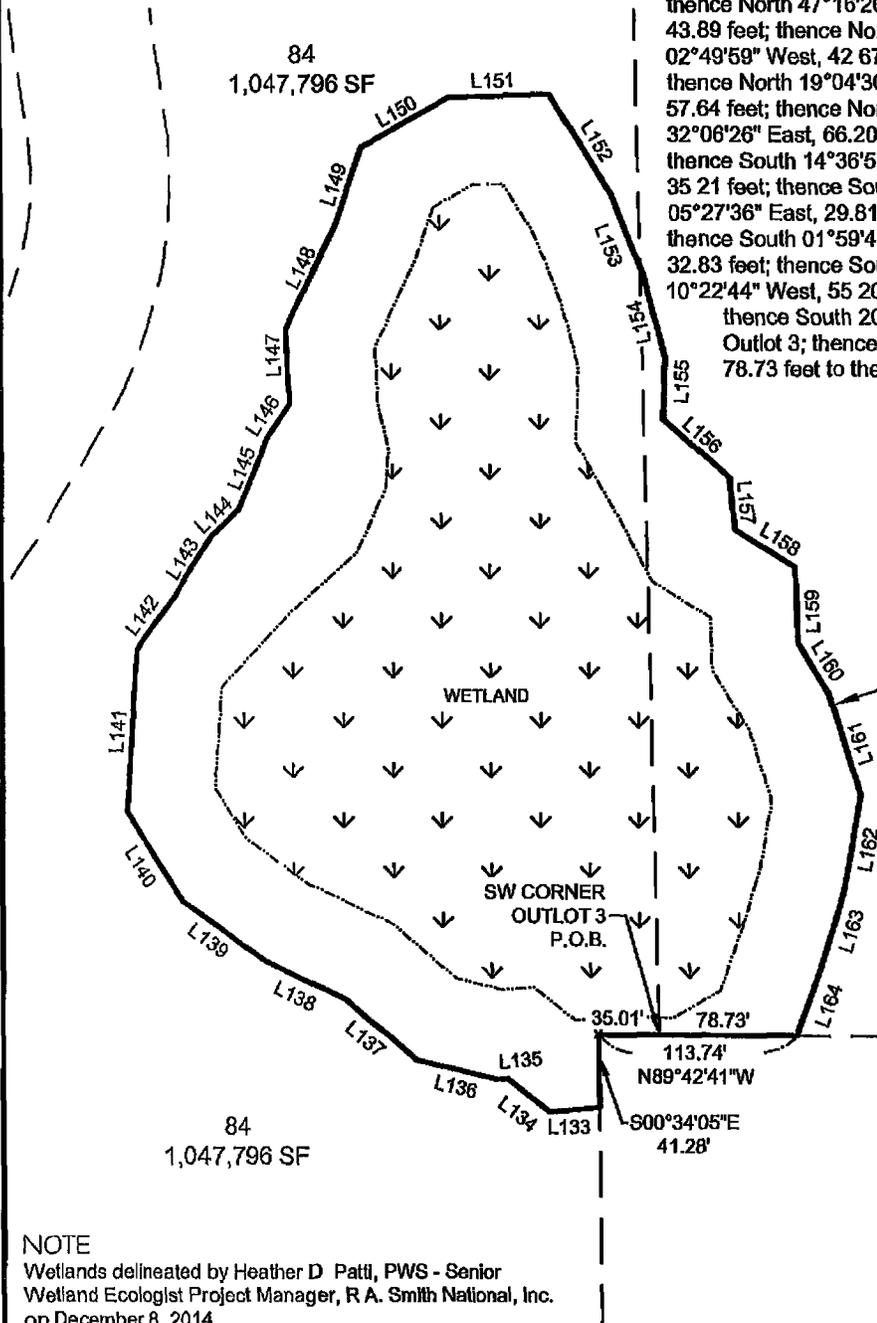
Being a part of Lot 84 and Outlot 3 in Ryan Meadows, located in the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Southeast 1/4 of the Northwest 1/4, Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin, described as follows:

Beginning at the southwest corner of said Outlot 3; thence North 89°42'41" West along the south line of said Lot 84, 35.01 feet; thence South 00°34'05" East along the east line of said Lot 84, 41.28 feet; thence South 85°51'26" West, 29.14 feet; thence North 52°02'25" West, 30.19 feet; thence South 85°12'42" West, 5.62 feet; thence North 76°55'48" West, 47.86 feet; thence North 49°54'31" West, 53.03 feet; thence North 64°32'14" West, 50.77 feet; thence North 54°16'58" West, 57.16 feet; thence North 32°49'08" West, 60.42 feet; thence North 03°52'01" East, 91.68 feet; thence North 35°53'42" East, 38.67 feet; thence North 31°25'06" East, 39.65 feet; thence North 47°16'20" East, 22.14 feet; thence North 21°59'20" East, 43.89 feet; thence North 33°40'08" East, 23.04 feet; thence North 02°49'59" West, 42.67 feet; thence North 25°21'49" East, 65.72 feet; thence North 19°04'30" East, 47.01 feet; thence North 60°46'28" East, 57.64 feet; thence North 88°06'54" East, 57.62 feet; thence South 32°06'26" East, 66.20 feet; thence South 21°57'55" East, 49.90 feet; thence South 14°36'57" East, 48.96 feet; thence South 01°56'25" West, 35.21 feet; thence South 48°44'10" East, 50.35 feet; thence South 05°27'36" East, 29.81 feet; thence South 58°14'57" East, 40.51 feet; thence South 01°59'46" East, 43.63 feet; thence South 31°43'54" East, 32.83 feet; thence South 17°35'47" East, 60.53 feet; thence South 10°22'44" West, 55.20 feet; thence South 17°08'13" West, 40.52 feet; thence South 20°02'47" West, 45.66 feet to the south line of Outlot 3; thence North 89°42'41" West along said south line, 78.73 feet to the Point of Beginning.

**LEGAL DESCRIPTION:**

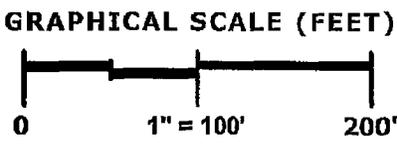
Being a part of Lot 84 and Outlot 3 In Ryan Meadows, located in the Southwest 1/4 of the Northeast 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Southeast 1/4 of the Northwest 1/4, Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin, described as follows:

Beginning at the southwest corner of said Outlot 3; thence North 89°42'41" West along the south line of said Lot 84, 35.01 feet; thence South 00°34'05" East along the east line of said Lot 84, 41.28 feet; thence South 85°51'26" West, 29.14 feet; thence North 52°02'25" West, 30.19 feet; thence South 85°12'42" West, 5 62 feet; thence North 76°55'48" West, 47.86 feet, thence North 49°54'31" West, 53 03 feet; thence North 64°32'14" West, 50.77 feet; thence North 54°16'58" West, 57.16 feet; thence North 32°49'08" West, 60.42 feet; thence North 03°52'01" East, 91.68 feet; thence North 35°53'42" East, 38.67 feet; thence North 31°25'06" East, 39.65 feet; thence North 47°16'20" East, 22.14 feet; thence North 21°59'20" East, 43.89 feet; thence North 33°40'08" East, 23.04 feet; thence North 02°49'59" West, 42 67 feet; thence North 25°21'49" East, 65.72 feet; thence North 19°04'30" East, 47.01 feet; thence North 60°46'28" East, 57.64 feet; thence North 88°06'54" East, 57.62 feet; thence South 32°06'26" East, 66.20 feet; thence South 21°57'55" East, 49.90 feet; thence South 14°36'57" East, 48.96 feet; thence South 01°56'25" West, 35 21 feet; thence South 48°44'10" East, 50.35 feet; thence South 05°27'36" East, 29.81 feet; thence South 58°14'57" East, 40.51 feet; thence South 01°59'46" East, 43 63 feet; thence South 31°43'54" East, 32.83 feet; thence South 17°35'47" East, 60.53 feet; thence South 10°22'44" West, 55 20 feet; thence South 17°08'13" West, 40.52 feet; thence South 20°02'47" West, 45.66 feet to the south line of Outlot 3; thence North 89°42'41" West along said south line, 78.73 feet to the Point of Beginning.



OUTLOT 3  
965,123 SF

CONSERVATION EASEMENT  
155,829 SQ. FT  
3.5773 ACRES



PARCEL 1  
C.S.M. NO 975

SHEET 1 OF 2

**NOTE**  
Wetlands delineated by Heather D Pattil, PWS - Senior Wetland Ecologist Project Manager, R.A. Smith National, Inc. on December 8, 2014.

**CONSERVATION EASEMENT**

05/13/2020

**PINNACLE ENGINEERING GROUP**  
20225 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER  
PEGJOB#809.20

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L133	S85°51'28"W	29.14'
L134	N52°02'25"W	30.19'
L135	S85°12'42"W	5.62'
L136	N76°55'48"W	47.86'
L137	N49°54'31"W	53.03'
L138	N64°32'14"W	50.77'
L139	N54°16'58"W	57.16'
L140	N32°49'08"W	60.42'
L141	N03°52'01"E	91.68'
L142	N35°53'42"E	38.67'
L143	N31°25'06"E	39.65'
L144	N47°16'20"E	22.14'
L145	N21°59'20"E	43.89'
L146	N33°40'08"E	23.04'
L147	N02°49'59"W	42.67'
L148	N25°21'49"E	65.72'
L149	N19°04'30"E	47.01'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L150	N60°46'28"E	57.64'
L151	N88°06'54"E	57.62'
L152	S32°06'26"E	66.20'
L153	S21°57'55"E	49.90'
L154	S14°36'57"E	48.96'
L155	S01°56'25"W	35.21'
L156	S48°44'10"E	50.35'
L157	S05°27'36"E	29.81'
L158	S58°14'57"E	40.51'
L159	S01°59'46"E	43.63'
L160	S31°43'54"E	32.83'
L161	S17°35'47"E	60.53'
L162	S10°22'44"W	55.20'
L163	S17°08'13"W	40.52'
L164	S20°02'47"W	45.66'

SHEET 2 OF 2



# CONSERVATION EASEMENT

**PINNACLE ENGINEERING GROUP**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

05/13/2020

PLAN | DESIGN | DELIVER

PEG JOB#809.20

## MEMORANDUM

Date: April 16, 2020/ April 23, 2020  
To: Daniel Szczap, Bear Development, LLC. / Regulo Martinez Montilva  
From: Department of City Development/ Daniel Szczap, Bear Development, LLC  
RE: Application for Certified Survey Map (CSM). / Resubmittal of Lot 84 Certified Survey Map

---

Bear Development, LLC. submitted this CSM application on March 23, 2020, the 90-day review time frame set forth in Wis. Statutes §236.34 (1m)(f) expires on June 21, 2020.

Staff comments are as follows for the Certified Survey Map application, for Lot 84 of Ryan Meadows subdivision:

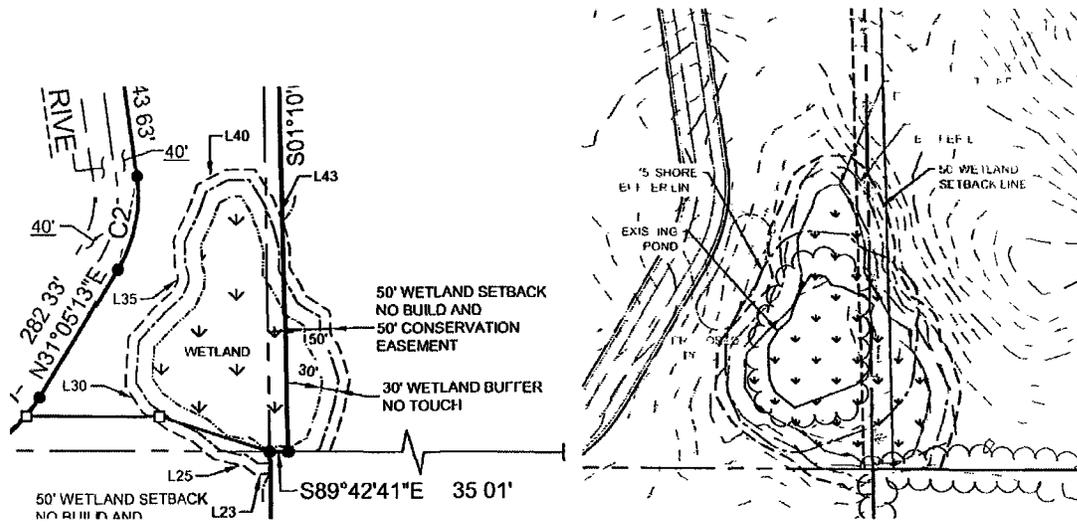
### **City Development Department comments**

1. Per Section 15-7.0702 of the UDO, please show correctly on the face of the CSM, in addition to the information required by § 236.34 of the Wisconsin Statutes, the following:
  - a. Existing and Proposed Contours. Existing and proposed contours at vertical intervals of not more than two (2) feet. Elevations shall be marked on such contours based on National Geodetic Vertical Datum of 1929 (mean sea level). This requirement may be waived if the parcel(s) created are fully developed.  
Existing and proposed contours have been added to the Certified Survey Map per Section 15-7.0702 of the UDO.
  - b. Owner, Subdivider, Land Surveyor. Name and address of the owner, Subdivider, and Land Surveyor. – It is recommended that the owner/subdivider label on Sheet 5 be moved to Sheet 1.  
Owner/Subdivider information has been moved to Page 1 per the City's request.
  - c. Existing Zoning. The Certified Survey Map shall indicate on its face the current zoning and zoning boundary lines of all parcels, lots or outlots proposed to be created by the Certified Survey Map. – Please label the zoning districts of each parcel.  
Existing zoning classifications have been included on the face of the CSM.
2. The temporary turnaround at the end of Monarch Drive shall be removed and replaced with a cul-de-sac to be consistent with the Copart, Inc. development proposal. The cul-de-sac must meet City standards, which includes an island. Note that if any land is being dedicated to the City to accommodate the cul-de-sac design, the CSM must also be revised to note the 'dedication accepted' language under the City of Franklin Common Council Approval section of the CSM. Adequate land area has been provided as right of way dedication to accommodate a City cul-de-sac. The design of the cul-de-sac has been previously discussed with City Engineering. Full design plans of the cul-de-sac will follow approval of the CSM.
3. Sheet 3 does not show the 30-foot wetland buffer, which is shown on Sheet 2. Please include the 30-foot Buffer notation throughout the CSM.  
The 30-foot wetland buffer has been added at the request of the City.

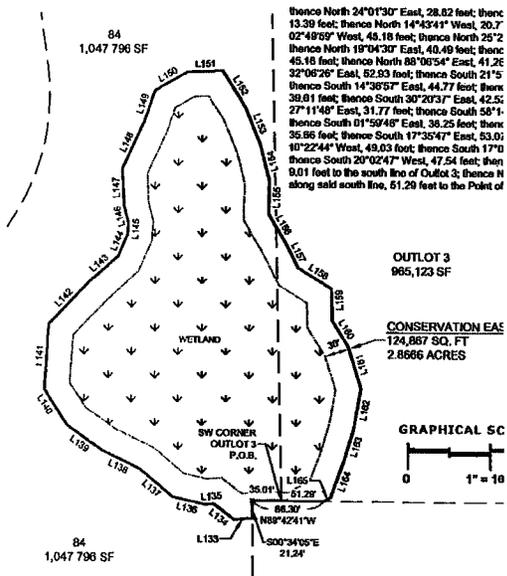
4. Please revise the Mayor's name to Stephen R. Olson.  
Corrected.
5. As previously discussed, Lot 2 must be combined to the other Copart, Inc. site if utilized for that same development. Again, all plats, CSMs, and land transfers to create the parcel presented for the Copart, Inc. development must be completed prior to the issuance of a Certificate of Occupancy. Noted. The combination will be completed after the Copart approvals have been granted.
6. The proposed CSM and one of the conservation easements for Lot No. 84 does not appear to include the Shore Buffer as shown on the NRPP. See below. This CSM and easement must be revised accordingly to show the full extent of the protected area, including the Shore Buffer. The revised CSM depicts the full extent of protected areas. The Conservation Easement will be revised accordingly.

Proposed Certified Survey Map

NRPP Map



Conservation Easement



**Engineering Department comments**

7. Add the recording information of Ryan Meadows subdivision to the header of this proposal.  
Recording information is included in the legal description.
8. Indicate in this proposal the sentence "Lot 1 & 2 are served by Public Sewer and Water."  
Language added.
9. Show the section corners coordinates, at least two corners.  
Completed
10. Show the dedication of the right of way by the cul-de-sac of Monarch Drive.  
Completed
11. Remove the word "Temporary Turn Around Easement" as this will be a dedicated for public road right of way.  
Completed
12. The legal description needs to be adjusted to reflect the dedication of the right of way.  
Completed
13. Under the Owner Certificate, insert the word after the Wisconsin Statutes " and the Unified Development
14. Ordinance Division-15 of the City of Franklin".  
Language added.
15. Under the Common Council Approval, insert the word after Approved " and the dedication accepted".  
Language added.

Note: The Engineering comments may be revised to reflect comments from the Milwaukee County.

**Milwaukee County comments**

See attached letter.

## MEMORANDUM

Date: April 16, 2020/ April 23, 2020  
To: Daniel Szczap, Bear Development, LLC. / Regulo Martinez Montilva  
From: Department of City Development/ Daniel Szczap, Bear Development, LLC  
RE: Application for Certified Survey Map (CSM). / Resubmittal of Lot 84 Certified Survey Map

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Bear Development, LLC. submitted this CSM application on March 23, 2020, the 90-day review time frame set forth in Wis. Statutes §236.34 (1m)(f) expires on June 21, 2020.

Staff comments are as follows for the Certified Survey Map application, for Lot 84 of Ryan Meadows subdivision:

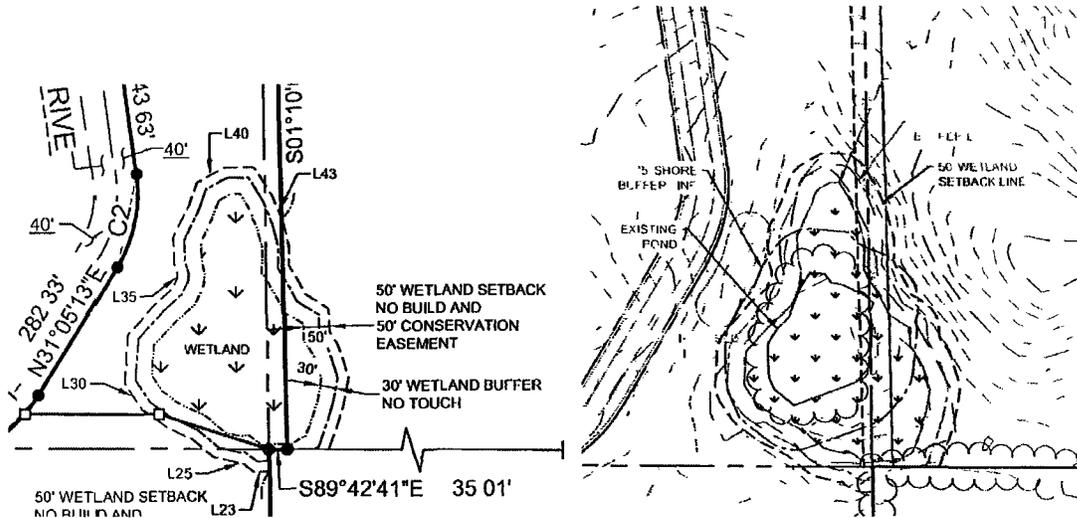
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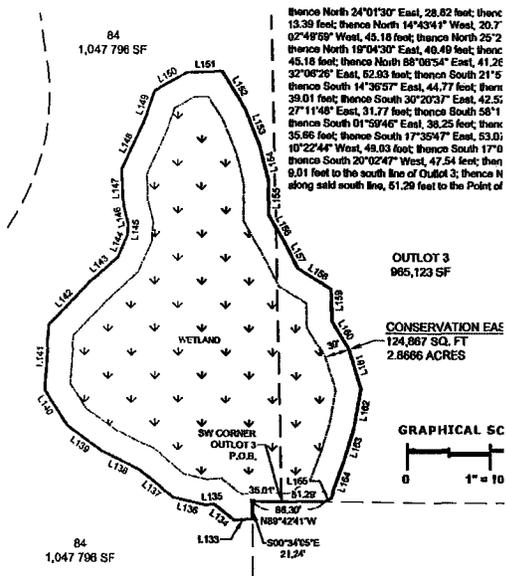
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