



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of November 3, 2016

Natural Resource Special Exception

RECOMMENDATION: City Development staff recommends approval of the proposed Natural Resource Special Exception subject to the conditions of approval in the attached draft resolution.

Project Name:	Site Plan Amendment and Natural Resource Special Exception (Carlisle Interconnect Technologies, Inc.)
Project Address:	5300 W. Franklin Drive
Applicants:	Steve Jastrow, Carlisle Interconnect Technologies, Inc. Brian Forston, JP Cullen
Property Owner:	Carlisle Interconnect Technologies Inc.
Current Zoning:	Planned Development District No. 18 (Franklin Business Park)
2025 Comprehensive Plan:	Commercial and Areas of Natural Resource Features
Use of Surrounding Properties:	Manufacturing, light industrial, and areas of natural resource features to the north, manufacturing and light industrial to the south and west, and areas of natural resource features to the east
Applicant's Action Requested:	Recommendation to the Common Council for approval of the proposed Natural Resource Special Exception

Please note:

- Staff recommendations are underlined, in italics and are included in the draft resolution.
- Staff suggestions are only underlined and are not included in the draft resolution.
- Plan Commission review and recommendation is needed only for the Natural Resource Special Exception. The Community Development Authority will review and consider the associated Site Plan Amendment. The following Site Plan related information is provided for reference purposes only.

INTRODUCTION:

On October 5, 2016, representatives of JP Cullen and Carlisle Interconnect Technologies, Inc., submitted a Site Plan Amendment application and a Natural Resource Special Exception (NRSE) application for the property located at 5300 W. Franklin Drive in the Franklin Business Park.

In regard to the Site Plan Amendment, the applicants are proposing to construct an approximately 26,000 square foot addition to the existing building (to be located immediately

east of the recently completed approximately 30,000 square foot building addition). Construction of additional parking and a driveway on the east side of the new building addition is also proposed.

In regard to the Natural Resources Special Exception (NRSE), the applicants are proposing to:

- Fill and pave approximately 0.23 acre of wetlands, approximately 0.12 acre of wetland buffer, and approximately 0.01 acre of wetland setback.
- Undertake invasive shrub management and monitoring within 4.92 acres of wooded wetlands.
- Undertake invasive grass management and monitoring within 0.16 acre of wetlands.
- Establish native tree plantings within 0.13 acre of wetland.
- Establish native prairie plantings within 0.09 acre of wetland buffer.

The Environmental Commission reviewed the Natural Resource Special Exception request at their October 26, 2016 meeting, and recommended approval of the NRSE subject to the applicant obtaining Wisconsin Department of Natural Resources and U. S. Army Corps of Engineers approvals prior to construction.

PROJECT DESCRIPTION/ANALYSIS:

As indicated in the attached materials, the applicants are proposing an approximately 26,000 square foot, approximately 25 foot tall, addition to the east side of the existing building. The addition will have two employee entrances/exits, one each on the north and south sides. The Site Plan also identifies 32 new parking spaces (19 on the east side, 7 on the north side, and 6 on the south side, of the building addition). A one-way driveway is also proposed on the east side of the building addition for both truck traffic and employee parking access. In addition, 14 new parking spaces are proposed further west on the south side of the existing building.

However, construction of this building addition will result in the loss/removal of 59 existing parking spaces primarily on the east side of the existing building.

This project would also involve the filling and paving of about 0.36 acre of land (immediately east of the proposed building addition/existing paved area) for the proposed new parking spaces and driveway.

Natural Resource Special Exception (NRSE):

The applicants have submitted for a Special Exception to the Natural Resource Feature Provisions of the City of Franklin Unified Development Ordinance. TRC Environmental Corporation has provided a Natural Resource Protection Plan (NRPP), a Wetland Delineation Report, and a Mitigation and Enhancement Map for the subject project. Mr. Ron Lundre of TRC Environmental Corporation, a Wisconsin Department of Natural Resources (DNR) Assured Wetland Delineator, conducted the wetland delineation in May of 2016. It can also be noted that a wetland fill general permit application (to fill approximately 9,700 square feet of wetland) has been filed with, and is currently under review by, the DNR.

The applicants are requesting approval of a Natural Resource Special Exception to fill and pave approximately 0.23 acre of wetlands, approximately 0.12 acre of wetland buffer, and approximately 0.01 acre of wetland setback, specifically for the parking and a driveway associated with the proposed building addition.

Natural Resource Protection Plan (NRPP). The applicants have prepared a NRPP, including a project narrative, a map identifying the existing natural resource features and the envisioned extent of encroachment, and a tree survey.

In addition to the wetland, wetland buffer, and wetland setback impacts noted above, the applicants indicate that five trees over eight inches in diameter are located within the area to be filled and paved, and therefore will be removed. The applicants also indicate that three additional trees over eight inches in diameter are immediately outside of the area to be disturbed and may be adversely impacted by the proposed development. These impacts, together with all other woodland impacts as noted on the NRPP, would encompass only about 0.34 acre, or about 6 percent of the total woodland area of 5.3 acres. These impacts have been included within the aforereferenced wetlands, wetland buffers, and wetland setbacks as these woodlands overlap those resources and have less restrictive protection standards.

It is important to note that a Greenspace Area, as shown on the subject Business Park subdivision plat and as set forth in the Business Park's Protective Covenants, exists on a portion of the wetlands located immediately north of the existing parking lot north of the recent building addition. Buildings and improvements are prohibited within, and may not damage, the Greenspace Area.

Sections 15-7.0103Q., 15-7.0201K., and 15-10.0208B.3 of the UDO require identification of the method, and preservation in perpetuity, of the resources identified in Natural Resource Protection Plans. It can be noted that a portion of the subject property's natural resource features are located within the Greenspace Area noted above, which would require Common Council approval to remove or otherwise alter. However, the remainder of the natural resources are only located within an unmapped area described within the Franklin Business Park's Protective Covenants as a woodland area which is intended to be preserved "to the greatest extent possible. Trees may be cut on any Site only to the extent needed for construction and/or landscaping purposes and only following written approval from the Review Board and the CDA." As this does not provide preservation in perpetuity, staff recommends that the applicants revise the Natural Resource Protection Plan to indicate that the natural resource features upon the property to be developed be protected by a perpetual conservation easement to be approved by the Common Council prior to any development within the areas for which the Special Exception is granted, and be recorded with the Milwaukee County Register of Deeds.

Staff further recommends that the Natural Resource Protection Plan be revised to indicate that the subject natural resource features are also part of an Isolated Natural Resource Area as defined by the Southeastern Wisconsin Regional Planning Commission.

Mitigation. To offset the proposed natural resource feature impacts, the applicants are proposing onsite mitigation consisting of:

- Invasive shrub management and monitoring within 4.92 acres of wooded wetlands.

- Invasive grass management and monitoring within 0.16 acre of wetlands.
- Establishment of native tree plantings within 0.13 acre of wetland.
- Establishment of native prairie plantings within 0.09 acre of wetland buffer.

The applicants have also provided detailed information about the associated mitigation and maintenance plan, including a list and quantities of native plantings, with management and monitoring for three years.

Staff recommends that the applicant obtain all other necessary approval(s) from all other applicable governmental agencies prior to any development within the areas for which the Special Exception is granted.

Comprehensive Master Plan Amendment:

Comprehensive Master Plan Consistency

Consistent with, as defined by Wisconsin State Statute; means "furthers or does not contradict the objectives, goals, and policies contained in the comprehensive plan."

The City of Franklin 2025 Comprehensive Master Plan (CMP) identifies existing and future land uses for the Business Park as Commercial, and the subject property as Commercial and Areas of Natural Resource Features. In addition, the property is currently developed and the use is not envisioned to change.

While the Comprehensive Master Plan has a number of goals and objectives related to protection and preservation of the City's natural resource features, there are also a similar number of goals and objectives related to balanced development, economic development, and high quality development.

Therefore, subject to implementation of best management practices including but not limited to erosion control, stormwater management, and proper protection, preservation, enhancement, and mitigation of important natural resource features, and receipt of all required permits and approvals, the project appears to be consistent with the Plan.

CONCLUSION:

Planning Department staff recommends approval of the proposed Natural Resource Special Exception subject to the conditions set forth in the draft resolution.

City of Franklin Community Development Authority

TO: Common Council
DATE: November 11, 2016
RE: Special Exception application review and recommendation
APPLICATION: Carlisle Interconnect Technologies, Inc., owner, Applicant,
dated: October 4, 2016
(5300 West Franklin Drive)

**I. §15-9.0110 of the Unified Development Ordinance Special Exception to
Natural Resource Feature Provisions Application information:**

1. Unified Development Ordinance Section(s) from which Special Exception is requested:
Table 15-4.0100 and Section 15-4.0103B of the City of Franklin Unified Development Ordinance.
2. Nature of the Special Exception requested (description of resources, encroachment, distances and dimensions):
To fill and pave approximately 0.23 acre of wetlands, 0.12 acre of wetland buffers, and 0.01 acre of wetland setback.
3. Applicant's reason for request:
To construct additional parking and a driveway associated with an approximately 26,000 square foot addition to the existing Carlisle facility.
4. Applicant's reason why request appropriate for Special Exception:
The Carlisle facility needs to increase its manufacturing floor space due to increasing business and sales. The building addition is needed to house additional manufacturing machines such as CNC & Milling equipment and additional production space to meet the increased business demand and industry needs. Additional parking is needed for the additional staff associated with a building addition completed earlier this year, and for the proposed new building addition. The driveway access is needed to accommodate the parking for the additional staff, and for safe and efficient circulation for trucks. Carlisle has conducted a practicable alternatives analysis and has concluded that there are no practicable alternatives that

either completely avoid wetland impacts or further minimize wetland impacts beyond what is being proposed for the preferred alternative while still meeting the basic purpose and need of the project.

II. Community Development Authority review of the §15-9.0110C.4.f. Natural Resource Feature impacts to functional values:

1. Diversity of flora including State and/or Federal designated threatened and/or endangered species:

Wetland impact area (0.23 acre of 6.44 total acres) comprised of green ash, white oak, common buckthorn, brome-like sedge, and prickly gooseberry. The wetland buffer/setback impact area (0.13 acre of 1.38 total acres) includes mowed grass. Impact area also includes five trees over 12" in diameter (white oak, red oak, and American elm), and three adjacent trees over 12" (white oak) which may be impacted.

No known State and/or Federal designated threatened and/or endangered species.

2. Storm and flood water storage:

Minimal reduction in the amount of stormwater storage. No identified floodplain within the subject area.

3. Hydrologic functions:

Minimal impact on hydrologic functions.

4. Water quality protection including filtration and storage of sediments, nutrients or toxic substances:

Minimal impact on water quality, indirect impacts during construction will be managed by erosion control compliance with NR 151.

5. Shoreline protection against erosion:

No impact.

6. Habitat for aquatic organisms:

No impact.

7. Habitat for wildlife:

Minimal impact on wildlife habitat.

8. Human use functional value:

No impact.

9. Groundwater recharge/discharge protection:

Minimal impact on groundwater.

10. Aesthetic appeal, recreation, education, and science value:

No impact.

11. State or Federal designated threatened or endangered species or species of special concern:

No impact.

12. Existence within a Shoreland:

No impact.

13. Existence within a Primary or Secondary Environmental Corridor or within an Isolated Natural Area, as those areas are defined and currently mapped by the Southeastern Wisconsin Regional Planning Commission from time to time:

The wetland/woodland has been identified as an Isolated Natural Resource Area.

III. Community Development Authority review of the §15-10.0208B.2.d. factors and recommendations as to findings thereon:

1. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature):

The subject natural resources were not identified on the Franklin Business Park subdivision plat (Lot 2 of Block 9). Only a small area in the northwestern portion of the subject lot (not impacted) was identified as a Greenspace area. It appears that the wetlands have grown significantly, pursuant to comparison with a plat of survey prepared in 2008.

2. That compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:

a. be unreasonably burdensome to the applicants and that there are no reasonable practicable alternatives: ; or

b. unreasonably and negatively impact upon the applicants' use of the property and that there are no reasonable practicable alternatives:

Little undeveloped land remains within the subject property outside the existing wetlands. The existing building and parking lot occupies the majority of the buildable site, and any significant building additions can only extend eastward. That area, formerly Lot 2 of Block 9 of the Franklin Business Park, did not identify any natural resource features. However, this lot is now almost entirely comprised of wetlands.

Reducing the parking lot would not be feasible, as most of the parking is now regularly used, and the applicant has already proposed a reduction in parking compared to current conditions.

The applicant has indicated that numerous alternatives were evaluated, and the project redesigned to be smaller than preferred.

3. The Special Exception, including any conditions imposed under this Section will:

a. be consistent with the existing character of the neighborhood:

The proposed building addition and parking will result in a project similar in size to other large buildings nearby, and would be similarly located adjacent to/slightly within similar woodlands as are other adjacent properties; and

b. not effectively undermine the ability to apply or enforce the requirement with respect to other properties:

The Carlisle property is unique in that three separate parcels have been acquired over time (two from the Franklin Business Park and one from the adjacent Industrial Park), and combined into one for eventual development purposes. The subject area, formerly Lot 2 of Block 9 of the Franklin Business Park, did not identify any natural resource features. However, this lot is now almost entirely comprised of wetlands.

It appears that the applicant has exhausted all reasonable alternatives, has minimized impacts, is providing mitigation for the proposed impacts, and is avoiding the majority of the natural resources on the property.; and

c. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement:

The proposed impacts are minimal when compared to the amount of natural resources on the property, and mitigation will be undertaken to improve a majority of the remaining resources; and

d. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development (*this finding only applying to an application to improve or enhance a natural resource feature*):

IV. Community Development Authority review of the §15-10.0208B.2.a., b. and c. factors and recommendations as to findings thereon:

1. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks:

The project will meet all other zoning and site planning requirements.

2. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district:

The Carlisle property is unique in that three separate parcels have been acquired over time (two from the Franklin Business Park and one from the adjacent Industrial Park), and combined into one for development purposes. The subject natural resources were not identified on the Franklin Business Park subdivision plat (Lot 2 of Block 9). Only a small area in the northwestern portion of the subject lot (not impacted) was identified as a Greenspace area. It appears that the wetlands have grown significantly, pursuant to comparison with a plat of survey prepared in 2008.

3. Existing and future uses of property; useful life of improvements at issue; disability of an occupant:

The subject property is currently used and zoned for light industrial/manufacturing uses. The property is planned for, and is envisioned to remain as, future commercial use.

4. Aesthetics:

The proposed building addition and parking will result in a project similar in size to other nearby sites, and would be similarly located adjacent to/slightly within similar woodlands as are other adjacent properties. The proposed impacts are minimal when compared to the amount of natural resources on the property, and mitigation will be undertaken to improve a majority of the remaining resources.

5. Degree of noncompliance with the requirement allowed by the Special Exception:

Approximately 0.23 acre of wetlands (about 4% of the total 6.4 acres), 0.12 acre of wetland buffers (about 19% of the total 0.63 acre), and 0.01 acre of wetland setback (about 1% of the total 0.75 acre) will be filled and paved.

6. Proximity to and character of surrounding property:

The areas immediately to the east and north are wooded/wetland areas. Similarly sized light industrial/manufacturing uses located further east and north are also immediately adjacent/slightly encroaching into the wooded/wetland areas. All other adjacent areas are developed for similar light industrial/manufacturing uses.

7. Zoning of the area in which property is located and neighboring area:
Planned Development District No. 18, Franklin Business Park.
8. Any negative affect upon adjoining property:
No negative impacts are anticipated.
9. Natural features of the property:
Wetlands, wetland buffers, wetland setbacks, and a mature woodland exist on the subject property.

The wetland complex is comprised of shallow marsh, hardwood swamp, and shrub-carr habitat. The mature woodland, which overlaps much of the wetlands, consists of various oaks, American elm, green ash, and American basswood. The wetland buffer/setback area includes mowed grass.
10. Environmental impacts:
To fill and pave approximately 0.23 acre of wetlands, 0.12 acre of wetland buffers, and 0.01 acre of wetland setback.

V. Community Development Authority Recommendation:

The Community Development Authority has reviewed the subject Application pursuant to §15-10.0208B. of the Unified Development Ordinance and makes the following recommendation:

1. The recommendations set forth in Sections III. and IV. Above are incorporated herein.
2. The Community Development Authority recommends approval of the Application upon the aforesaid recommendations for the reasons set forth therein.
3. The Community Development Authority recommends that should the Common Council approve the Application, that such approval be subject to the following conditions:
 - a. *That the natural resource features upon the property to be developed be protected by a perpetual conservation easement to be approved by the Common Council prior to any development within the areas for which the Special Exception is granted.*
 - b. *That the applicant obtain all other necessary approval(s) from all other applicable governmental agencies prior to any development within the areas for which the Special Exception is granted.*
 - c. *That all development within the areas for which the Special Exception is granted shall proceed pursuant to and be governed by*

the approved Natural Resource Protection Plan and all other applicable plans for Carlisle Interconnect Technologies, Inc., owner, and all other applicable provisions of the Unified Development Ordinance.

- d. *That the applicant shall revise the Natural Resource Protection Plan to indicate that the subject natural resource features are also part of an Isolated Natural Resource Area as defined by the Southeastern Wisconsin Regional Planning Commission.*

The above review and recommendation was passed and adopted at a regular meeting of the Community Development Authority of the City of Franklin on the 9th day of November, 2016.

Dated this _____ day of _____, 2016.

Stephen R. Olson, Chairman

Attest:

Edward H. Holpfer, Vice-Chairman

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/15/16
REPORTS & RECOMMENDATIONS	RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN AMENDMENT AND NATURAL RESOURCE SPECIAL EXCEPTION FOR PROPERTY LOCATED AT 5300 WEST FRANKLIN DRIVE (CARLISLE INTERCONNECT TECHNOLOGIES, INC., APPLICANT)	ITEM NUMBER <i>G.4.</i>

City Development staff recommends approval of a resolution authorizing certain officials to accept a conservation easement for and as part of the review and approval of a Site Plan Amendment and Natural Resource Special Exception for property located at 5300 West Franklin Drive (Carlisle Interconnect Technologies, Inc., Applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2016-_____, authorizing certain officials to accept a conservation easement for and as part of the review and approval of a Site Plan Amendment and Natural Resource Special Exception for property located at 5300 West Franklin Drive (Carlisle Interconnect Technologies, Inc., Applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
ACCEPT A CONSERVATION EASEMENT FOR AND AS PART
OF THE REVIEW AND APPROVAL OF A SITE PLAN AMENDMENT AND
NATURAL RESOURCE SPECIAL EXCEPTION FOR PROPERTY LOCATED AT 5300
WEST FRANKLIN DRIVE (CARLISLE INTERCONNECT TECHNOLOGIES, INC.,
APPLICANT)

WHEREAS, the Plan Commission having recommended approval of a Natural Resource Special Exception, upon the application of Carlisle Interconnect Technologies, Inc., on November 3, 2016, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the mature woodland, pond, shore buffer, wetland, and wetland buffer on the site; and

WHEREAS, the Community Development Authority having approved a Site Plan Amendment, and having recommended approval of a Natural Resource Special Exception, upon the applications of Carlisle Interconnect Technologies, Inc., on November 9, 2016, and the Community Development Authority having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the mature woodland, pond, shore buffer, wetland, and wetland buffer on the site; and

WHEREAS, §15-7.0102G. and §15-7.0103Q. of the Unified Development Ordinance requires the submission of a Natural Resource Protection Plan in the Site Plan and Natural Resource Special Exception 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 Site Plan Amendment and Natural Resource Special Exception; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Conservation Easement submitted by Carlisle Interconnect Technologies, Inc., in the form and content as annexed hereto, be and the same is hereby approved; 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.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO ACCEPT A CONSERVATION EASEMENT
CARLISLE INTERCONNECT TECHNOLOGIES, INC.
RESOLUTION NO. 2016-_____

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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 _____, 2016.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

Carlisle Expansion at 5300 West Franklin Drive

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 CARLISLE INTERCONNECT TECHNOLOGIES, INC., a Delaware corporation hereinafter referred to as "Grantor," and shall become effective upon the recording of this Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, known as Lots 1 and 2, Block 3, in Franklin Business Park Section 26, Township 5 North, Range 21 East, described in Exhibit A attached hereto and hereby made a part hereof (the "Property"); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of portions of the Property depicted on the attached Exhibit B ("Protected Property"), including, without limitation, mature woodlands, a pond, shore buffers, wetland buffers and wetlands, and further described in Natural Resource Special Exemption Application by TRC Consultants, dated October 26, 2016, a copy of which is located in the Grantor's office of the Department of City Development (the "NRSE Application"), be preserved and maintained consistent with NRSE Application and plans approved by Grantee under Section 15-10.0208 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, ; and

WHEREAS, Grantee is a "holder", as contemplated by §700.41(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 does hereby grant and convey unto the Grantee a conservation easement in perpetuity on, over, and across the Protected Property, on the terms set forth herein.

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

1. 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
2. To enter the Protected Property at all reasonable times (with reasonable notice to Grantor and provided that Grantee shall not unreasonably interfere with Grantor's use of the Property) 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 Protected Property or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees and as set forth in the NRSE Application;
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 except as set forth in the NRSE Application;
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:

Carlisle Interconnect Technologies, Inc.

Attn: Legal Department

11605 North Community House Road, Suite 600

Charlotte, NC 28277

To Grantee:

City of Franklin

Office of the City Clerk

9229 West Loomis Road

Franklin, Wisconsin 53132

In witness whereof, the Grantor has set its hand and seals this on this date of _____, 2016.

CARLISLE INTERCONNECT TECHNOLOGIES,
INC., a Delaware corporation

By: _____

Name and Title

STATE OF WISCONSIN)

)ss

COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the _____ day of _____, A.D. 20__ by Name(s) of person(s) as Title (type of authority, e.g., officer, trustee, etc.) of (name of party on behalf of whom instrument was executed) To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation, limited liability corporation, etc.

Notary Public

My commission expires _____

Acceptance

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Conservation Easement. In consideration of the making of such 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 _____, 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:

Joel Dietl, Planning Manager
City Development

Date

Approved as to form only:

Jesse A. Wesolowski
City Attorney

Date

Table 1E. 2003 Indicator for the Calculation of Netem | Boxuma, Bontebok, and

Zone	Neural Response Feature	Zone/District Responsible for Provisional Standard (%)	Area of Resource Provision (hectares)		Area of Resource Provision (hectares)	Area of Resource Provision (hectares)
			Area of Resource Provision (hectares)	Area of Resource Provision (hectares)		
Zone 1 (Urban)	Urban Density	40%	0.00	0.00	0.00	0.00
	Urban Sprawl	70%	0.00	0.00	0.00	0.00
	Urban Sprawl	80%	0.00	0.00	0.00	0.00
	Urban Sprawl	90%	0.00	0.00	0.00	0.00
	Urban Sprawl	100%	0.00	0.00	0.00	0.00
	Urban Sprawl	100%	0.00	0.00	0.00	0.00
	Urban Sprawl	100%	0.00	0.00	0.00	0.00
	Urban Sprawl	100%	0.00	0.00	0.00	0.00
	Urban Sprawl	100%	0.00	0.00	0.00	0.00
	Urban Sprawl	100%	0.00	0.00	0.00	0.00
Zone 2 (Suburban)	Suburban Density	30%	5.00	3.71	0.29	0.29
	Suburban Sprawl	50%	0.00	0.00	0.00	0.00
	Suburban Sprawl	70%	0.00	0.00	0.00	0.00
	Suburban Sprawl	90%	0.00	0.00	0.00	0.00
	Suburban Sprawl	100%	0.00	0.00	0.00	0.00
	Suburban Sprawl	100%	0.00	0.00	0.00	0.00
	Suburban Sprawl	100%	0.00	0.00	0.00	0.00
	Suburban Sprawl	100%	0.00	0.00	0.00	0.00
	Suburban Sprawl	100%	0.00	0.00	0.00	0.00
	Suburban Sprawl	100%	0.00	0.00	0.00	0.00
Zone 3 (Rural)	Rural Density	20%	0.00	0.00	0.00	0.00
	Rural Sprawl	40%	0.00	0.00	0.00	0.00
	Rural Sprawl	60%	0.00	0.00	0.00	0.00
	Rural Sprawl	80%	0.00	0.00	0.00	0.00
	Rural Sprawl	100%	0.00	0.00	0.00	0.00
	Rural Sprawl	100%	0.00	0.00	0.00	0.00
	Rural Sprawl	100%	0.00	0.00	0.00	0.00
	Rural Sprawl	100%	0.00	0.00	0.00	0.00
	Rural Sprawl	100%	0.00	0.00	0.00	0.00
	Rural Sprawl	100%	0.00	0.00	0.00	0.00
Zone 4 (Wildland)	Wildland Density	10%	0.00	0.00	0.00	0.00
	Wildland Sprawl	30%	0.00	0.00	0.00	0.00
	Wildland Sprawl	50%	0.00	0.00	0.00	0.00
	Wildland Sprawl	70%	0.00	0.00	0.00	0.00
	Wildland Sprawl	90%	0.00	0.00	0.00	0.00
	Wildland Sprawl	100%	0.00	0.00	0.00	0.00
	Wildland Sprawl	100%	0.00	0.00	0.00	0.00
	Wildland Sprawl	100%	0.00	0.00	0.00	0.00
	Wildland Sprawl	100%	0.00	0.00	0.00	0.00
	Wildland Sprawl	100%	0.00	0.00	0.00	0.00
Zone 5 (Waterland)	Waterland Density	0%	0.00	0.00	0.00	0.00
	Waterland Sprawl	20%	0.00	0.00	0.00	0.00
	Waterland Sprawl	40%	0.00	0.00	0.00	0.00
	Waterland Sprawl	60%	0.00	0.00	0.00	0.00
	Waterland Sprawl	80%	0.00	0.00	0.00	0.00
	Waterland Sprawl	100%	0.00	0.00	0.00	0.00
	Waterland Sprawl	100%	0.00	0.00	0.00	0.00
	Waterland Sprawl	100%	0.00	0.00	0.00	0.00
	Waterland Sprawl	100%	0.00	0.00	0.00	0.00
	Waterland Sprawl	100%	0.00	0.00	0.00	0.00

Trees Over 8" DBH Within 57' of Proposed Improvement	Tree ID	Species	DBH in Inches	To Be Removed
	AE-01	American elm	8.5	Yes
	AE-02	American elm	8.5	No
	BO-07	Bur oak	34	Yes
	PO-01	Pin oak	11	Yes
	SP-03	Shubert's Hickory	24.5	No
	SW-02	Swarmp white oak	18	No
	SW-03	Swarmp white oak	10	No
	SW-04	Swarmp white oak - stem 1	10	No
	SW-05	Swarmp white oak - stem 2	22	No
	SW-06	Swarmp white oak	8.5	Yes
	WG-01	White oak	16	Yes
	WG-05	White oak	15	No

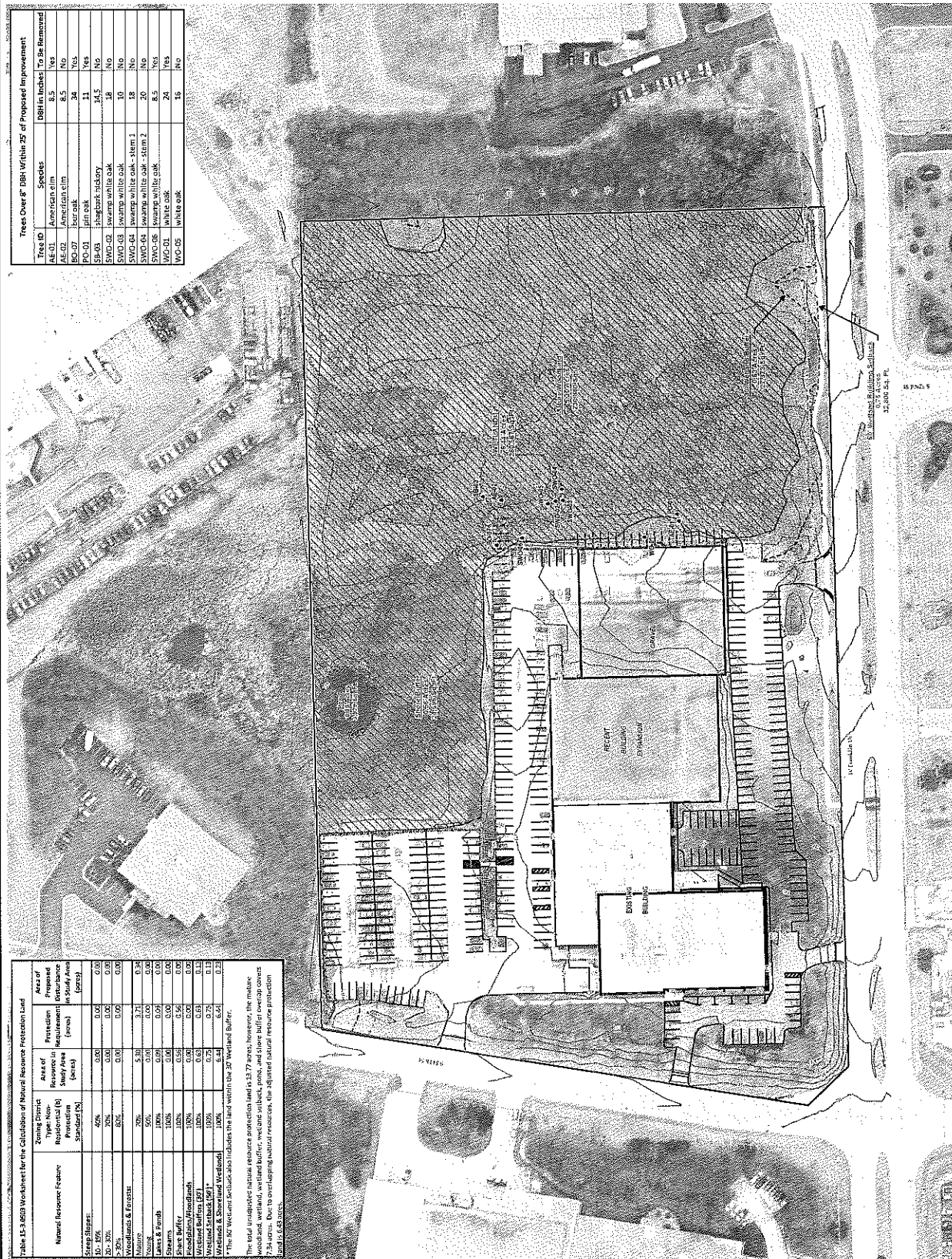
Tensor Order 5th FWHM within TFI of Braggrod Improvement

LEGEND

- TREES OVER 1' DIAM WITHIN 25' OF PROPOSED IMPROVEMENT
- SITE LAYOUT
- TOPOGRAPHIC CONTOURS (1' INTERVAL)
- RIGHT OF WAY
- NATURAL WOODLAND
- TRUCK HEATED WETLAND
- OPEN WATER (POND)
- 30' WETLAND BUFFER
- 60' WETLAND BUILDING SETBACK
- 75' SHORE BUFFER
- AREA OF PROPOSED DISTURBANCE
- STUDY AREA

NOTES

- BASE MAP DERIVED FROM WILVAJESSE COUNTY LAND INFORMATION OFFICE, 2015.
PROPERTY BOUNDARY, CONTOURS PROPOSED DEVELOPMENT AREAS DIGITIZED FROM SITE PLANS PROVIDED BY Tritel et ENGINEERING, LLC (MAY 2016).
RIGHT OF WAY'S ACQUIRED FROM WISCONSIN STATE. CONTRACTOR'S OFFICE STATEWIDE PARCEL LAYER, LOCATIONS ARE APPROXIMATE.
WETLAND DELINEATED BY RONI LOEBRE OF TRC IN JULY 2016.



NTS

SITS

CARLSLE INTERCONNECT TECHNOLOGIES, INC.
5300 WEST FRANKLIN DRIVE

FRANKLIN, WISCONSIN

CARLISLE IT FACILITY EXPANSION	REQUIREMENT	1-2-12
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FIGURE 2

CRC
201 NORTH PARK AVENUE, SUITE 100
BIRMINGHAM, AL 35203
PHONE: 205-978-1000

[illegible]

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE November 15, 2016
REPORTS AND RECOMMENDATIONS	An Ordinance to Amend the Municipal Code as it Pertains to Deferment of Payment of Special Assessments Under §207.15.K.(2)(g)	ITEM NUMBER <i>G.5.</i>

Attached is a draft copy of the proposed above entitled ordinance. The proposed amendment resulted from the circumstances with regard to the Evergreen Park Estates Subdivision Plat subject matter item also on the agenda for this meeting, whereunder the originally contemplated 6 lots to be specially assessed at the time of the adoption of the special assessment Final Resolution, and then 4 lots under the amendment thereto, have been subsequently reduced to 2 lots.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Amend the Municipal Code as it Pertains to Deferment of Payment of Special Assessments Under §207.15.K.(2)(g).

ORDINANCE NO. 2016-_____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE AS IT PERTAINS TO
DEFERMENT OF PAYMENT OF SPECIAL ASSESSMENTS UNDER §207.15.K.(2)(g)

WHEREAS, §207.15. (2)(g) of the Municipal provides for the deferment of special assessments for relatively unique public projects; and

WHEREAS, the Common Council having considered the application of the provision under circumstances where the number of planned lots to be assessed as of the date of the adoption of the final resolution is subsequently reduced and that under such circumstances it may be reasonable to allow for the deferment of the special assessments to a further subsequent owner of the property specially benefitted by the work of public improvement beyond that currently specified in the Code.

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

SECTION 1: §207.15.K.(2)(g) of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows *[note: additions to the text appear in double-underlined text; unchanged text is not highlighted]*:

“A deferment of the principal and interest of a special assessment until such time as the subject benefitted property is sold, transferred or otherwise conveyed to a person or entity other than an owner of the property on the date of the adoption of the Final Resolution levying the special assessment, or thereafter as may be approved by the Common Council to a later next subsequent owner of the benefitted property under circumstances where the number of planned lots to be assessed as of the date of the adoption of the final resolution is subsequently reduced, or the earlier connection of the property to the subject public facility (sewer and/or water), or such earlier specified date or occurrence as may be specified by the Common Council, where the Common Council determines it appropriate and reasonable under the circumstances of a relatively unique public project undertaken for a primary purpose of general benefit to the entire City or a large portion thereof (approximating at least 25% or more of the City area) other than the specific provision of the public facility improvement(s) for the special benefit of the subject property, though which special benefit is nonetheless a resultant thereof, provided that the limited and determinable area to be specially assessed for the project is very small (no more than five parcels of record as of the date of the adoption of the Preliminary Resolution, or consisting of no more than such area of land

as may be divided into no more than five parcels in the future under existing zoning and land division ordinances on the date of adoption of the Final Resolution; neither of the foregoing categories being exclusive) in relation to the area of general benefit to be served.”

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>November 15, 2016</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution Amending Resolution No. 2014-7001, A Final Resolution Directing Installation of, Payment and Levy of Special Assessment for Installation of Sanitary Sewer, Water Main, Sanitary Sewer Laterals, Water Main Laterals, the Extension of A Public Street Including Curb and Gutter along with the Necessary Appurtenances on W. Evergreen Street Extension from a Point 800 Feet East of S. 51st Street to a Point 1,360 Feet East of S. 51st Street, as Previously Amended by Resolution No. 2016-7211</p>	<p>ITEM NUMBER</p> <p><i>G.6.</i></p>

Attached is a draft copy of the proposed above entitled resolution. The proposed amendment resulted from the circumstances with regard to the Evergreen Park Estates Subdivision Plat subject matter item also on the agenda for this meeting, whereunder the originally contemplated 6 lots to be specially assessed at the time of the adoption of the special assessment Final Resolution, and then 4 lots under the amendment thereto, have been subsequently reduced to 2 lots.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Amending Resolution No. 2014-7001, A Final Resolution Directing Installation of, Payment and Levy of Special Assessment for Installation of Sanitary Sewer, Water Main, Sanitary Sewer Laterals, Water Main Laterals, the Extension of A Public Street Including Curb and Gutter along with the Necessary Appurtenances on W. Evergreen Street Extension from a Point 800 Feet East of S. 51st Street to a Point 1,360 Feet East of S. 51st Street, as Previously Amended by Resolution No. 2016-7211.

RESOLUTION NO. 2016-_____

A RESOLUTION AMENDING RESOLUTION NO. 2014-7001, A FINAL RESOLUTION DIRECTING INSTALLATION OF, PAYMENT AND LEVY OF SPECIAL ASSESSMENT FOR INSTALLATION OF SANITARY SEWER, WATER MAIN, SANITARY SEWER LATERALS, WATER MAIN LATERALS, THE EXTENSION OF A PUBLIC STREET INCLUDING CURB AND GUTTER ALONG WITH THE NECESSARY APPURTENANCES ON W. EVERGREEN STREET EXTENSION FROM A POINT 800 FEET EAST OF S. 51ST STREET TO A POINT 1,360 FEET EAST OF S. 51ST STREET, AS PREVIOUSLY AMENDED BY RESOLUTION NO. 2016-7211

WHEREAS, the Common Council adopted Resolution No. 2014-7001 on July 1, 2014, levying special assessments for a planned six lots to be created by land division, as amended by Resolution No. 2016-7211 adopted on June 28, 2016, as a result of such six lots being reduced to four lots; and

WHEREAS, upon receipt and review of a developers revised plans and a preliminary plat for a subdivision development upon such lands, the subject property in part now being reduced to two lots, and the Common Council having determined that a further amendment thereto is reasonable and necessary; and

WHEREAS, the notice and hearing requirements for the amendment of the special assessment have been waived in writing by all of the owners of property affected by the special assessment, pursuant to Wis. Stat. § 66.0703(7)(b), and the written waiver has been filed with the Office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that A Resolution Amending Resolution No. 2014-7001, A Final Resolution Directing Installation of, Payment and Levy of Special Assessment for Installation of Sanitary Sewer, Water Main, Sanitary Sewer Laterals, Water Main Laterals, the Extension of A Public Street Including Curb and Gutter along with the Necessary Appurtenances on W. Evergreen Street Extension from a Point 800 Feet East of S. 51st Street to a Point 1,360 Feet East of S. 51st Street, as amended by Resolution No. 2016-7211, be and the same is hereby amended to provide that as assessed lots 3 and 4 were prior planned lots and are no longer existent under the Preliminary Plat Resolution approved under even-date herewith, property owner/developer shall pay in full the assessments of \$31,227.69 and \$28,213.00 for such previously planned lots, together with all interest and any costs accrued thereon, within 10 days of the adoption of this Resolution or this Resolution shall be null and void; pursuant to Common Council action of even-date herewith adopting an amendment to Municipal Code §207-15.K.(2)(g), the lot 1 assessment of \$34,441.47 and the lot 2 assessment of \$34,526.79, together with all interest and any costs accrued thereon, respectively, shall be due and paid in

full upon the sale, transfer or other conveyance of the subject lot for such lot after the date of adoption of this Resolution.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be annexed to the City Engineer's Report supporting the special assessment levied pursuant to Resolution No. 2014-7001, as amended by Resolution No. 2016-7211, by the City Engineer, and such City Engineer's Report is hereby amended accordingly.

BE IT FURTHER RESOLVED, that all other terms and provisions of Resolution No. 2014-7001, as amended by Resolution No. 2016-7211, not in conflict with the terms and provisions of this Resolution shall remain in full force and effect.

BE IT FURTHER RESOLVED, that the City Clerk is directed to publish this resolution as a Class I notice under Chapter 985 of the Wisconsin Statutes and to mail a copy of this Resolution to every property owner whose name appears on the assessment roll and whose post office address is known or can be ascertained with reasonable diligence.

BE IT FINALLY RESOLVED, that any person who has an interest in property affected by this action who feels aggrieved thereby may, within 40 days after the date of adoption of this Resolution, appeal to the Circuit Court for Milwaukee County as set forth in Wis. Stat. § 66.0701 and §207-15. of the City of Franklin Municipal Code.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/15/16
REPORTS & RECOMMENDATIONS	RESOLUTION CONDITIONALLY APPROVING A PRELIMINARY PLAT FOR EVERGREEN PARK ESTATES SUBDIVISION (AT APPROXIMATELY 7501 SOUTH 49TH STREET) (RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC., APPLICANT)	ITEM NUMBER <i>G. 7.</i>

At its November 3, 2016 meeting, the Plan Commission reviewed an amended Preliminary Plat for the proposed Evergreen Park Estates subdivision development. The preliminary plat was amended to add a cul-de-sac extending from W. Evergreen Street as well as a storm water pond to accommodate six additional lots. The amended plat is attached following the draft resolution. The November 3rd Plan Commission staff report and plans submitted by the applicant, including the previous version of the plat, are also attached for your review.

At that meeting, the applicant discussed the possibility of utilizing the existing storm water pond located at Pleasant View Neighborhood Park to accommodate the subdivision development. Based upon that discussion, the Plan Commission passed a motion "to recommend approval of a resolution conditionally approving a Preliminary Plat for Evergreen Park Estates Subdivision, including the Plan Commission recommendations of not creating a new lot if the applicant decides to utilize the City's storm water pond and instead the existing lots be widened to accommodate moving them out of the conservation easement and the trail extending from the cul-de-sac to the park parking lot be paved to the property line and the location of the trails shown on the plat."

After further discussion with staff, the applicant has submitted a revised Preliminary Plat that includes a separate storm water pond for the subject development, opposed to utilizing the City's pond. The revised plat shifts Evergreen Park Court to the west, which widened Outlot 4 from 13.4 feet to 20 feet as requested by the Plan Commission. The small segment of walkway from the cul-de-sac to the park is shown as well.

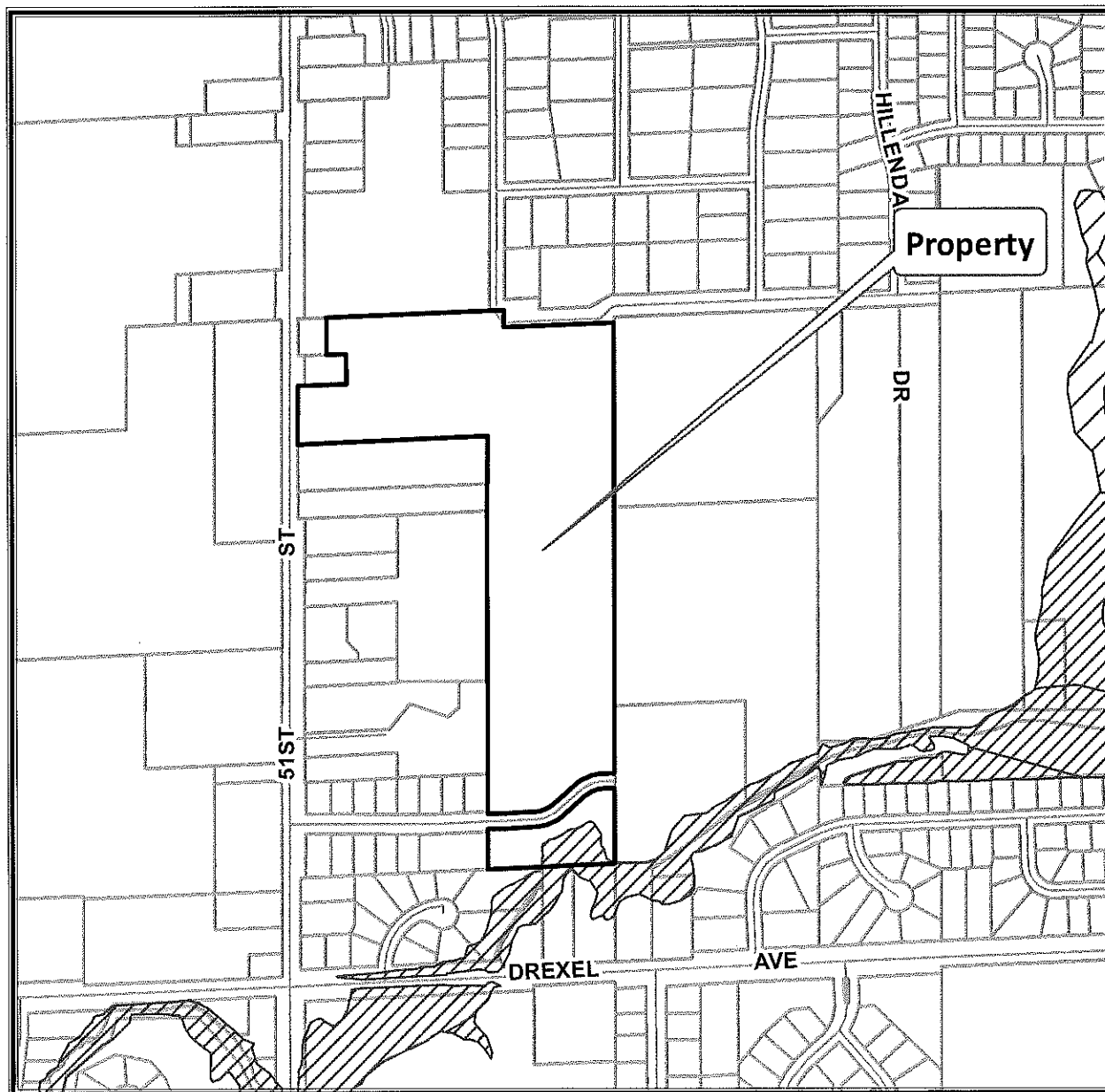
Please be aware that the applicant has requested the opportunity to speak if there are questions or concerns.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2016-_____, a resolution conditionally approving a Preliminary Plat for Evergreen Park Estates Subdivision (at approximately 7501 South 49th Street) (Rick J. Przybyla, President of Creative Homes, Inc., Applicant).



7501 S. 49th Street
TKN: 788 9981 001



Planning Department
(414) 425-4024

0 380 760 1,520 Feet

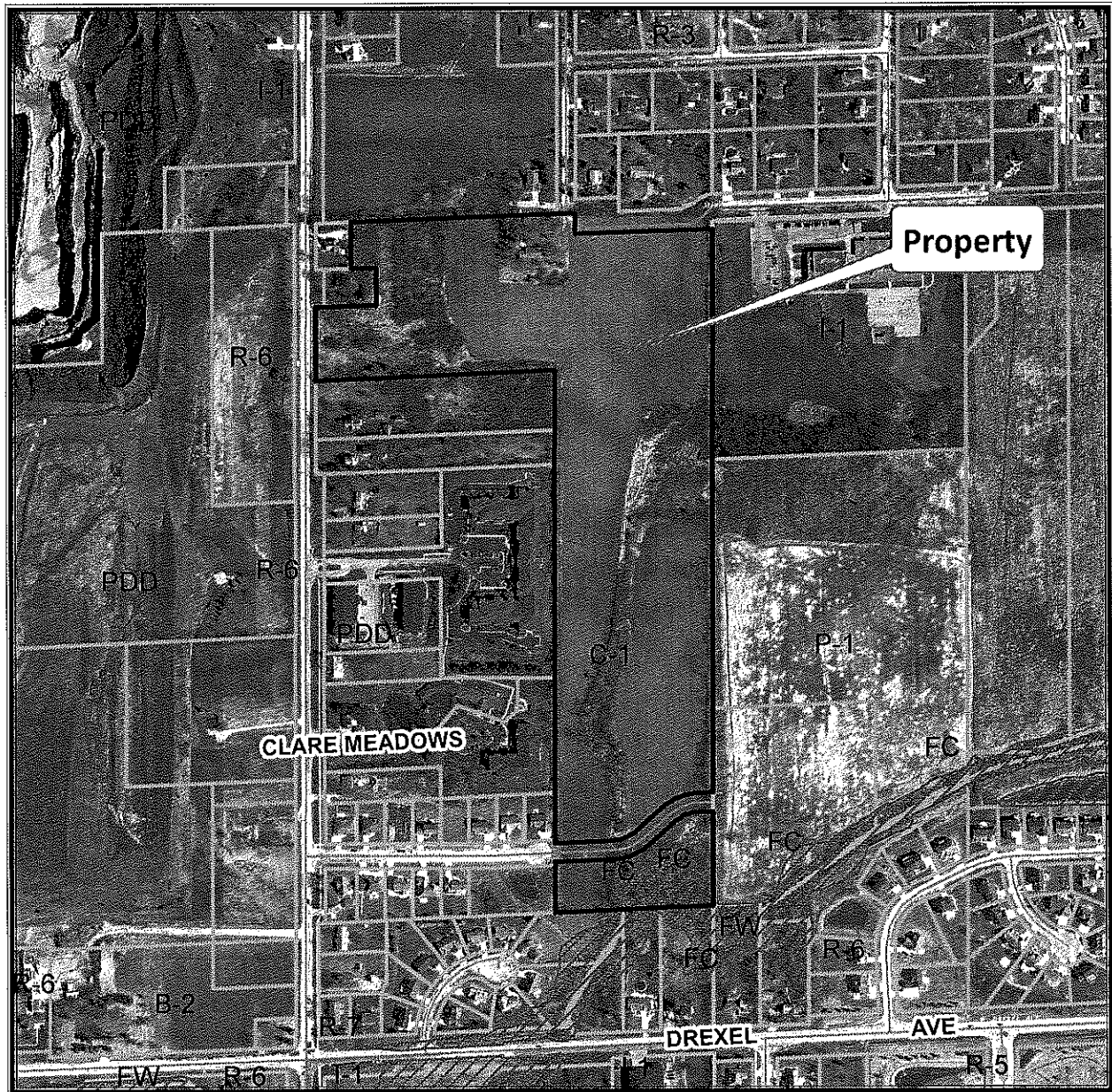


2016 Aerial Photo

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.



7501 S. 49th Street
TKN: 788 9981 001



Planning Department
(414) 425-4024

0 305 610 1,220 Feet



2016 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.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 11-3-16]

RESOLUTION NO. 2016-_____

A RESOLUTION CONDITIONALLY APPROVING A
PRELIMINARY PLAT FOR EVERGREEN PARK ESTATES SUBDIVISION
(AT APPROXIMATELY 7501 SOUTH 49TH STREET)
(RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC., APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a preliminary plat for Evergreen Park Estates Subdivision, such plat being a part of lands in the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at approximately 7501 South 49th Street, bearing Tax Key No. 788-9981-001, Rick J. Przybyla, President of Creative Homes, Inc., applicant; said application being for an in effect amended Preliminary Plat, a prior preliminary plat application for the subject property having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof at its meeting on July 21, 2016, pursuant to certain conditions, followed thereafter by the applicant's written requests to withhold further review of the original filing pending the filing of the current application and applicant's stated intent that the current application replace the original filing; and

WHEREAS, the proposed Preliminary Plat now includes one lot south of West Evergreen Street (Lot 1), one lot north of West Evergreen Street (Lot 2), two lots east of South 51st Street (Lots 11 and 12), 8 lots on the west side of a cul-de-sac extending north from West Evergreen Street, and four outlots, which are reserved for future single-family residential lots, proposed and future storm water management facilities and/or consist of protected natural resource features; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed preliminary plat 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 Preliminary Plat of Evergreen Park Estates Subdivision, as submitted by Rick J. Przybyla, President of Creative Homes, Inc., as described above, be and the same is hereby approved, subject to the following conditions:

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

RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC. – PRELIMINARY
PLAT

RESOLUTION NO. 2016-_____

Page 2

2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Creative Homes, Inc., successors and assigns and any developer of the Evergreen Park Estates 12 lot single-family residential subdivision development 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 Evergreen Park Estates 12 lot single-family residential subdivision development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
4. The approval granted hereunder is conditional upon Rick J. Przybyla, President of Creative Homes, Inc. and the Evergreen Park Estates 12 lot single-family residential subdivision development project for the property located at approximately 7501 South 49th Street: (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.
5. The Evergreen Park Estates 12 lot single-family residential subdivision development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
6. Any land disturbance and impervious surface within Lots 11 and 12 shall be made part of, and included in, the storm water calculations for any future phase of development upon the subject property.
7. The applicant shall submit a revised Preliminary Plat application for Department of City Development review and approval, prior to submittal of a Final Plat, which includes:
 - a. A Grading and Drainage Plan, including the impact upon the existing tree line along the east side of the property.
 - b. A draft Subdivision Development Agreement.

RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC. – PRELIMINARY
PLAT

RESOLUTION NO. 2016-_____

Page 3

c. Storm water management calculations.

8. All building setback lines shall be a minimum of six feet from conservation easement boundaries when protected groves or woodlands are present.
9. Wherever a conservation easement exists on an individual lot, the applicant shall mark the location of the conservation easement onsite utilizing signage or boulders.
10. The applicant shall pave the walking trail between Lots 8 and 9 up to the 50-foot wetland setback line at the same time as construction of the proposed Evergreen Park Court and prior to issuance of an Occupancy Permit for an individual home.
11. The tree survey provided by the applicant shall be further reviewed by staff and the applicant's consultant or by a third party consultant to be paid for by the applicant, at the Planning Manager's discretion, to verify if additional woodlands, including groves are present onsite and require protection. Any additional woodlands present shall be shown on the Natural Resource Protection Plan and protected in a conservation easement as required by the Unified Development Ordinance view of tree survey to ensure all woodlands and groves are protected as required by the Unified Development Ordinance.
12. The applicant shall prepare a written conservation easement document for submittal as part of the Final Plat Application for Common Council review and approval.
13. Any proposed subdivision monument sign(s) shall be subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Inspection Department.
14. The lands within the Preliminary Plat include lands specially benefitted and specially assessed for the installation of sanitary sewer, water main, sanitary sewer laterals, water main laterals and the extension of a public street including curb and gutter along with the necessary appurtenances on West Evergreen Street as extended from a point 800 feet east of South 51st Street to a point 1,360 feet east of South 51st Street, pursuant to Resolution No. 2014-7001, as amended by Resolution No. 2016-7211; as assessed lots 3 and 4 were prior planned lots and are no longer existent under the Preliminary Plat, applicant shall pay in full the assessments of \$31,227.69 and \$28,213.00 for such previously planned lots, together with all interest and any costs accrued thereon, within 10 days of the adoption of this Resolution or this Resolution shall be null and void; pursuant to Common Council action of even-date herewith adopting an amendment to the aforesaid Resolution(s) and an amendment to Municipal Code §207-15.K.(2)(g), the lot 1 assessment of \$34,441.47 and the lot 2 assessment of \$34,526.79, together with all interest and any costs accrued thereon,

RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC. – PRELIMINARY
PLAT

RESOLUTION NO. 2016-_____

Page 4

respectively, shall be due and paid in full upon the sale, transfer or other conveyance
of the subject lot for such lot after the date of adoption of this Resolution.

Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2016.

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2016.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

PRELIMINARY PLAT: EVERGREEN PARK ESTATES

Part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

OWNER/DEVELOPER/MAP PREPARED FOR:

Creative Homes, Inc.
12445 W. Lincoln Ave.
Franklin, WI 53132
(414) 524-0858

TYPE OF PLAT:

Single Family Residential

SITE DATA:

Proposed Number of Lots = Twelve (12)
One Dwelling Unit per Lot
Gross Site Area = 1,423,214 Square Feet (32.67 acres)

ZONING DATA:

Existing Zoning: R-6, FW
Proposed Zoning: R-6, FW
Minimum Lot Area: 1,000 Sq. Ft.
Minimum Lot Width at Setback Line = 90 Feet
Minimum Lot Width at Setback Line
(Corner Lot) = 100 Feet
Minimum Front Yard Setback = 30 Feet
Minimum Side Yard Setback = 10 Feet
Minimum Rear Yard Setback = 10 Feet
Minimum Wetland Buffer = 50 Feet
Minimum Shore Setback = 75 Feet

BASEMENT RESTRICTION

Although all lots in this Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 239 Wisconsin Statutes, some lots may contain soil conditions which, due to the possible presence of groundwater near the surface, may require soil engineering and foundation design. It is recommended that either a licensed professional engineer or other soils expert design a basement and foundation which will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that special measures be taken. Soil conditions should be subject to special investigation and design prior to construction and no specific representation is made herein.

CONSERVATION EASEMENT RESTRICTIONS

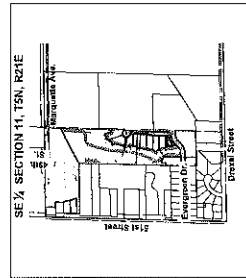
Those areas of land which are designated as Conservation Easements of this subdivision plat shall be subject to the following restrictions:
1. Grading and filling shall be prohibited.
2. The removal of topsoil or other earthen materials shall be prohibited.
3. Any intentional or unintentional destruction of any vegetation, trees, shrubs, grasses, etc., shall be prohibited with the exception of the removal of dead, diseased or dying vegetation at the discretion of the landowner, or silvicultural thinning upon the approval of a naturalist and the approval of the City of Franklin.
4. Grazing by domesticated animals, i.e., horses, cows, etc., shall be prohibited.
5. Planting of plant material not indigenous to the existing environment of the natural area shall be prohibited.
6. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
7. Development or construction to work with the City of Franklin to develop a trail or other recreational facility shall be permitted with the approval of the City of Franklin and the City of Franklin's Department of Public Works.

LEGEND

EXISTING RELINQUISHED FORESTAL
EXISTING CULTURED
EXISTING STORM WATERSHED
EXISTING OUTCROPS
EXISTING ZONING

The Southwest Corner of the Southwest 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

MAP PREPARED BY:
Kenneth B. Melting, P.L.S.
Lynch & Associates Engineering Consultants, LLC
5482 S. Westridge Dr.
New Berlin, WI 53151



LOCATION DRAWING



1" = 100'

Bearings refer to Grid North of the Wisconsin State Plane Coordinate System, Zone 16N, which is the basis for all bearings shown on this plat. The West line of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East has a reference bearing of N 01° 31' 24" W. Elevations based on North American Vertical Datum of 1988 (NAVD-88)

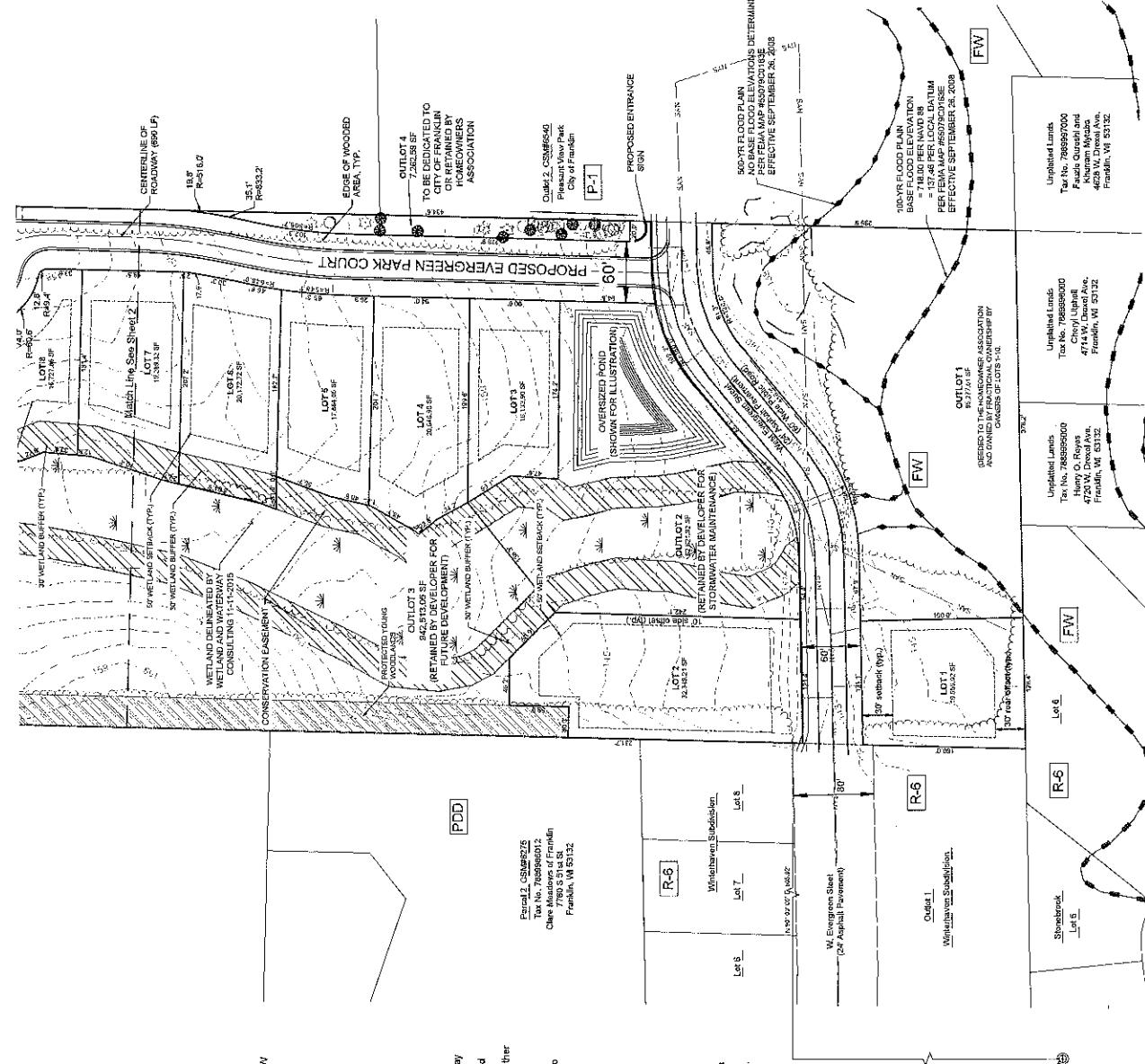


I have surveyed the above-described property and the above plat is a true representation of the same as the same was shown to me by the owner or his agent. I am a duly Licensed Professional Surveyor in the State of Wisconsin. My commission expires on 12/31/2016. My office is located at 5482 S. Westridge Dr., New Berlin, WI 53151. My telephone number is (262) 244-8987. My fax number is (262) 244-8987.

Kenneth B. Melting
Lynch & Associates
5482 S. Westridge Dr.
New Berlin, WI 53151
(262) 244-8987



Sheet 1 of 3
Project No. 15-047
Date: July 19, 2016
Revised: October 5, 2016



Unplatted Lands
Tax No. 788597000
Paula Gurecki and
Michael Gurecki
4231 W. Delmar Ave.
Franklin, WI 53132

Unplatted Lands
Tax No. 788599000
Cheryl Upfal
4723 W. Delmar Ave.
Franklin, WI 53132

Unplatted Lands
Tax No. 788599000
Henry O. Reyes
4723 W. Delmar Ave.
Franklin, WI 53132

Unplatted Lands
Tax No. 788599000
Henry O. Reyes
4723 W. Delmar Ave.
Franklin, WI 53132

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4723 W. Delmar Ave.
Franklin, WI 53132

Unplatted Lands
Tax No. 788599000
Henry O. Reyes
4723 W. Delmar Ave.
Franklin, WI 53132

Part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.



- 
 EXISTING TELEPHONE PEDESTAL
 EXISTING CULVERT
 EXISTING STORM INLET MANHOLE
 EXISTING CONTOUR
 EXISTING ZONING

1574

Sheet 3 of 3
Project No. 15-047
LYNCH & ASSOCIATES
6412 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151
(262) 248-3197



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of November 3, 2016

Preliminary Plat

RECOMMENDATION: City Development Staff recommends approval of the Preliminary Plat Applications for the development of 12 single-family residential lots, subject to the conditions as noted in the attached draft resolution.

Project Name:	Evergreen Park Estates Rezoning and Preliminary Plat
Project Address:	7501 South 49 th Street
Applicant:	Rick Przybyla, Creative Homes, Inc.
Owners (property):	Franklin Oasis, LLC
Current Zoning:	R-6 Suburban Single-Family Residence District and C-1 Conservancy District
Proposed Zoning:	R-6 Suburban Single-Family Residence District
Use of Surrounding Properties:	Single-family residential to the north and south, Pleasant View Elementary School and Pleasant View Neighborhood Park to the east and single-family and multi-family residential to the west
Applicant Action Requested:	Recommendation of approval of the Rezoning and Preliminary Plat

Introduction:

Please note:

- Staff recommendations are underlined, in italics and are included in the draft ordinance.
- Staff suggestions are only underlined and are not included in the draft resolution.

On June 20, 2016, the applicant submitted an application for a Rezoning and Preliminary Plat for property located at 7501 South 49th Street. The preliminary plat proposed to subdivide the existing 32.67-acre property into six R-6 single-family residential lots and five outlots. At the request of Department of City Development staff, the applicant also submitted a Rezoning Application to rezone a portion of the property from C-1 Conservancy District to R-6 Suburban Single-Family Residence District.

At the July 21, 2016 meeting, the Plan Commission recommended approval of the proposed Rezoning and Preliminary Plat. The Rezoning was approved at the October 4, 2016 Common Council meeting; however, the applicant did not move forward with the preliminary plat at that time. The applicant was waiting for a navigability determination from the Wisconsin Department of Natural Resources and later decided to revise the preliminary plat. The preliminary plat was amended to add a cul-de-sac extending from W. Evergreen Street and a storm water pond to

accommodate six additional lots. As staff considered this to be a significant change to the plat, the applicant, on October 10, 2016, submitted a revised plat for staff and Milwaukee County review.

The revised Evergreen Park Estates subdivision plat includes 12 lots and 4 outlots, which are further described below. Note that a future concept plan for the northern portion of the property has also been provided as a separate exhibit.

Project Description/Analysis:

The subject property is located between West Evergreen Street and the future extension of West Marquette Avenue, east of South 51st Street (Taxkey No. 788-9981-001). The property currently contains one single-family home and is approximately 32.67 acres.

The proposed Evergreen Park subdivision layout includes 12 residential lots and 4 outlots. Lot 1 is located south of West Evergreen Street, Lot 2 is located on the north side of W. Evergreen Street opposite Lot 1, eight lots are located on a cul-de-sac extending north from W. Evergreen Street (Lots 3 through 10) and two lots are located east of South 51st Street (Lots 11 and 12).

The lots range in size from about 16,724 square feet to approximately 32,349 square feet, all exceeding the R-6 Residence District minimum of 11,000 square feet. The average or mean lot size is about 21,193 square feet. Lots 1 and 2 will be accessible from West Evergreen Street, Lots 3 through 10 will have access from the proposed Evergreen Park Court and Lots 11 and 12 will be provided ingress/egress from South 51st Street.

The applicant has included a walking trail between Lot 8 and Lot 9. This trail will be extended at the time of Phase 2 to provide a connection from the future extension of W. Marquette Avenue to Pleasant View Neighborhood Park through this subdivision development. Staff recommends that the applicant shall pave the walking trail between Lots 8 and 9 up to the 50-foot wetland setback line at the same time as construction of the proposed Evergreen Park Court and prior to issuance of an Occupancy Permit for an individual home. Staff suggests this be paved to the lot boundary, as such, a Natural Resource Protection Standards Public Streets, Sidewalks and Trails exemption would be necessary.

Outlot 1 is located south of W. Evergreen Street and mostly consists of protected natural resource features, largely the 100-year and 500-year floodplain. Outlot 2 includes protected natural resource features and the proposed storm water management pond and will be retained by the developer. Outlot 3 is located on the northern portion of the property and will also be retained by the developer for the planned future phase(s) of the subdivision. Lastly, Outlot 4 is located to the east of the proposed Evergreen Park Court. Outlot 4 is approximately 13-feet wide and will be dedicated to the City. This outlot is meant to help ensure that the existing tree line at that location is protected.

A storm water pond exists to the south east of West Evergreen Street and the proposed subdivision development. The storm water pond design anticipated six residential lots abutting West Evergreen Street and was sized and constructed accordingly; therefore, the applicant had to

provide additional storm water facilities to accommodate the additional lots. As mentioned, a pond is proposed within Outlot 2. Note that staff is recommending that any land disturbance and impervious surface within Lots 11 and 12 be made part of and included in the storm water calculations for any future phase of development upon the subject property.

Please be aware that the applicant has indicated and briefly discussed with staff, the possibility of re-sizing and utilizing the existing pond on City property for the proposed subdivision development and converting the area proposed for storm water management into a buildable lot, with a donation to the park as well. This will require additional discussions with the City; however, if this occurs it will require an amendment to the plat, which could potentially be done at the time of Final Plat, if deemed to still substantially conform to the Preliminary Plat. Staff notes that if the existing pond is utilized, the proposed Evergreen Park Court could be moved further west to greater protect the tree line on that side of the property, as opposed to the creation of an additional buildable lot.

Generally related to the plat, staff is also recommending that the applicant shall submit a revised Preliminary Plat application for Department of City Development review and approval, prior to submittal of a Final Plat, which includes:

- a grading and drainage plan, including the impact upon the existing tree line along the east side of the property;
- a draft Subdivision Development Agreement; and
- storm water management calculations.

Although there is not a second ingress/egress from West Evergreen Street to/from South 51st Street, the proposed Evergreen Park Court itself is less than 800-feet in length, which complies with Section 15-5.0103 of the UDO (below). It can also be noted that a public path, wide enough to accommodate emergency vehicles, is envisioned to extend from Evergreen Park Court northward through the future phase of this subdivision to Marquette Avenue.

Length. Cul-de-sac streets designed to have one (1) end permanently closed shall not exceed eight hundred (800) feet in length.

Natural Resource Protection Plan:

A Natural Resource Protection Plan (NRPP) is required as part of the Preliminary Plat Application submittal. According to the project narrative, the site contains wetlands and associated wetland buffers and setbacks, floodplain and young woodlands.

The wetlands were delineated by Dave Meyer of Wetland and Waterway Consulting on November 11, 2015. A full and complete wetland delineation report is on file with the Department of City Development. The cover letter of that report is attached. Dave Meyer is a Wisconsin Department of Natural Resources (WDNR) assured delineator; therefore, Department of City Development staff did not require separate review by a City consultant.

The applicant has identified two wetlands on the property. The wetlands are illustrated on the Preliminary Plat. A large wetland runs through the middle of the property and a smaller wetland exists to the east of the properties located at 7582 and 7610 S. 51st Street. The Wisconsin

Department of Natural Resource Features Water Surface Data Viewer identifies the larger wetland as an intermittent stream; however, the WDNR provided a letter, dated October 3, 2016 indicating that the waterway is non-navigable.

The applicant also completed a detailed tree survey of the property, which is attached for review. The NRPP shows approximately 2.888 acres of young woodland present. The applicant is proposing to disturb 1.144 acres or 50% of young woodlands onsite, which meets the protection standard of 50% per Table 15-4.0100 of the UDO.

In review of the applicant's tree survey, staff has determined that a grove exists adjacent to the existing home on the north side of the property. Staff also finds that it is likely a grove exists within the tree line located along the east side of the property as well. Staff recommends that the tree survey be further reviewed by staff and the applicant's consultant or by a third party consultant to be paid for by the applicant, at the Planning Manager's discretion, to verify if additional woodlands, including groves are present onsite and require protection. Any additional woodlands present shall be shown on the Natural Resource Protection Plan and protected in a conservation easement as required by the Unified Development Ordinance.

The applicant has not yet provided a written conservation easement for staff review. Staff recommends that the applicant shall prepare a written conservation easement document for submittal as part of the Final Plat Application for Common Council review and approval. Staff suggests that the conservation easement also include the 50-foot wetland setback.

Staff is also recommending, with agreement from the applicant, that where a conservation easement exists on an individual lot, the applicant shall mark the location of the conservation easement onsite utilizing signage or boulders. As currently proposed, this will apply to Lots 6 through 10.

Signage:

The applicant did not provide any signage information for this phase of the development. Staff recommends that any proposed subdivision monument sign(s) shall be subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Inspection Department.

Comprehensive Master Plan:

The 2025 Future Land Use Map designates the property at 7501 South 49th Street as Residential and Areas of Natural Resource Features. The proposed single-family residential use, along with the protection of natural resources features within a conservation easement, is consistent with the City of Franklin 2025 Comprehensive Master Plan.

Staff Recommendation:

City Development Staff recommends approval of the Preliminary Plat Applications for the development of 12 single-family residential lots, subject to the conditions as noted in the attached draft resolution.



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

Date: 10-26-2016

Mr. Nick Fuchs,
City of Franklin

Re: Revised Evergreen Park Estates Preliminary Plat Staff Comments
Evergreen Park Estates

Dear Mr. Fuchs,

Thank you for your prompt review and assistance on the Evergreen Park Estates sub-division.
Below are our responses to the comment letter provided on October 19, 2016.

Department of City Development

1. The lot number has been revised to 12 per the comments.
2. The conservation easement has been depicted more clearly on the preliminary plat as requested.
3. The wetland buffer and wetland setback have been more clearly labeled.
4. There are no protected natural resource areas found or indicated on the survey for Lot 1.
5. It is the preference of the developer to protect the wetland buffers by the placement of signs and stone markers. The reduction of the lot sizes would negatively impact the character of the proposed development.
 - Lot 2 has been adjusted to be out of the protected woodlands and conservation easement..
 - All building setback lines are greater than a minimum of six feet from the conservation easement.
 - Reducing the lot sizes to exclude the wetland buffers would impact the constructability and value of some of the lots. The UDO currently allows wetland buffers in residential lots and the current plan complies with the ordinance.
 - It is the developer's preference to mark the conservation easement will marked on the properties with signage or boulders.
6. By code for a mature woodland an area or strand of trees whose total combined canopy covers an area of one acre or more and at least fifty percent of which is composed of canopies of trees having a diameter of at least 10" at breast height. The eastern area is less than an acre. Therefore it cannot be a mature woodland. To be considered a young woodland, an area or strand of trees whose total combined canopy covers an area of one-half acre or more and at least fifty percent of which is composed of canopies of trees having a diameter of at least 3 inches at breast height. The southeastern area does not have a consistent canopy that is larger than half an acre. Therefore it cannot be considered a young woodland.
 - It is the developer's intent to protect as many trees as reasonable, while preserving the integrity of the development.
 - Options are being contemplated to reduce impacts to the tree line, and we would request to work with staff on those options.

7. The report has been revised to include the delineation report by Dave Meyer.
8. The NRPP narrative has been modified to say the conservation easement will be owned by the Homeowner's Association when not located on private lots.
9. The owner would like to wait to pave the walkway until the water main installation has been completed in future developments. It is our intent to extend the watermain to the limits of the conservation with this development.
10. Conversations and an agreement has been made with Nick Fuchs that the conservation easement document does not need to be submitted until the final plat.
11. The land to the south of lot 12 is planned for future maintenance access to the outlots.
12. A separate exhibit will be provided showing the future phases of the development.
13. Understood, an entrance sign is not planned at this time.
14. Understood, The length of the cul-de-sac meets current standards within the UDO.
15. The calculation worksheet is submitted with this document.
16. The Plan Commission meeting has a public hearing portion which we feel would be an appropriate venue for the discussions.

Engineering Department

1. Lots 1 and 2 are considered to be part of this project and will be included in all stormwater management. It is our understanding that the regional detention pond was designed to accommodate a portion of the development.
 - Lots 12 and 13 will be included with the stormwater calculations for the development.
2. The basin that was originally depicted was conceptual. However, we have adjusted the stormwater pond to more accurately reflect DNR requirements.
3. The area between lots 9 and 10 is part of Outlot 3. A note has been added to clearly identify its purpose on the plans.
4. The right of way has been adjusted to 60 feet.
5. The stormwater pond has been adjusted to meet City of Franklin requirements.

Police Department

No comments.

Fire Department

The proposed road shall meet City of Franklin design standards.

Milwaukee County

Thank you for sending the plans to Milwaukee County for review. We will respond to the comments once received.

Thank you for your time and consideration. If you should have any comments or questions, feel free to contact me at 262.402.5040.

Sincerely,



Daniel E. Meier, P.E.
Director of Private Development

State of Wisconsin
**DEPARTMENT OF NATURAL
RESOURCES**
Waukesha Service Center
141 NW Barstow, Room 180
Waukesha, WI 53188

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



October 3, 2016

Rick Przybyla
9244 W. Grandview Ct
Franklin WI 53132

INF-SE-41-03710

Subject: Navigability Determination

Dear Mr. Przybyla:

This letter follows your request to the Department of Natural Resources (Department) to conduct a navigability determination for a waterway which flows through your property with a tax key number 7889981001, City of Franklin, Milwaukee County. Department staff visited the property on September 7th, 2016 and determined the waterway to be **non-navigable**.

In Wisconsin, the Supreme Court has defined a navigable waterway as one which has a defined bed and banks and carries enough water to float a canoe or other watercraft during high periods of water. Based on this definition, the waterway is non-navigable. While the waterway did have defined bed and bank much of it was either too narrow or not deep enough to float a watercraft. My assessment of the waterway included reviewing historic Department documentation and database records, USGS topographic maps and aerial photographs. The field investigation was conducted on September 7th, 2016, using standard Department protocol regarding the assessment of physical and biological characteristics.

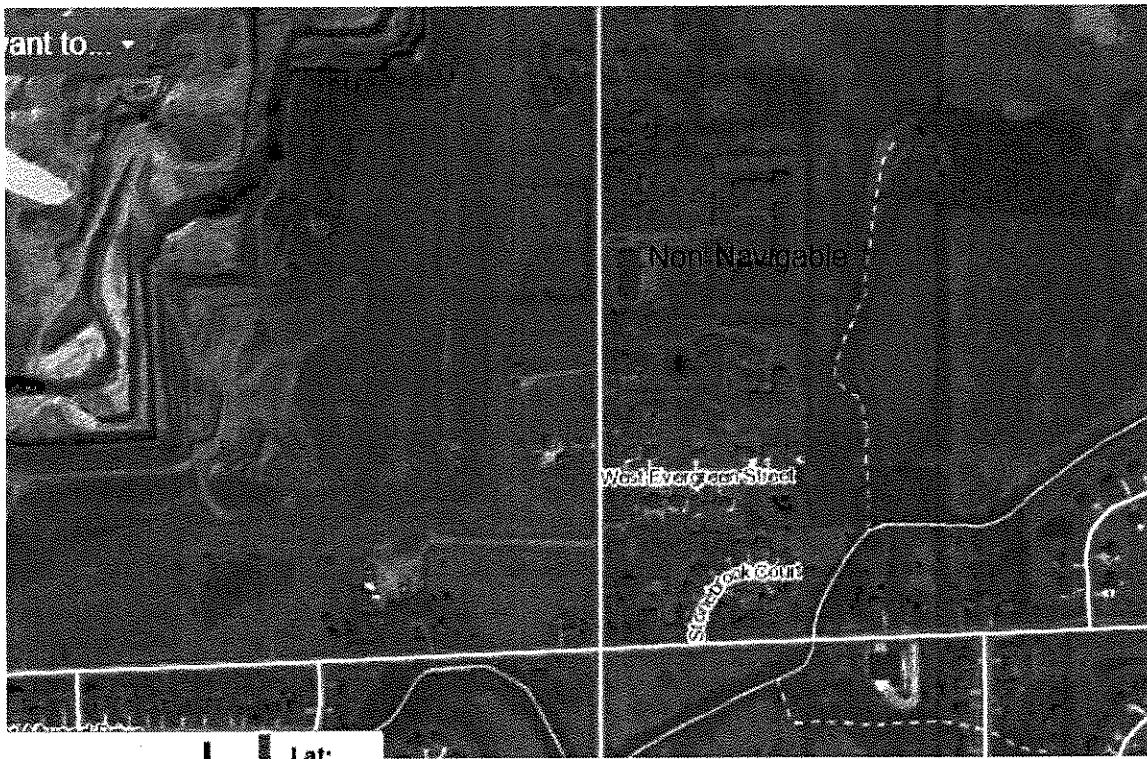
The waterway in question originates in a wetland complex, flows south through a tree line and under Evergreen Ct. See the attached air photo for the location of the non-navigable waterway.

Please contact me if you have any questions.

Sincerely,

Geri Radermacher
Water Management Specialist

Cc: City of Franklin
ACOE
Mike Doble, Lynch & Associates



Non-Navigable tributary to Root River. Site visit 09/07/2016

SECTION 15-3.0502

CALCULATION OF BASE SITE AREA

The **base site area** shall be calculated as indicated in Table 15-3.0502 for each parcel of land to be used or built upon in the City of Franklin as referenced in Section 15-3.0501 of this Ordinance.

Table 15-3.0502

**WORKSHEET FOR THE CALCULATION OF BASE SITE AREA
FOR BOTH RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT**

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.	32.132 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	- ϕ acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space.	- ϕ acres
STEP 4:	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract (-) the land proposed for nonresidential uses; or In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract (-) the land proposed for residential uses.	- ϕ acres
STEP 5:	Equals "Base Site Area"	= 32.132 acres

SECTION 15-3.0503

CALCULATION OF THE AREA OF NATURAL RESOURCES
TO BE PROTECTED

All land area with those natural resource features as described in Division 15-4.0100 of this Ordinance and as listed in Table 15-3.0503 and lying within the **base site area** (as defined in Section 15-3.0502), shall be measured relative to each natural resource feature present. The actual land area encompassed by each type of resource is then entered into the column of Table 15-3.0503 titled "Acres of Land in Resource Feature." The acreage of each natural resource feature shall be multiplied by its respective **natural resource protection standard** (to be selected from Table 15-4.0100 of this Ordinance for applicable agricultural, residential, or nonresidential zoning district) to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. The sum total of all resource protection land on the site equals the **total resource protection land**. The **total resource protection land** shall be calculated as indicated in Table 15-3.0503.

PROTECTION LAND

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non- Residential District.		
Steep Slopes:					
10-19%	0.00	0.60	0.40	X _____ = _____	_____
20-30%	0.65	0.75	0.70	X _____ = _____	_____
+ 30%	0.90	0.85	0.80	X _____ = _____	_____
Woodlands & Forests:					
Mature	0.70	0.70	0.70	X <u>0</u> = _____	_____
Young	0.50	0.50	0.50	X <u>2.288</u> = <u>1.144</u>	_____
Lakes & Ponds	1	1	1	X <u>0</u> = <u>0</u>	_____
Streams	1	1	1	X <u>0</u> = <u>0</u>	_____
Shore Buffer	1	1	1	X <u>0</u> = <u>0</u>	_____
Floodplains/Floodlands	1	1	1	X <u>1.335</u> = <u>1.335</u>	_____
Wetland Buffers	1	1	1	X <u>2.566</u> = <u>2.566</u>	_____
Wetlands & Shoreland Wetlands	1	1	1	X <u>3.804</u> = <u>3.804</u>	_____
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)				<u>8.849</u>	_____

Note: In conducting the calculations in Table 15-3.0503, if two or more natural resource features are present on the same area of land, only the most restrictive resource protection standard shall be used. For example, if floodplain and young woodlands occupy the same space on a parcel of land, the resource protection standard would be 1.0 which represents the higher of the two standards.

CALCULATION OF SITE INTENSITY AND CAPACITY FOR
RESIDENTIAL USES

In order to determine the maximum number of dwelling units which may be permitted on a parcel of land zoned in a residential zoning district, the site intensity and capacity calculations set forth in Table 15-3.0504 shall be performed.

Table 15-3.0504

WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND
CAPACITY FOR RESIDENTIAL DEVELOPMENT

STEP 1:	CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): <u>32.132</u> Multiply by Minimum <i>Open Space Ratio (OSR)</i> (see specific residential zoning district OSR standard): X <u>0.00</u> Equals MINIMUM REQUIRED ON-SITE OPEN SPACE = <u>0</u> acres	
STEP 2:	CALCULATE NET BUILDABLE SITE AREA: Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): <u>32.132</u> Subtract <i>Total Resource Protection Land</i> from Table 15-3.0503) or <i>Minimum Required On-Site Open Space</i> (from Step 1 above), whichever is greater: <u>-8.849</u> Equals NET BUILDABLE SITE AREA = <u>23.283</u> acres	
STEP 3:	CALCULATE MAXIMUM NET DENSITY YIELD OF SITE: Take <i>Net Buildable Site Area</i> (from Step 2 above): <u>23.283</u> Multiply by Maximum <i>Net Density (ND)</i> (see specific residential zoning district ND standard): X <u>2.972</u> Equals MAXIMUM NET DENSITY YIELD OF SITE = <u>69.197</u> D.U.s	
STEP 4:	CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE: Take <i>Base Site Area</i> (from Step 5 of Table 15-3.0502): <u>32.132</u> Multiply by Maximum <i>Gross Density (GD)</i> (see specific residential zoning district GD standard): X <u>2.972</u> Equals MAXIMUM GROSS DENSITY YIELD OF SITE = <u>95.496</u> D.U.s	
STEP 5:	DETERMINE MAXIMUM PERMITTED D.U.s OF SITE: Take the <i>lowest</i> of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above): <u>69.197</u> D.U.s	

Evergreen Estates is a planned residential development at 7501 South 51st Street within the City of Franklin. The project will be located on a 32.132-acre parcel which is bounded by Evergreen Street, S. 51st Street, and S. 49th Street. The site generally slopes from the northwest to the southeast. There are two wetland on site. There is a small wetland located along the west property line. There is a larger wetland running down the middle of the site.

This project is being developed by Creative Homes, Inc. under the direction of Rick Przybyla, President (414-529-0958). Creative Homes is located at 9244 W. Grandview Ct, Franklin, WI 53132. The current owner of the property is Christine Beringer, Franklin Oasis, LLC, 9055 W. Allerton Ave. Greenfield, WI 53228.

Survey crews have been out to the site to survey the existing trees and wetlands. The wetlands have then been checked by a natural resource professional to identify the type of wetland. The wetlands have also been delineated. Everything has been done in accordance with Division 15-4.0101 of the City of Franklin Unified Development Ordinance.

The natural resources within this parcel are as summarized in Table 1:

Table 1: Evergreen Estates Natural Resource Feature Summary

Natural Resource Feature	Protection Standard	Area Present (Acres)	Area Protected (Acres)	Protection Percent
Wetlands	100%	3.804	3.804	100%
Wetland Buffer (30')	100%	2.566	2.566	100%
Floodplain	100%	1.335	1.335	100%
Young Woodlands	50%	2.288	1.144	50%
Streams	100%	0	0	N/A
Totals		9.993	8.849	

Per Section 15-3.0502, Lynch has calculated the "Base Site Area" for the parcel. The total parcel area equals 32.132 acres. Using the "Calculation of Base Site Area for Residential Development", the site has a **"Base Site Area" of 32.132 acres.**

Per Section 15-3.0504 Lynch has also calculated the "Site Intensity and Capacity For Residential Uses." Based on using the calculations outlined in Table 15-3.0504, the **Maximum Number of Permitted Development Units for this parcel is 69.197.**

As noted in Table 1, there are **8.849 acres of natural resource features** which have been designated for protection. These features include Young Woodlands (Attachment 2: Tree Survey), Wetlands (Attachment 5: Wetland Delineation Report), floodplains, and associated buffers. Please see Attachment 3 for a graphic depiction of these areas.

The method of protection for these features will be consolidation of natural resource features into outlots with conservation easements in place to restrict future uses. All conservation easement areas not located on private land will be held in common by the property owner's association for future protection. Conservation easements located on private land will be shown with signs or boulders. A copy of the conservation easement text is attached as Attachment 1.

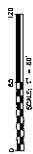
In accordance with the provisions of the City of Franklin Unified Development Ordinance, a map has been prepared to illustrate the planned natural resource protection plan for the proposed development. This is included as Attachment 3.

- Attachment 1: Conservation Easement
- Attachment 2: Tree Survey
- Attachment 3: Site Map and Development Plan
- Attachment 4: Site Intensity and Capacity Calculations
- Attachment 5: Wetland Delineation Report
- Attachment 6: Navigability Determination communication
- Attachment 7: Natural Resource Features Key

The wetlands and natural resources will be protected in accordance with the City of Franklin Unified Development Ordinance. If you have any questions concerning this Natural Resource Protection Plan, please contact Lynch and Associates via Mr. Dan Meier, 262.751.1873.






Part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

[illegible]


 KENNETH B. MENNING, PROFESSIONAL LAND SURVEYOR, S-2976

LEGEND

	EXISTING TELEPHONE PEDESTAL
	EXISTING CULVERT
	EXISTING STORM INLET MANHOLE
	EXISTING CONTOURS
	EXISTING ZONING

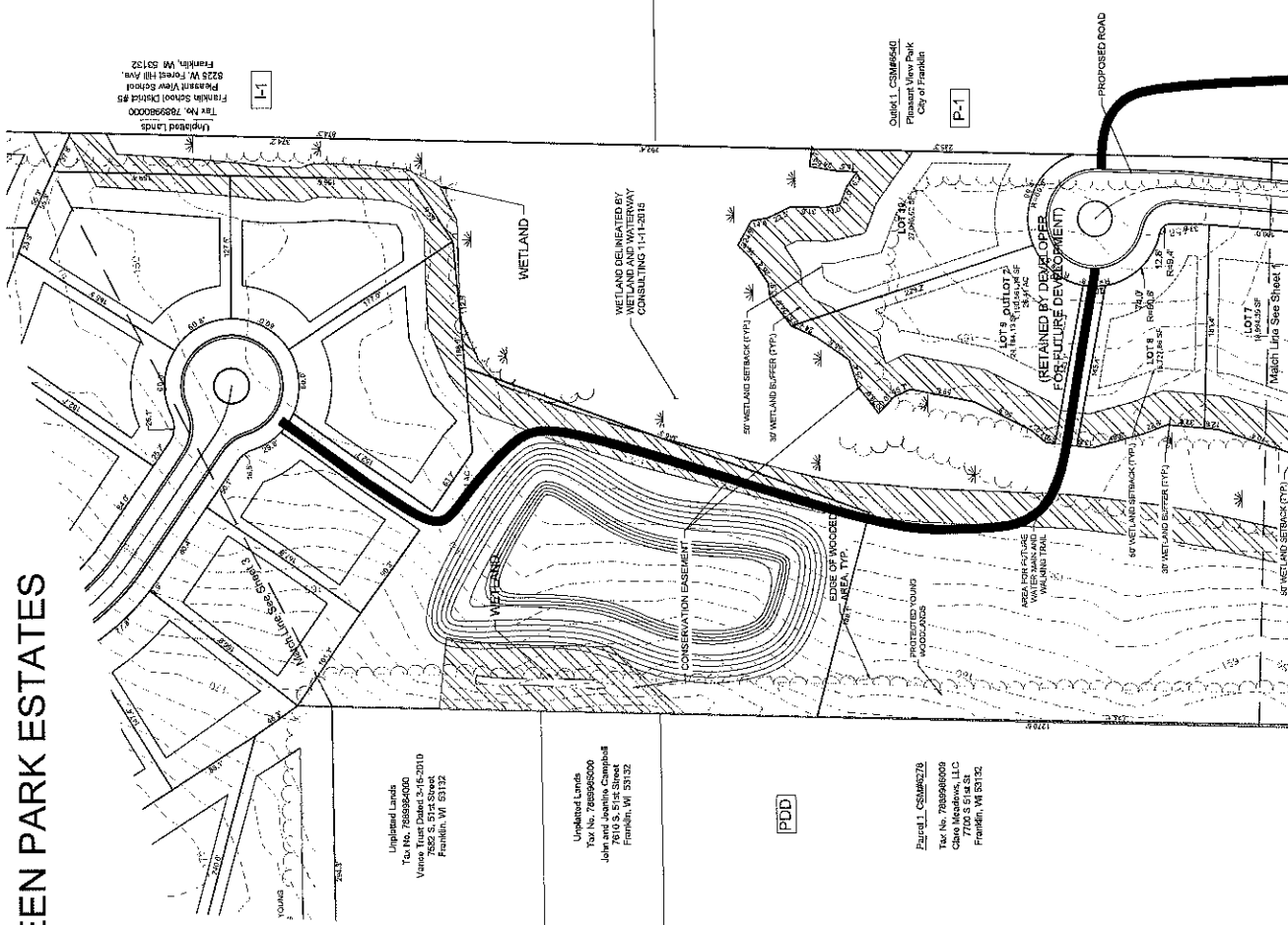
MAP PREPARED BY:
Kenneth B. Mehring, PLS
Lynch & Associates Engineering Consultants, LLC
5482 S. Westridge Dr.
New Berlin, WI 53151

Unplatted Lands
Tax No. 7889984000
Vance Trust Dated 3-15-2010
7682 S. 51st Street
Franklin WI 53132

Unplatted Lands
Tax No. 7889965000
John and Jeannine Campbell
7610 S. 51st Street
Franklin, WI 53132

ପଦ୍ମ

Parcel 1 CS#065278
Tax No. 78089086009
Claro Meadows, LLC
7700 S 51st St
Franklin, WI 53132



Tax No. 788980000
Franklin School District #5
Pleasant View School
8225 W. Forest Hill Ave,
Franklin, MO 63132

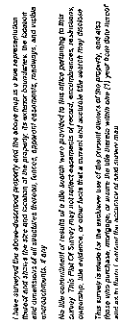
Outlot 1 CSM#6540
Pleasant View Park
City of Franklin



LYNCH & ASSOCIATES
SOCIETY OF PROFESSIONAL ENGINEERS
6412 S. WESTRIDGE DRIVE
NEW BERLIN, IN 46181
(317) 244-2087

Sheet 2 of 3
Project No. 15-047
Date: July 13, 2016
Revised: October 5, 2016

Part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.



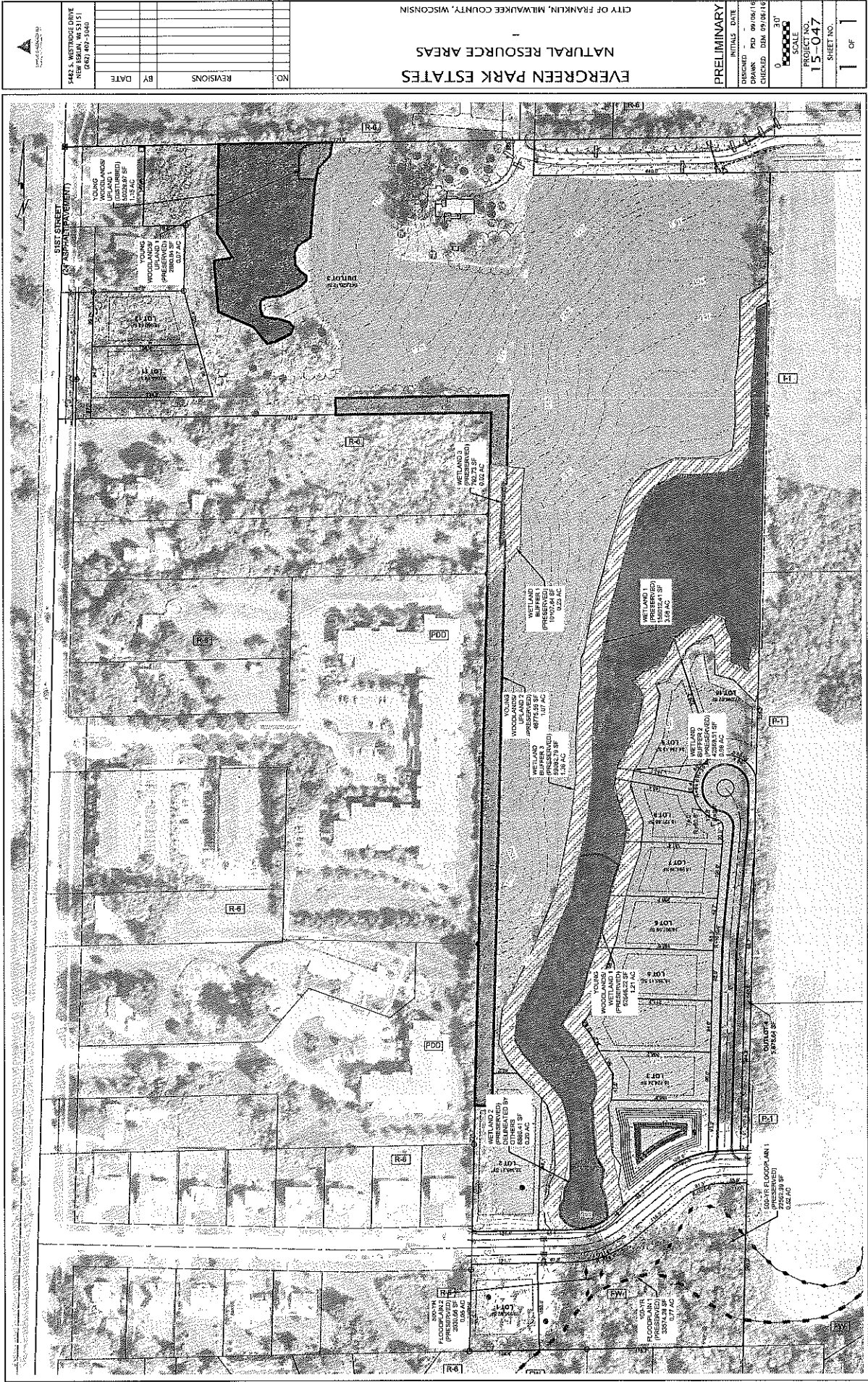
MAP PREPARED BY:
Kenneth B. Mehring, PLS
Lynch & Associates Engineering Consultants, LLC
5482 S. Westridge Dr.
New Berlin, WI 53151

RECEIVED CIVIL DIVISION OFFICE OF THE ATTORNEY GENERAL
JAN 11 1967

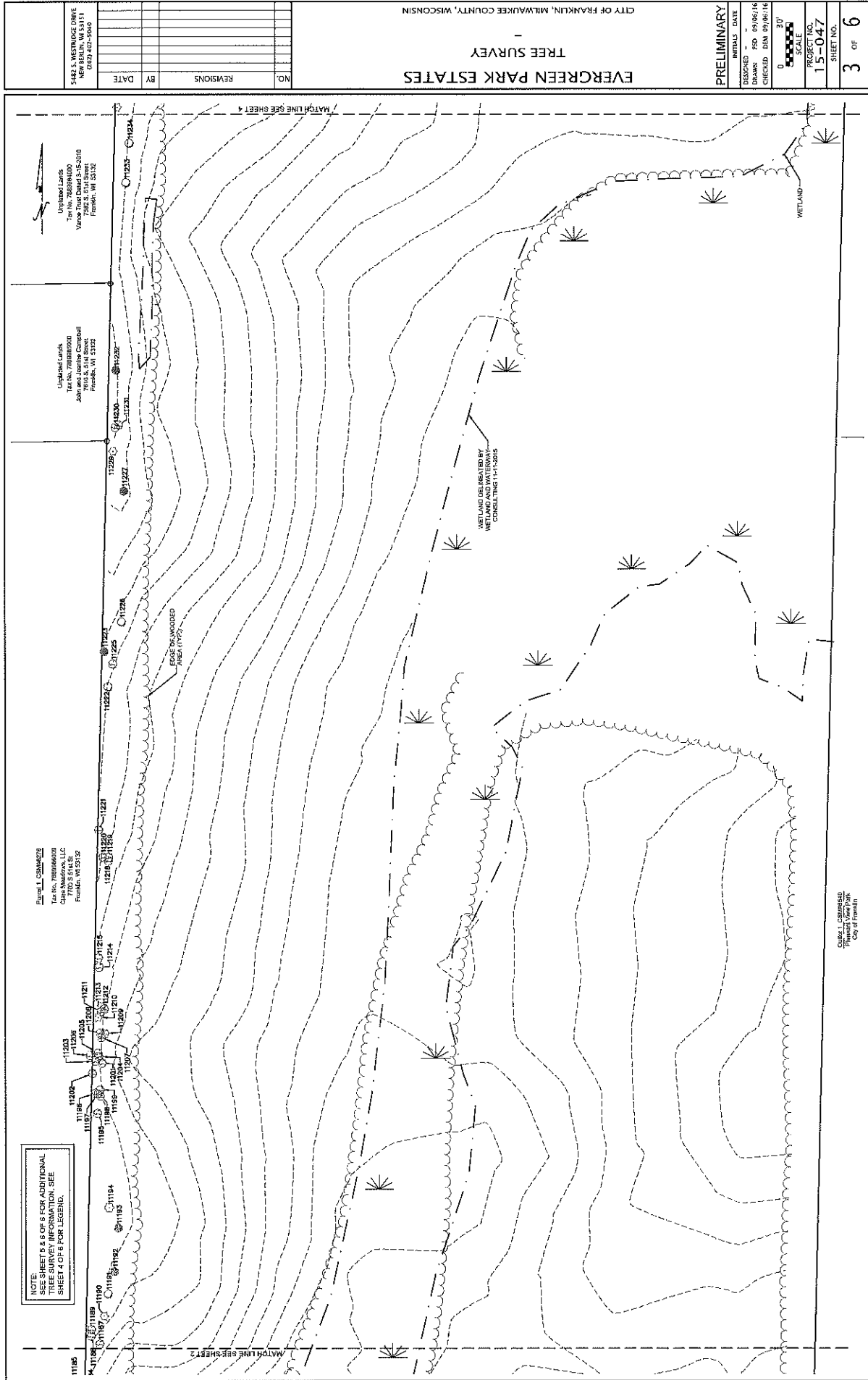
Sheet 3 of 3
Project No. 15-047
Date: July 13, 2016
Revised October 5, 2016



LYNCH & ASSOCIATES
3402 S. WESTRIDGE DRIVE
NEW BERLIN, PA 15110
(202) 240-0657



10/27/2006 10:19 AM
PLAN 0402
F:\ENR\A\Shore\1 - Projects\2015\15-047 - Oakline Homes, Inc. - 45th St & Simpson (CAD) Sheet\15-047 TREE-PRESV-ENR001.dwg



NOTE:
SEE SHEET 5 & 8 FOR ADDITIONAL
TREE SURVEY INFORMATION. SEE
SHEET 4 OF 6 FOR LEGEND.

DAVID L. CAMPBELL
Tree Co. Registration
City of Franklin, WI 53132
7600 S 104th St.
Franklin, WI 53132

Unimproved Land
Tax No. 7808080000
John and Janine Campbell
7600 S 104th St.
Franklin, WI 53132

Unimproved Land
Tax No. 7808080000
Vance Trust dated 3-15-2010
7600 S 104th St.
Franklin, WI 53132

<p>EVERGREEN PARK ESTATES TREE SURVEY</p>		<p>CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN</p>
<p>PRELIMINARY</p>		
<p>DATE: 10/2/2016</p>	<p>BY: [Signature]</p>	<p>CHECKED: [Signature]</p>
<p>PROJECT NO. 15-047</p>	<p>SHEET NO. 3 OF 6</p>	<p>SCALE: 1" = 30'</p>

Part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Creative Homes, Inc.
Mr. Rick Przybyla
8244 W. Grandview Ct.
Franklin, WI 53132
(414) 529-0958

Single Family Residential

Proposed Number of Lots = Twelve (12)

ZONING DATA:

Minimum lot Area=1,000 Sq. Ft.
 Proposed zoning: R-8, Suburban Single-Family Residential. 1 yr

Minimum Lot Width at Setback Line = 90 Feet
Minimum Lot Width at Setback Line
(Corner Lot) = 100 Feet
Minimum Front Yard Setback = 30 Feet
Minimum Side Yard Setback = 10 Feet 19 Foot Corner
Minimum Rear Yard Setback = 30 Feet
Minimum Wetland Buffer = 30 Feet
Minimum Wetland Setback = 50 Feet
Minimum Shore Setback = 75 Feet

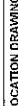
Although all lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 238 Wisconsin Statutes, some lots may contain soil conditions which, due to the possible presence of groundwater near the surface, may require soil engineering and foundation design with regard to basement construction. It is the intent of this report to identify areas of concern and other soils present that may require a basement and foundation which will be saturated soil conditions on basement walls or floors or that special measures be taken. Soil conditions should be subject to each owners special investigation prior to construction and no specific representation is made herein.

Those areas of land which are identified as Conservation Easements of this subdivision plat shall be subject to the following restrictions:

2. The removal of topsoil or other earthen materials shall be prohibited.
3. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited with the exception of the removal of dead, diseased or dying vegetation at the discretion of landowner, or silvicultural thinning upon the approval of a naturalist and the approval of the City of Franklin.
4. Grading or constructed standards, i.e., ditches, cuts, etc., shall be prohibited.
5. The introduction of plant material not indigenous to the area shall be prohibited.
6. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.

EXISTING TELEPHONE PEDESTAL
EXISTING CULVERT
EXISTING STORM INLET MANHOLE
EXISTING CONTOURS
EXISTING ZONING

AP PREPARED BY:
Kenneth B. Manning, PLS
Manning & Associates Engineering Consultants, LLC
4482 S. Westridge Dr.
New Berlin, WI 53151

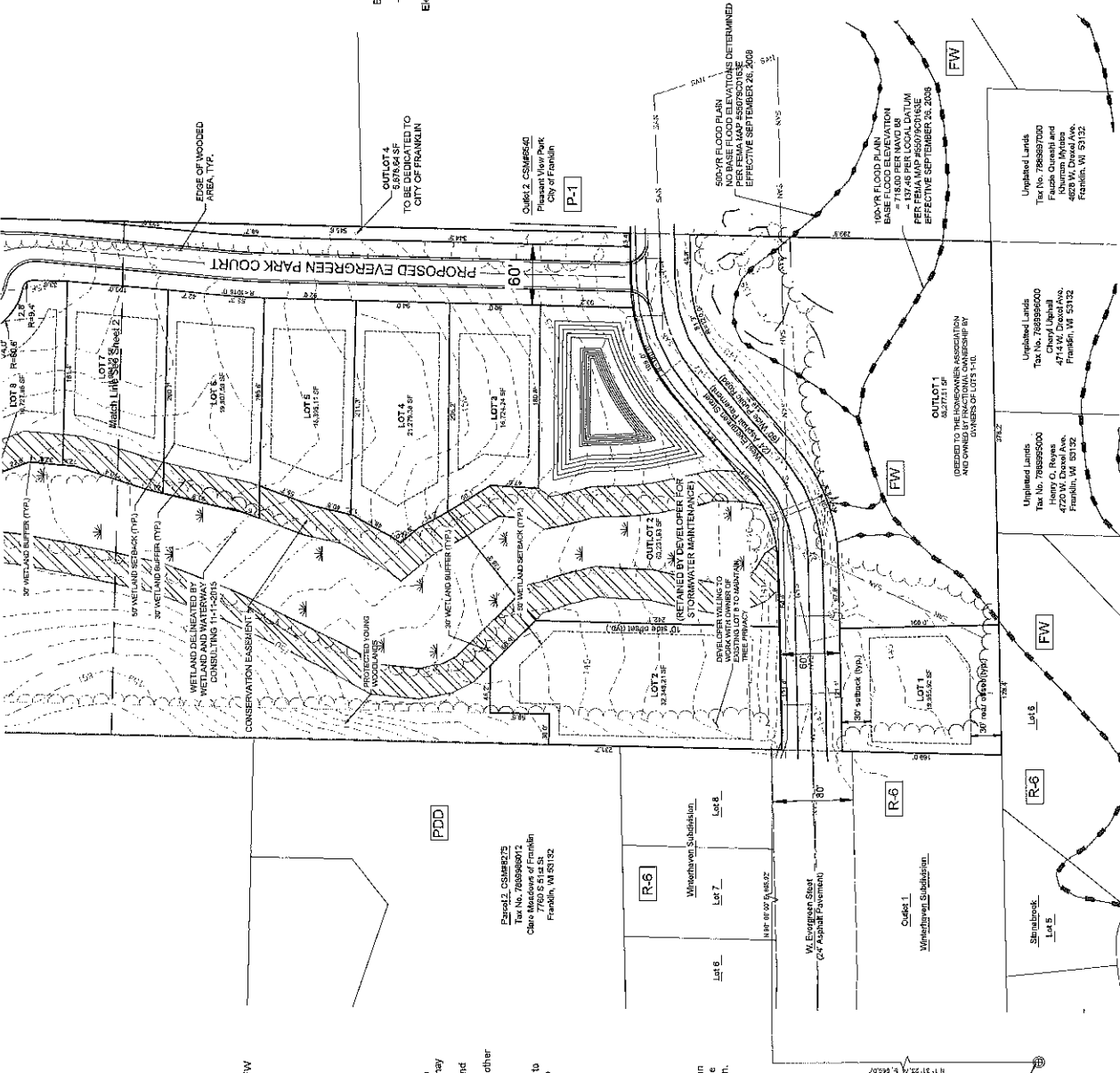


Bearings refer to Grid North of the Wisconsin State Plane Coordinate System Grid, South Zone per NAD-27.
 The West line of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East has a reference bearing of N 01°32'41" W.
 Elevations based on North American Vertical Datum of 1988 (NAVD-88)



I have searched the above-described property and the above map for any encumbrances, liens, mortgages, easements, or other interests in the property, and advise you that the location and dimensions of all structures, fences, easements, mortgages, and other interests in the property are as shown on the attached survey map.

JOHNETH MISHING, PROFESSIONAL LAND SURVEYOR, S-29318



Unplatted Lands
Tax No. 7889897090
Faizle Qureshi and
Khuram Mytoba
4628 W. Dixiel Ave.
Franklin, WI 53132

Unplanted Lands
Tax No. 7839996
Cheryl Uphal
4714 W. Drexel Ave
Franklin, WI 53120

Unp
Tax N
Hen
4720 Y
Frank

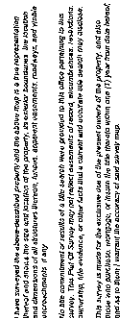
Lot 6

Stonebrook
Lot 5

Wissenschaft

PREPARED BY:

Part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.



MAP PREPARED BY:
Kenneth B. Mehning, PLS
Lynch & Associates Engineering Consultants, LLC
5482 S. Westridge Dr.
New Berlin, WI 53151

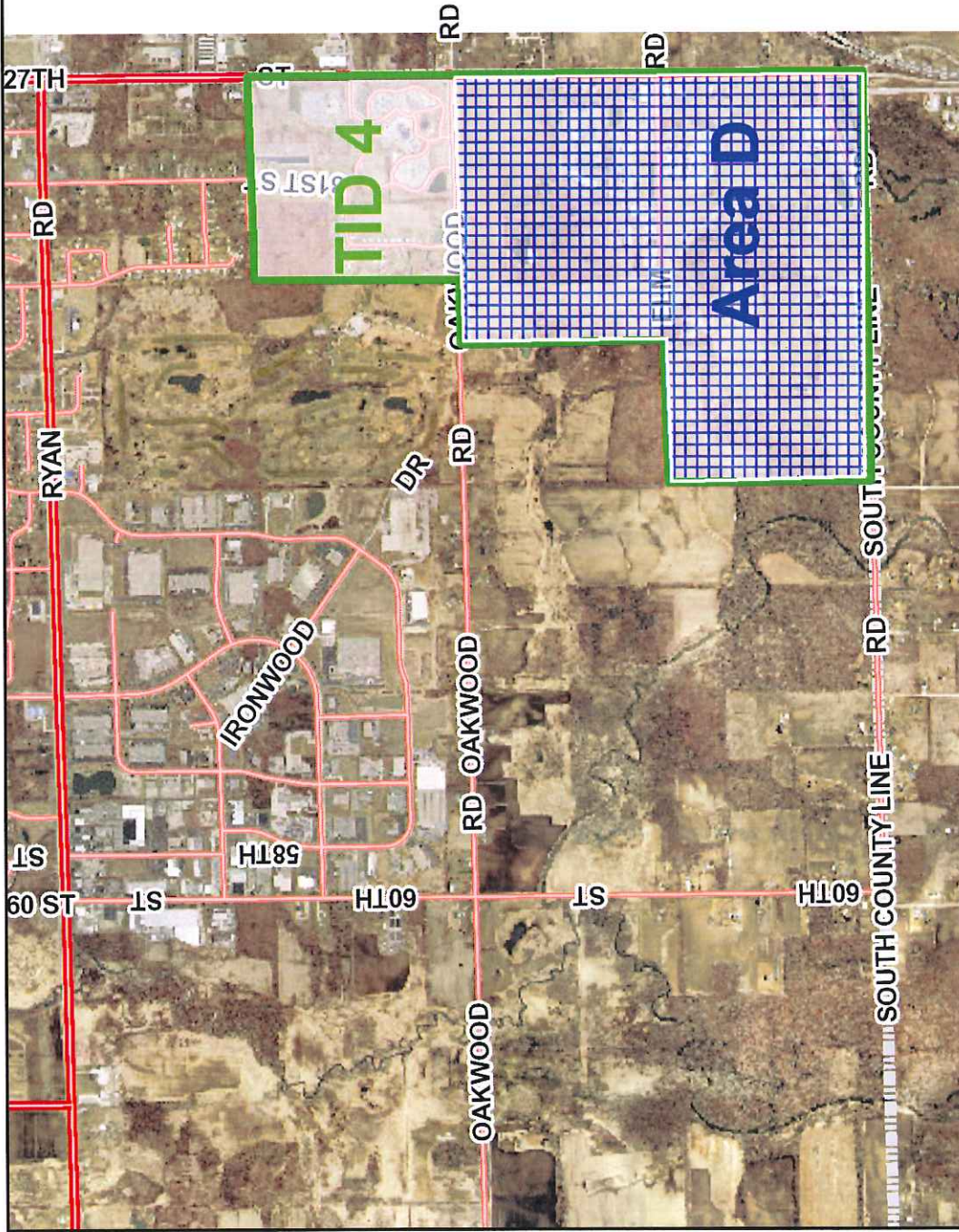
Sheet 3 of 3
Project No. 15-047
Date: July 13, 2016
Revised: October 5, 2016

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/15/16
REPORTS AND RECOMMENDATIONS	Direction to staff to solicit bids to revise engineering and financial services plans within Tax Increment District No. 4 to support development activity in Area D, an area from approximately Oakwood Road south to County Line Road and between 27 th and 42 nd Streets	ITEM NUMBER <i>G. 8.</i>
<p>INTRODUCTION</p> <p>The Director of Economic Development is requesting permission to solicit bids to revise engineering and financial services plans within Tax Increment District No. 4 to support development activity in Area D, an area from approximately Oakwood Road south to County Line Road and between 27th and 42nd Streets. The Common Council approved rezoning this land for Mixed-Use Business Park at the November 1, 2016 Council Meeting.</p> <p>If approved, staff will seek proposals from consultants to assist in determining the necessity and design of infrastructure improvements and potentially development incentives to catalyze development activity throughout the area. For example, sewer and water service is limited for parcels off of Oakwood Road. Staff will also seek proposals to analyze the current and projected future funds available in TID 4 to pay for such expenses. Partnerships and alternative sources of revenue to assist with infrastructure build out will also be pursued. Work would include revisiting plans prepared in 2015 and an attempt to more narrowly focus on development necessities rather than comprehensive development of a business park. It should be noted that some comprehensive analysis will be required to consider utility placement.</p> <p>DISCUSSION</p> <p>The City has long envisioned the lands south of Oakwood Road and west of 27th Street for industrial and/or business park uses. In 2015, the City conducted further study of the subject area (commonly referred to as Area D) for business park uses as part of a larger study of three separate potential Tax Incremental Tax Finance District creation/amendment areas (commonly referred to as Areas A, D, and G).</p> <p>The Common Council took action on June 10, 2015 to prioritize development activity in Area A, near 76th Street, West Rawson Avenue, and Loomis Road. An approved motion that evening also stated that "no action be taken by any person associated with the City from entering contracts or negotiations of such contracts concerning a new business park until specifically directed by this Common Council as a result of a majority vote of this Council." The direction sought today will supersede the June 10, 2015 action. As noted, only consultant bids for analysis are sought at this time. Any potential consultant contracts would need to return to the Council for consideration. It should also be noted, that staff has worked diligently over the last year and continues to work on development plans in other sections of the City including in Area A (Ballpark Commons), as directed by the Council in 2015.</p> <p>With the recent rezoning of Area D, staff anticipates development can occur where parcels that have existing access to public sewer and water infrastructure, along Oakwood Road. Following conversations with the brokerage and development community regarding the rezoning, it has been noted that development will likely remain challenging for those parcels without access to critical utilities.</p> <p>The subject area is already located within TID 4, a district formed in 2005, with a maximum life of 20 years. Project expenditures for the district must occur prior to June of 2020, with increment available to the district until 2026, if necessary. Most of the increment in the district has come from the development of the Wheaton Franciscan complex to the north of Oakwood Road and Area D. All remaining debt from previous district expenditures was retired in 2016. Future revenue from the District could be used to support investment to catalyze activity in Area D.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to direct staff to solicit bids to revise engineering and financial services plans within Tax Increment District No. 4 to support development activity in Area D, an area from approximately Oakwood Road south to County Line Road and between 27th and 42nd Streets</p>		

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TID 4 and Area D



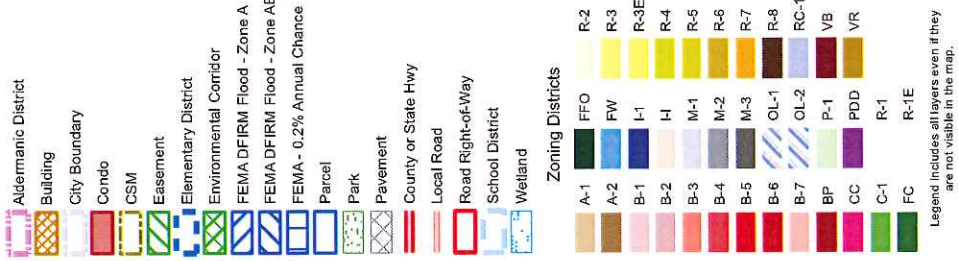
(C) City of Franklin, WI

The maps and information provided by the City of Franklin's Property Viewer are not legal instruments and are to be used for reference purposes only, not as a substitute for legally recorded maps, surveys, or other documents. The City of Franklin assumes no liability for any damages or loss resulting from the use or misuse of the maps and information offered through this site. The maps and information provided here may have been compiled from various state, county, municipal, and private sources, and are maintained by their sources for a wide variety of purposes. Therefore, the City of Franklin cannot guarantee the quality, content, accuracy, completeness, or currency of the information transmitted by this site, and provides such information without expressed or implied warranties, subject to the terms and conditions stated in this Disclaimer and as otherwise provided for by law. While the City of Franklin makes every attempt to provide accurate, complete, and up-to-date information, it shall not be held responsible for any discrepancies contained herein. Each individual accesses and uses the information herein at their own risk. Use of the Property Viewer constitutes acceptance of all terms and conditions in this Disclaimer.



Map Printed: 11/10/2016

Overview Map



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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 11/15/2016
Reports & Recommendations	RELEASE OF ESCROW DEPOSIT FOR THE PUBLIC IMPROVEMENTS IN THE AVIAN AT TUCKAWAY CONDOMINIUMS LOCATED WEST OF S. 68 TH STREET AND NORTH OF W. PUETZ ROAD	ITEM NO. <i>G. 9.</i>

BACKGROUND

Pursuant to the development of the Avian at Tuckaway Condominiums, please be advised that staff has reviewed the public improvements contained in the development agreement and find that all items have been completed including the one year warrantee on the final lift of asphalt.

ANALYSIS

Note that the original developer filed for bankruptcy and Pyramax Bank now holds the project.

Staff has inspected the development and did find some items in disrepair and six trees in need of planting. Staff discussed the unresolved issues with Pyramax Bank and mutually agreed to complete the improvements at the expense of the held funds.

The expense of the DPW materials and labor was \$4,340. This includes the rebuild of a storm inlet at a cost of \$2,540 and 6 street trees at the cost of \$1,800. (Please see attached billing.)

Prior to the completion of the said issues, the balance of the funds held was \$22,772.07. Staff recommends the releasing of the remainder of the escrow deposit of \$18,432.07.

OPTIONS

Approve
or
Table

FISCAL NOTE

The charges for DPW services and supplies will be recorded as Revenue – DPW Charges for services. The balance of the escrow has no impact on the City financial statements.

RECOMMENDATION

Motion to authorize staff to release of escrow deposit for the public improvements in the Avian at Tuckaway Condominiums located west of S. 68th Street and north of W. Puetz Road.

GEM/db

CA/Release of escrow deposit for Avian at Tuckaway Condos 2016



MEMORANDUM FROM DEPARTMENT OF PUBLIC WORKS

DATE: November 7, 2016
TO: Greg Wnuk, Finance
FROM: Jerry Schaefer, Public Works Superintendent
SUBJECT: Billing for Rebuild of Storm Inlet: 6855 Greyhawk Ln

Concrete street curb, cut & remove 14' @ \$50.00 per foot = **\$700.00**
Asphalt & pavement, cut & remove 7 sq yds @ \$120.00 per sq yd = **\$840.00**

Rebuild storm inlet;
Excavate around existing inlet
Remove frame & grate
Remove and replace failed concrete adjusting rings
Install new concrete adjusting rings one - 4", two - 2"
Back plaster
Reset frame and grate
Back fill with clear stone
Form for concrete curb

2 men, 4 hours each
Excavator truck & trailer
Tandem dump, haul spoil and stone

Equipment & Labor = 8 hrs @ \$100.00 per hour = **\$800.00**

Materials: stone, concrete adjusting rings = **\$200.00**

Concrete	\$700.00
Asphalt	\$840.00
Equipment	\$800.00
Materials	<u>\$200.00</u>
TOTAL	\$2,540.00

Avian Street Trees: 3 pear, 3 lilac @ \$300 each = **\$1,800.00**

TOTAL - \$4,340.00

2/2
FILE
LOC

CITY OF FRANKLIN

DEVELOPMENT: AVIAN OF TUCKAWAY

DATE: 1-6-10

* DEVELOPMENT COMPLETION REQUIREMENTS

- OK - EASEMENTS RECORDED
- OK - STORMWATER MAINTENANCE AGREEMENT - RECORDED
- ongoing - EROSION CONTROL INSTALLATION/ REMOVAL
- OK - RECORD DRAWINGS COMPLETED
- No - FINAL BILLING FOR CONSULTING SERVICES
- No - STORM WATER MANAGEMENT RECERTIFICATION
- OK - UTILITY PUNCH LIST COMPLETION - EXCEPT FINAL A/C ADJUSTMENT
- OK - UTILITY TESTING / SANITARY TELEVISIONING COMPLETED
- No - FINAL LIFT OF PAVEMENT INSTALLED - DATE _____
- No - FINAL LIFT OF PAVEMENT WARRANTEE (one year)
- OK - STREET TREE INSTALLATION & WARRANTEE
IF CITY INSTALLED - PAYMENT RECEIVED
- OK - STREET I.D. SIGNS AND BARRICADES
- OK - STREET LIGHTS INSTALLED
- CHECK W/ FINANCE DEPT. - DEVELOPER PAYMENTS

COMMENTS: Insp. G.A.S.

* Termination of the Letter of Credit and Development Agreement

(SHEET 2)

CITY OF FRANKLIN

DEVELOPMENT: AVIAN OF TUCKAWAY

DATE: 1-6-10

THE FOLLOWING IS A LIST OF ITEMS THAT NEED TO BE
RESOLVED FOR THIS DEVELOPMENT.

- NEED FINAL PERMIT INSTALLED
- UTILITY INSPECTION & ADJUSTMENT
- BASINS CERT.
- REMOVE DIRT PILE WEST END OF DEVELOPMENT
- CONTINUE EROSION CONTROL WEST END " "

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>11/15/2016</i>
REPORTS AND RECOMMENDATIONS	Agreement for Professional Services Emergency Medical Service User Fee Billing Services	ITEM NUMBER <i>G.10.</i>
<p>The Franklin Fire Department, like nearly all public and private Emergency Medical Service (EMS) providers throughout the state and country, seeks to recoup some of the expense of providing high-quality emergency medical care, through charging treatment and transport fees to patients. These fees are primarily covered by Medicare and private health insurance policies. Annually, the department recoups approximately \$1 Million in operating expenses.</p> <p>Since 1999, the Franklin Fire Department has contracted with a third party vendor to bill patients and/or their medical insurance providers for Emergency Medical Services (treatment and transportation) rendered by the Franklin Fire Department. Medical billing has become increasingly complicated due to constant changes in the health care and insurance industries, and at that time, fire department call volume had become sufficient that it was no longer practical or possible to perform this function internally. Furthermore, the vendor maintains the security and confidentiality of patient care records, manages record requests, and ensures compliance with state and federal privacy laws.</p> <p>The agreement with the current provider, EMS Medical Billing Associates is up for renewal. A draft agreement has been reviewed by the Fire Chief and City Attorney, and changes have been incorporated into the revision at their request. The revised agreement maintains all pertinent conditions and services currently provided by the vendor, but at reduced cost to the city. The proposed rate of compensation for EMS Medical Billing decreases by half a percent from 7% to 6.5% in the latest proposal. In exchange, the department would now pay an hourly rate for IT services rendered by the vendor. Historically, the Franklin Fire Department has required little IT support from the vendor, and the reduced compensation rate represents an estimated net savings of \$5,500 annually.</p> <p>EMS Medical Billing Associates has been professional and accommodating – both for fire department staff and for patients with questions regarding their bill or who may be seeking to resolve payment issues. Furthermore, EMS Medical has maintained a success rate of collecting approximately 90% of billed services.</p> <p>The Fire Chief recommends approval of the agreement for a term of three years.</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Request Council authorization to approve an agreement with EMS Medical Billing Associates for Emergency Medical Service User Fee Billing Services.</p>		

**AGREEMENT FOR PROFESSIONAL SERVICES
EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES**

By And Between

**THE CITY OF FRANKLIN
9229 W. LOOMIS ROAD
FRANKLIN, WI 53132
A Wisconsin Municipality**

And

**EMS MEDICAL BILLING ASSOCIATES, LLC
9401 WEST BROWN DEER ROAD, SUITE 101
MILWAUKEE, WI 53224
A Wisconsin Limited Liability Company**

THIS AGREEMENT IS MADE and entered into by and between **THE CITY OF FRANKLIN** with offices located at 9229 W. Loomis Rd, Franklin, WI., 53132, hereinafter referred to as the **"CLIENT"**, and **EMS MEDICAL BILLING ASSOCIATES, LLC**, a Wisconsin Limited Liability Company, with offices located at 9401 W. Brown Deer Road, Suite 101, Milwaukee, Wisconsin 53224, hereinafter referred to as the **"SERVICE PROVIDER"**

WHEREAS, CLIENT desires to engage **SERVICE PROVIDER** to furnish professional and technical services with respect to Emergency Medical Service User Fee Billing Services, hereinafter referred to as the **"PROJECT"**, and **SERVICE PROVIDER** has signified its willingness to furnish professional and technical services to **CLIENT**.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, Agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

- 1.1 PERFORMANCE STANDARDS.** In performing **PROJECT** services, **SERVICE PROVIDER** will meet all legal requirements for billing and collections services imposed by the State of Wisconsin.
- 1.2 SCHEDULE OF PROJECT SERVICES.** **SERVICE PROVIDER** shall commence performing **PROJECT** services on the date indicated here: _____.
- 1.3 CONFIDENTIALITY.** No reports, information, and/or data given to or prepared or assembled by **SERVICE PROVIDER** under this Agreement shall be made available to any individual or organization by **SERVICE PROVIDER** without the written approval of **CLIENT**. Notwithstanding the above, **SERVICE PROVIDER** may release records to third party, upon having proper consents and following State and Federal laws, rules and regulations.
- 1.4 ERRORS, OMISSIONS OR DEFICIENCIES.** **SERVICE PROVIDER** shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the **SERVICE PROVIDER** is responsible for any errors, omissions, or deficiencies. In total satisfaction of all such errors, omissions or deficiencies, **SERVICE PROVIDER** shall refund to **CLIENT**, upon finalization of any audit which shows a billing error, the **SERVICE PROVIDER'S** percentage fee times the refunded amount.
- 1.5 EXCLUSIVITY.** **CLIENT** agrees that during the term of this agreement and any extensions thereof, the **CLIENT** will not enter into any other agreements which might provide for any competition with the services provided by the **SERVICE PROVIDER**.
- 1.6 RETENTION.** All records and documents related to the services provided under this Agreement are the property of the **CLIENT**, but shall be retained by the **SERVICE PROVIDER** on behalf of the **CLIENT** for a period of seven (7) years after the Agreement expires or is terminated. These records and documents shall be made available to **CLIENT** at anytime during this Agreement, or after the expiration or termination of this Agreement, upon written request of **CLIENT**. Prior to the destruction of any records or documents, **SERVICE PROVIDER** must notify **CLIENT** in writing of the proposed destruction, in a manner that reasonably allows **CLIENT** to make a timely request for return of the records and/or documents to the **CLIENT**.

Following 60 days from the expiration or termination of this Agreement, all records and documents of the **CLIENT** will be stored on a secured offline storage device. **CLIENT** agrees to compensate **SERVICE PROVIDER** the amount of \$150.00 per hour to retrieve records requested in writing by the **CLIENT**.

ARTICLE II

2.1 SERVICES TO BE PROVIDED BY CLIENT. In the event that any information, data, surveys, reports, photographs, records and maps are existing and available and are useful for carrying out the work on **PROJECT**, **CLIENT** shall promptly furnish copies of these materials, provided these materials are owned by and in the possession of the **CLIENT**, in either hard copy or digital format, to be determined by the **CLIENT**, to **SERVICE PROVIDER** for use during the contract period. **CLIENT** designates the Ambulance Service Provider or his or her designee to Act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define **CLIENT'S** policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until **SERVICE PROVIDER** has been advised in writing by **CLIENT** that such authority has been revoked.

2.2 INCIDENT INFORMATION. **CLIENT** will submit to **SERVICE PROVIDER** an electronic run report or, if not capable by US Postal Service, fax or other electronic media, a paper "run sheet" which provides the following information:

- 2.2.1 Run or Incident Number
- 2.2.2 Date and time of incident and/or transport
- 2.2.3 Transport to and from locations
- 2.2.4 Medical information and patient care specifics, including narrative
- 2.2.5 A hospital FIN sheet, or the equivalent detailing the following:
 - 2.2.5.1 Patient Name and phone number
 - 2.2.5.2 Patient Address, including apartment or lot number
 - 2.2.5.3 Patient Date of Birth
 - 2.2.5.4 Patient full and complete medical insurance information
 - 2.2.5.5 Patient Social Security Number, if available
- 2.2.6 Patient consent signature. *If the patient is mentally or physically unable to sign, EMTs must document why the patient was unable to sign, and obtain a signature from an authorized third party as mandated under Centers for Medicare and Medicaid Services (CMS) rules.*

In the event of a malfunction of the electronic patient care export, **CLIENT** agrees to provide said data to **SERVICE PROVIDER** via U.S. Postal service, fax or other electronic media.

2.3 PAYMENT INFORMATION. **CLIENT** agrees that payment information received in **CLIENT'S** office will be forwarded to **SERVICE PROVIDER** as soon as practical but no later than seven (7) days via fax, electronic mail or other electronic means.

2.4 CLIENT RATES AND FEES. **CLIENT** will provide **SERVICE PROVIDER** with Emergency Medical Service rate and fee information within ten (10) days after the effective date of this Agreement or within Ten (10) days of the effective date of any subsequent

change. **SERVICE PROVIDER** agrees to implement **CLIENT'S** billing rates within five (5) business days of written notification to the **SERVICE PROVIDER**.

ARTICLE III

3.1 COMPENSATION RATE. **SERVICE PROVIDER** agrees to provide the services described in Article I in accordance with the following fee schedule which covers all other items of whatever nature needed in connection with **PROJECT** services: **Six and One Half (6.5%) percent** of payments posted to **CLIENT'S** records monthly for Emergency Medical Services provided by **CLIENT** beginning the effective date of this contract.

3.1.1 COMPENSATION FOR COLLECTION SERVICES. **CLIENT** will contract with external collection agencies, recommended by **SERVICE PROVIDER**, for the purpose of pursuing collections on delinquent accounts. The **CLIENT** agrees to compensate **SERVICE PROVIDER** the amount of **Twenty-One and One Half (21.5%) percent** of net payments collected by the external collection agency(s). It is understood that the **SERVICE PROVIDER** will compensate the collection agency this fee, which fee shall be the total amount due the collection agency and **SERVICE PROVIDER** hereby indemnifies and agrees to defend the **CLIENT** accordingly, and this fee is not in addition to the 6.5% due to the **SERVICE PROVIDER** but is inclusive of **SERVICE PROVIDER'S** 6.5% fee.

If **CLIENT** chooses to contract with an external collection agency or agencies not recommended by **SERVICE PROVIDER**, the **CLIENT** agrees to compensate the **SERVICE PROVIDER** 6.5% of net payments received by the **CLIENT** or the **CLIENT'S** external collections agency(s) (which is in addition to fees paid by the **CLIENT** to the **CLIENT'S** external collection agency) on all accounts forwarded to the **CLIENT** or **CLIENT'S** external collection agency(s) by the **SERVICE PROVIDER**. The **CLIENT** or the **CLIENT'S** external collection agency(s) will provide payment information (to include patient name, date of service, and amount paid) each month to the **SERVICE PROVIDER** for all payments received from collections activity. Failure to provide the **SERVICE PROVIDER** with monthly payment information as detailed above will result in a fee equal to 6.5% of the gross dollar amount submitted to the **CLIENT** or **CLIENT'S** external collection agency for that month.

3.1.2 COMPENSATION FOR TAX REFUND INTERCEPT PROGRAM (TRIP): If **CLIENT** is eligible under Wisconsin law to utilize the TRIP program, **CLIENT** will contract with an external collection agency, recommended by **SERVICE PROVIDER**, for the purpose of pursuing delinquent accounts via the TRIP program. **CLIENT** agrees to compensate **SERVICE PROVIDER** the amount of **Twenty-One and One Half (21.5%) percent** of net payments collected by the external collection agency(s). It is understood that the **SERVICE PROVIDER** will compensate the collection agency this fee, which fee shall be the total amount due the collection agency and **SERVICE PROVIDER** hereby indemnifies and

agrees to defend the **CLIENT** accordingly, and this fee is not in addition to the 6.5% due to the **SERVICE PROVIDER** but is inclusive of **SERVICE PROVIDER's** 6.5% fee.

If **CLIENT** chooses to contract with an external collection agency or agencies not recommended by **SERVICE PROVIDER**, the **CLIENT** agrees to compensate the **SERVICE PROVIDER** 6.5% of net payments received by the **CLIENT** or the **CLIENT's** external collections agency(s) (which is in addition to fees paid by the **CLIENT** to the **CLIENT's** external collection agency) on all TRIP accounts forwarded to the **CLIENT** or **CLIENT's** external collection agency(s) by the **SERVICE PROVIDER**. The **CLIENT** or the **CLIENT's** external collection agency(s) will provide payment information (to include patient name, date of service, and amount paid) each month to the **SERVICE PROVIDER** for all payments received from TRIP activity. Failure to provide the **SERVICE PROVIDER** with monthly payment information as detailed above will result in a fee equal to 6.5% of the gross dollar amount submitted to the **CLIENT** or **CLIENT's** external collection agency for TRIP for that month.

- 3.1.3 **ACCOUNT DELINQUENCY:** Should an account become delinquent more than 180 days without a payment made, or a payment arrangement having been secured, the **SERVICE PROVIDER** agrees to forward that account to an external collection agency. This requirement does not preclude **SERVICE PROVIDER** from forwarding accounts to an external collection agency sooner if **SERVICE PROVIDER** determines the account to be uncollectable.
- 3.1.4 **COMPENSATION FOR TRANSITION TO IMAGETREND ELITE:** **SERVICE PROVIDER** agrees to waive its fee in the amount of **Seven Thousand (\$7,000.00) Dollars** for transitioning the **CLIENT** to the ImageTrend Elite platform, as outlined in Article XV of this agreement.
- 3.1.5 **COMPENSATION FOR VEHICLE INCIDENT BILLING.** **CLIENT** agrees to compensate the **SERVICE PROVIDER** the amount of **Sixty Dollars (\$60.00)** per vehicle incident billed by **SERVICE PROVIDER**.
- 3.1.6 **COMPENSATION FOR COMMUNITY PARAMEDICINE INCIDENTS:** **CLIENT** agrees to compensate the **SERVICE PROVIDER** the amount of **Thirty Dollars (\$30.00)** per community paramedicine incident billed by the **SERVICE PROVIDER**.
- 3.1.7 **ZOLL SOFTWARE SUPPORT:** Not applicable.
- 3.1.8 **CREDIT CARD PAYMENTS:** **CLIENT** agrees to accept payment of ambulance invoices by credit card through **SERVICE PROVIDER'S** credit card merchant account. **CLIENT** agrees to pay all transaction fees associated with payment by credit card, debit card and online payments for the period of the contract. **CLIENT** has the right to change merchant accounts at any time, as long as sufficient invoice and payment information is provided to **SERVICE PROVIDER** on each payment, and in a timely basis.

3.2 COMPENSATION FOR ADDITIONAL SERVICES. For authorized extensions of work or additional services provided outside of the scope of services specified in this Agreement, **CLIENT** and **SERVICE PROVIDER** shall agree upon a fee and payment schedule prior to commencement of additional services.

3.3 MONTHLY INVOICES. Monthly invoices shall be mailed by **SERVICE PROVIDER** to the **CLIENT**, ATTN: _____.

3.4 METHOD OF PAYMENT. Payment of **SERVICE PROVIDER'S** fees shall be as follows:

3.4.1 Invoices are due and payable by **CLIENT** to **SERVICE PROVIDER**, no later than thirty (30) days from receipt of the invoice.

3.4.2 Invoices not paid by **CLIENT** within thirty (30) days of receipt shall be subject to a one and one-half (1.5%) percent interest charge per month on any balance outstanding more than thirty (30) days.

3.4.3 If **CLIENT** fails to make any payment due within sixty (60) days after receipt of an invoice which is in order, **SERVICE PROVIDER** may, after giving seven (7) days written notice to **CLIENT**, suspend services under this Agreement until all amounts are paid in full.

ARTICLE IV

TERMS OF AGREEMENT. This Agreement shall be effective upon approval and execution by **SERVICE PROVIDER** and **CLIENT** and shall remain in effect for three (3) years thereafter. This Agreement and all its terms and conditions, without change, will automatically renew for an additional one (1) year period unless written notice of termination is provided and received by either the **CLIENT** or **SERVICE PROVIDER** no less than twenty-eight (28) days prior to the end of the then-current term.

ARTICLE V

5.1 TERMINATION. Either party shall have the right to terminate this Agreement for reason of breach of the terms as stated in Addendum A and in this Agreement or the exhibit by giving ninety (90) days advance, written notice to the other party. Termination shall not relieve either of the parties from obligations already incurred. **SERVICE PROVIDER** shall, following such ninety (90) days, continue to forward to **CLIENT** all money received on **CLIENT'S** behalf, subject to receipt of the fee provided for herein.

5.2 USE OF INCOMPLETE OR UNFINISHED DOCUMENTS. **SERVICE PROVIDER** shall not be liable for **CLIENT'S** subsequent use of incomplete or unfinished documents provided pursuant to this Article.

5.3 TRANSFERRING DATA AT CONTRACT TERMINATION. **SERVICE PROVIDER** will supply to the **CLIENT** an Extensible Markup Language (XML) export of all the **CLIENT'S** data entered into the **Zone D Rescue Bridge** upon notification of termination of this Agreement at no cost to the **CLIENT**. Other forms of transference that require additional labor of the **SERVICE PROVIDER** will be billed at a fee of One Hundred and Fifty Dollars (\$150.00) per hour.

5.4 NO NEW OR ADDITIONAL WORK. **SERVICE PROVIDER** shall perform no new or additional work upon receipt of notice of termination without the advance, written permission of the **CLIENT**. Upon receiving notice of termination **SERVICE PROVIDER** shall continue to perform work on accounts within the term of the existing contract but will begin no new or additional work without the advance written permission of the **CLIENT**.

ARTICLE VI

6.1 AMENDMENTS. Should any party desire any modifications to this Agreement, these modifications shall be negotiated between the parties and set in writing. Should the parties fail to agree to such modifications, this Agreement shall remain in full force and effect.

6.2 CONFLICT OF INTEREST: SERVICE PROVIDER shall abstain from taking any action or making any recommendation which may result in a conflict of interest. **SERVICE PROVIDER** shall seek the advice of the City Attorney with respect to determining actual or potential conflicts of interest. The City Attorney shall use the City and State Code of Ethics or other such legal documents or doctrine as he or she determines as appropriate as a basis for making any such determination.

ARTICLE VII

INDEPENDENT CONTRACTOR. **SERVICE PROVIDER** performs services hereunder as an independent contractor. Client is solely interested in the end product of **SERVICE PROVIDER'S** performance under this agreement and does not control any aspect of its means, mode, or methods of performance.

ARTICLE VIII

8.1 INDEMNITY AND HOLD HARMLESS. **SERVICE PROVIDER** shall indemnify, and hold harmless **CLIENT**, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any willful and wrongful negligent act, error, or omission, of **SERVICE PROVIDER** which causes death, personal injury or property damage to any person or party or which

violates the right of any person or party protected by law. **CLIENT** shall indemnify, and hold harmless **SERVICE PROVIDER**, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of **CLIENT** which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law.

Nothing contained within this agreement is intended to be a waiver or estoppels of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

8.2 ACTS AND OMISSIONS. Neither **CLIENT** nor **SERVICE PROVIDER** are responsible for any acts or omissions of the other party or the other party's officers and employees.

8.3 DATA NOT PROVIDED BY SERVICE PROVIDER. **SERVICE PROVIDER** is not responsible for the accuracy of the data provided by **CLIENT** or data obtained or available from public or government records or sources of the public domain.

8.4 REPRODUCED DATA FURNISHED BY CLIENT. **CLIENT** shall obtain from Owner of documents provided by **CLIENT** any and all consents required by law to reproduce data protected by patent, trademark, service mark, copyright or trade secret, and **SERVICE PROVIDER** assumes no responsibility of any failure of **CLIENT** to obtain any required consent.

ARTICLE IX

INSURANCE. **SERVICE PROVIDER** shall procure and maintain, during the term of this Agreement, insurance policies, hereinafter specified. **SERVICE PROVIDER**, if **CLIENT** requests, shall furnish a Certificate of Insurance indicating compliance with the foregoing to the **CLIENT**. The insurance policy or policies shall contain a clause that in the event that any policy issued is cancelled for any reason, or any material changes are made herein, the **CLIENT** will be notified in writing by the insurer at least twenty (20) days before any cancellation or change takes effect. The insurance requirement shall not be construed to conflict with the obligations of **SERVICE PROVIDER** in Article 8.1 – Indemnity and Hold Harmless.

The following insurance will be in effect and continue in effect during the term of the Agreement in not less than the following amounts:

- **Worker's Compensation** – Statutory – In compliance with the Worker's Compensation Law of the State of Wisconsin.

- | | |
|---------------------------------|--|
| • Employers Liability | \$100,000 Each accident/injury
\$100,000 Each Employee
\$500,000 Policy limit Disease |
| • General Liability | \$1,000,000 per occurrence
\$2,000,000 in aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury |
| • Automobile | \$1,000,000 Each Accident (owned, non-owned, and hired vehicles) |
| • Umbrella | \$1,000,000 |
| • Professional Liability | \$1,000,000 per occurrence. |
| • Crime | \$1,000,000 per occurrence |

ARTICLE X

LAW, RULES AND REGULATIONS. **SERVICE PROVIDER** shall fully comply with all applicable Federal, State and local laws, rules and regulations governing **PROJECT** services.

ARTICLE XI

SEVERABILITY. It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, that it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

ARTICLE XII

NONDISCRIMINATION. In the performance of work under this Agreement, **SERVICE PROVIDER** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation. Services are to be provided in accordance with the Federal Americans with Disabilities Act.

ARTICLE XIII

GOVERNING LAW. This Agreement shall be deemed to have been made in Wisconsin and shall be construed and interpreted in accordance with the laws of the State of Wisconsin. Jurisdiction for all litigation and all proceedings in said litigation including but not limited to trial, motion hearings, mediation and depositions shall be Milwaukee County, Wisconsin with the Milwaukee County Circuit Court as the presiding court. All proceedings as outlined above

shall take place in Milwaukee County, Wisconsin. Prior to the commencement of any litigation, the parties agree to mediate any and all issues between the parties.

All costs of any litigation shall be paid by the losing party to the prevailing party including actual attorney fees of the prevailing party.

ARTICLE XIV

NO WAIVER. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

ARTICLE XV

15.1 ELITE TRANSITION AND TRAINING: SERVICE PROVIDER will provide the following training on Elite to the **CLIENT**:

- a. **SERVICE PROVIDER** will provide three (3) consecutive days of group training to the Zone D Consortium (defined as the fire departments in Milwaukee County that are utilizing the Zone D Rescue Bridge for electronic patient care reporting) to accommodate all shifts of employees, training officers, and other staff members of the Consortium. The time and place of the training will be determined by the **CLIENT** and **SERVICE PROVIDER**. Group training time is not to exceed eight (8) hours per day.

15.2 ADDITIONAL TRAINING: CLIENT agrees to compensate **SERVICE PROVIDER** the fee of one thousand dollars (\$1,000) per 8-hour day, plus Fifty Dollars (\$50.00) per hour travel expenses for any training requested beyond the training listed above.

15.3 SOFTWARE TECHNICAL SUPPORT: SERVICE PROVIDER will support the ImageTrend software during the term of this Agreement. Any and all other software support requests will be charged at a fee of One Hundred Fifty Dollars (\$150.00) per hour. **SERVICE PROVIDER** will determine if remote support or on-site support is required. Should on-site support be necessary, travel expenses of Fifty Dollars (\$50.00) per hour will apply.

15.4 HARDWARE SUPPORT: CLIENT agrees to compensate **SERVICE PROVIDER** the fee of One Hundred Fifty Dollars (\$150.00) per hour for any and all hardware support

requests. Travel expenses of Fifty Dollars (\$50.00) per hour apply for on-site support. **SERVICE PROVIDER** will determine if remote support or on-site support is required.

ARTICLE XVI

HARDSHIP REQUESTS: **SERVICE PROVIDER** agrees to submit all requests for hardship write-offs in writing to **CLIENT** within 10 days of being instructed by the patient. **CLIENT** agrees to provide a written decision to the **SERVICE PROVIDER** within 60 days of receiving the hardship request, or **SERVICE PROVIDER** reserves the right to pursue the account as **SERVICE PROVIDER** sees fit.

ARTICLE XVII

ASSIGNMENT AND SUBCONTRACT: **SERVICE PROVIDER** shall not assign or subcontract any interest or obligation under this Agreement, without the advance, written approval of **CLIENT**.

ARTICLE XVIII

18.1 CHANGE IN PATIENT CARE REPORTING SOFTWARE: If **CLIENT** discontinues using the ImageTrend software for patient care reporting and/or fire inspections, **CLIENT** agrees to transfer ownership of its field bridge licenses and mobile fire inspection modules to the **SERVICE PROVIDER**. **CLIENT** agrees to pay the **SERVICE PROVIDER** Five Hundred (\$500.00) dollars, or the then current all-inclusive support cost, for each full and/or partial year remaining on the contract for support costs of the field bridge licenses and mobile fire inspection modules. Period increments will be billed in one year terms. **CLIENT** also agrees to pay the **SERVICE PROVIDER** Five Hundred (\$500.00) dollars for each full and/or partial year remaining of the agreement for support costs for the Zone D Rescue Bridge. Period increments will be billed in one year terms. **CLIENT** must be able to provide to the **SERVICE PROVIDER** a NEMSIS-compliant electronic export of all patient care data provided by the **CLIENT**, including those data elements detailed in Article 2.2 of this agreement, from the **CLIENT's** patient care reporting system.

ARTICLE XIX

NOTICES. Any notice required or permitted to be given to either party under this Agreement shall be sufficient if hand delivered or in writing, and sent by registered or certified mail, return receipt requested, postage prepaid, to the following addresses of the parties as indicated below.

19.1 For CLIENT:

With a copy to: (if applicable)

19.2 For SERVICE PROVIDER:

Paula S. Bliemeister, CFO
EMS Medical Billing Associates, LLC.
9401 W. Brown Deer Road, Suite 101
Milwaukee, WI 53224

ARTICLE XX

NO THIRD PARTY BENEFICIARIES. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, confer, supplement, amend, abridge or repeal existing rights, benefits, or privileges of or to any third party or parties, including, but not limited to, employees of either of the parties

ARTICLE XXI

CLIENT and **SERVICE PROVIDER** each certify that they have authority under their respective organizational structure and governing laws to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

CLIENT:

THE CITY OF FRANKLIN
A Wisconsin Municipality

BY: _____
Name: _____
Title: _____
Date: _____

SERVICE PROVIDER:

EMS MEDICAL BILLING ASSOCIATES, LLC
A Wisconsin Limited Liability Company

BY: _____
Name: Paula S. Bliemeister
Title: CFO
Date: _____

ADDENDUM "A"

AGREEMENT FOR PROFESSIONAL SERVICES EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES

By And Between

**THE CITY OF FRANKLIN
A Wisconsin Municipality**

And

**EMS MEDICAL BILLING ASSOCIATES, LLC
A Wisconsin Limited Liability Company
SCOPE OF WORK AND RESPONSIBILITIES OF
SERVICE PROVIDER**

A. SCOPE OF SERVICES. SERVICE PROVIDER shall:

1. Bill patients or their insurance provider (including Medicare and/or Medicaid), up to three times (1st, 2nd, and 3rd notices), for emergency medical services rendered by the **CLIENT**. In the event of partial payment from an insurance company or Medicaid or Medicare, the **SERVICE PROVIDER** shall bill the patient monthly, for up to three (3) months, for the balance due. If no payment is made by the patient within thirty (30) days after the third billing, the bill shall be treated as uncollectible and reported to the **CLIENT** by the **SERVICE PROVIDER**. **SERVICE PROVIDER** will continue to attempt to collect on those accounts.
2. Determine the charges based on:
 - a. Criteria established by **CLIENT**;
 - b. Government (Medicare and Medicaid) rules and regulations; and ,
 - c. Patient and incident information received from **CLIENT**.
3. Print, and as necessary, fold, stuff, and mail bills for emergency medical services provided by **CLIENT**.
4. Respond to patient questions and requests for billing information.
5. Process and mail each bill within ten (10) calendar days after the information is received by the **SERVICE PROVIDER** from **CLIENT**.

6. Maintain a separate record for each incident showing billing attempts, patient contact information and payments as well as other useful information. Records shall be made available at any time to **CLIENT**.
7. **CLIENT** authorizes **SERVICE PROVIDER** to be the payee address and correspondence address. All payments and correspondence will be made out in the **CLIENT'S** name. **SERVICE PROVIDER** will have deposit privileges only to a bank account specified by the **CLIENT**.
8. Submit claims electronically to Medicare, Medicaid and any insurance companies capable of accurately receiving such claims.
9. Provide technical support for the duration of the Agreement. Support shall include, but not limited to, resolving problems related to billing, collection and administrative matters.
10. Provide documentation to support accounts designated as uncompensated care write-offs as determined by policies defined by **CLIENT**.
11. Submit monthly detail transactions reports for the preceding month itemizing incidents billed, collections made, adjustments made to bills and account aging information and such other reports as are customarily available or as are requested by **CLIENT**.
12. Keep **CLIENT** informed of proposed or pending legal issues that may affect billings or the billing process with regard to State and Federal regulations.
13. Accept information transactions from the software program that **CLIENT** uses for Emergency Medical Service reporting and bill accordingly.
14. Furnish upon request and without additional compensation, such explanation as may be necessary to clarify and interpret its report and other actions taken in accordance with the Agreement.
15. **SERVICE PROVIDER** will complete necessary paperwork for **CLIENT's** Medicare revalidation process. **CLIENT** is responsible for the revalidation fee charged by the Centers for Medicare and Medicaid Services (CMS).

The parties hereto agree as outlined.

CLIENT:


THE CITY OF FRANKLIN
A Wisconsin Municipality

BY: _____
Name: _____
Title: _____
Date: _____

SERVICE PROVIDER:

EMS MEDICAL BILLING ASSOCIATES, LLC
A Wisconsin Limited Liability Company

BY: _____
Name: Paula S. Bliemeister
Title: CFO
Date: _____

APPROVAL <i>Slw</i> 	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/15/2016
REPORTS & RECOMMENDATIONS	Motion to authorize execution of an Intergovernmental Agreement with the Village of Greendale for the purchase of half-share ownership in a 1994 Pierce Saber fire engine, subject to equitable sharing of costs, and for storage of and shared access to said fire engine, with the Agreement subject to approval by the Director of Administration and City Attorney	ITEM NUMBER <i>G.11.</i>

At the Common Council meeting of June 7, 2016, the Common Council approved the following motion: "Aldерwoman Wilhelm moved to approve an Intergovernmental Agreement with the Village of Greendale for the storage of and shared access to a 1994 Pierce Saber fire engine, subject to technical corrections by the Director of Administration as described in his memo dated 6/7/2016, as approved by the City Attorney, and subject to confirmation of liability coverage by the League of Wisconsin Municipal Mutual Insurance company, and to immediately allow temporary storage of the fire truck at Fire Station No. 3, pending execution of the agreement. Seconded by Alderman D. Mayer. All voted Aye; motion carried."

At the Common Council meeting of September 6, 2016, the Common Council again approved the arrangement but added the authority for the City of Franklin to purchase half-ownership in the vehicle so that statutory insurance requirements could be met.

Once again it looks as though an adjustment to the language is needed. Although both insurance companies indicated a clear willingness to participate in the joint arrangement, some of the distinctions between the policies have the potential to create confusion or insurance inequities. There appears to now be consensus that the easiest way to address the matter is to have Franklin insure the full value (estimated around \$1,600 - \$3,000 annually) with Greendale reimbursing the City for half. The CEO of our insurance company supports this mechanism. This reimbursement arrangement wasn't provided for in the last contract version.

This is one of those projects where "the devil is in the details" but everyone agrees what the result should be: shared costs in retaining a Fire Engine that can mutually benefit both communities. As such, the Director of Administration has drafted the following motion to allow that intent to be incorporated into a final contract that includes equitable sharing of costs - whether they are paid directly by each community or reconciled through reimbursement. The final version would be subject to City Attorney review and concurrence. In other words, the Fire Chief and Director of Administration request authority to just get this done.

COUNCIL ACTION REQUESTED

Motion to authorize execution of an Intergovernmental Agreement with the Village of Greendale for the purchase of half-share ownership in a 1994 Pierce Saber fire engine, subject to equitable sharing of costs, and for storage of and shared access to said fire engine, with the Agreement subject to approval by the Director of Administration and City Attorney, and to authorize release of the payment upon execution.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 11/15/2016
Reports & Recommendations	A RESOLUTION TO SIGN FIRST AMENDMENT TO LAND LEASE AGREEMENT WITH AMERICAN TOWER, L.P. FOR TOWER SITE AT 5550 W. AIRWAYS AVENUE	ITEM NO. <i>G. 12.</i>

BACKGROUND

American Tower, L.P. has a lease agreement on a tower site at 5550 W. Airways Avenue (north side of Sewer and Water Operations Center). American Tower has approached Staff requesting that this agreement be extended to facilitate their operations with other carriers.

ANALYSIS

The current 25-year lease was signed October 1, 1999, and expires in 2024. It was for \$9,000/year for the first five years, and then escalated on 5-year increments up to \$18,666/year for the years 2019-2024.

Finance and Engineering Staff have reviewed and negotiated with American Tower regarding the proposed amendment to the agreement. The amendment highlights are as follows:

1. One-time payment of \$5,000. Essentially a signing bonus to entice the City to sign the agreement.
2. Starting in 2018, the annual payment will be increased to \$24,000 per year. Per the current agreement, the annual rate would be \$15,552.
3. After 2018, the annual payment will increase 20% for each 5-year term.
4. Limited right of first refusal. If another entity were assigned all or any part of our interest, American Tower would have 45 days to match the offer.
5. Extend the lease for an additional eight 5-year terms (through 2064).
6. American Tower retains the right to terminate the lease at any time (per clause 11e of the 1999 lease) and at the five year anniversaries, with notice.

A table illustrating the annual rates is shown below:

Term No.	Begin October 1	End September 30	Old Annual Rate	New Annual Rate
1	1999	2004	\$ 9,000.00	
2	2004	2009	\$ 10,800.00	
3	2009	2014	\$ 12,960.00	
4	2014	2019	\$ 15,552.00	\$ 24,000.00
5	2019	2024	\$ 18,666.00	\$ 28,800.00
6	2024	2029		\$ 34,560.00
7	2029	2034		\$ 41,472.00
8	2034	2039		\$ 49,766.40
9	2039	2044		\$ 59,719.68
10	2044	2049		\$ 71,663.62
11	2049	2054		\$ 85,996.34
12	2054	2059		\$ 103,195.61
13	2059	2064		\$ 123,834.73

OPTIONS

Authorize the signing of the attached agreements; or

Table

FISCAL NOTE

Tower rental income is shared equally between the City and Water Utility.

RECOMMENDATION

Motion to adopt Resolution No. 2016-_____, a resolution to sign first amendment to land lease agreement with American Tower, L.P. for tower site at 5550 W. Airways Avenue, subject to technical/format changes approved by the City Attorney.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2016 - _____

A RESOLUTION TO SIGN FIRST AMENDMENT TO LAND LEASE AGREEMENT
WITH AMERICAN TOWER, L.P. FOR TOWER SITE
AT 5550 W. AIRWAYS AVENUE

WHEREAS, American Tower, L.P. has a lease agreement on a tower site at 5550 W. Airways Avenue through September 30, 2024; and

WHEREAS, American Tower, L.P. desires to extend the agreement through September 2064; and

WHEREAS, the rates and other consideration have been adjusted for the benefit of the City; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the first amendment to land lease agreement Between the City of Franklin and American Tower, L.P. for tower site at 5550 W. Airways Avenue, in the form and content as annexed hereto, subject to technical/format changes approved by the City Attorney, be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2016, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

SITE AGREEMENT

This Site Agreement ("Agreement") entered into this 1st day of Oct, 1999, by and between City of Franklin, Wisconsin ("Owner"), whose address 9229 W. Loomis Rd., Franklin WI 53132 in the County of Milwaukee, and PrimeCo Personal Communications Limited Partnership, a Delaware limited partnership, whose address is One Pierce Place, Suite 1100, Itasca, IL 60143 ("PrimeCo"), provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The Owner hereby leases and grants to PrimeCo the following interests in property, in, upon, under, across and through the Owner's real property ("Owner's Property");

IMPROVED REAL ESTATE

- ☐ Building exterior and/or interior space for attachment of antennas
- ☐ Building exterior and/or interior space for placement of equipment of approximately usable square feet
- ☐ Space required for cable runs to connect equipment and antennas
- ☐ Non-exclusive easements required to run utility lines and cables
- ☐ Non-exclusive easement across Owner's Property (hereinafter defined) for access

UNIMPROVED REAL ESTATE

- ☒ Real Property comprising approximately 2,400 square feet
- ☒ Non-exclusive easements required to run utility lines and cables
- ☒ Non-exclusive easements for vehicular ingress and egress across and over Owner's Property for access

located at 5550 Airways Avenue, Franklin, WI 53132, and legally described on the Exhibit "A" attached hereto and made a part hereof, and subject to the site drawing shown and depicted on the Exhibit "B", attached hereto and made a part hereof ("Premises"), for the installation of PrimeCo's wireless telecommunications equipment, including antennas and necessary ancillary facilities ("Communications Facility").

~~Within ten (10) days of completion of the installation of the Communications Facility, or any part thereof, upon the exterior or roof of any structure or building of Owner, Owner shall perform an inspection of the exterior or roof and notify PrimeCo in writing of any alleged damage resulting from such installation. In such event, PrimeCo agrees to meet with Owner within thirty (30) days of receipt of said written notice to evaluate such claim and the parties agree to diligently work to determine a course of action satisfactory to both parties. In the event Owner fails to so notify PrimeCo, said failure shall constitute a waiver by Owner of any claim or right it may have in regard to such alleged damage.~~

2. **TERM.** The initial term of this Agreement shall be five (5) years, commencing on the date PrimeCo begins construction of PrimeCo's Communication Facility, which date shall be confirmed in the Estoppel Certificate, attached hereto as Exhibit "D", by the parties hereto ("Commencement Date"), and terminating on the last day before the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided hereinafter. This Agreement shall automatically be extended for four (4) successive five (5) year terms (the "Renewal Terms") on the same terms and conditions as set forth herein, unless PrimeCo notifies Owner in writing of its intention not to renew prior to commencement of the succeeding Renewal Term. This lease shall terminate automatically, if still in effect, upon the expiration of the twenty-fifth year following the Commencement Date.

3. **RENT.**

A. PrimeCo shall pay Rent to Owner in annual payments in the amount of Nine Thousand and 00/100 Dollars (\$9,000.00) ("Rent") within thirty (30) days of the execution of the Estoppel Certificate by the parties hereto, and on each anniversary of the Commencement Date thereafter during the Term or any Renewal Term of this Agreement.

B. For any Renewal Term, the annual rent shall be:

Renewal Terms

Annual Rent

Years 6 -10	\$ 10,800.00
Years 11-15	\$ 12,960.00
Years 16-20	\$ 15,552.00
Years 21-25	\$ 18,666.00

4. **USE.** PrimeCo may use the Premises for the purpose of installing, repairing, removing, replacing, maintaining and operating a Communications Facility. Owner shall provide PrimeCo with twenty-four (24) hour, seven (7) day a week, year-around access to the Premises.

PrimeCo, its agents and contractors, are also granted the right to enter upon the Owner's Property and conduct such studies, at PrimeCo's expense, as PrimeCo deems necessary to determine the Premises' suitability for PrimeCo's Communications Facility. These studies may include, but not be limited to, surveys, soil tests, environmental assessments and radio wave propagation measurements. Owner shall assist PrimeCo in complying with zoning, building and land use regulations. Owner shall execute all documents required in furtherance of PrimeCo's intended use of the Premises.

~~PrimeCo shall deliver to Owner all plans and specifications for the Communications Facility for Owner's review and approval. Owner shall have 15 days after receipt of the plans and specifications in which to perform its review and provide written approval or comments to PrimeCo. Failure by Owner to respond within the 15 day period shall be construed as approval of PrimeCo's plans and specifications. Owner's execution of this Agreement shall signify Owner's approval of the proposed location of the Communications Facility on the Premises as shown on Exhibit "B", attached hereto. Owner's execution of this Agreement shall signify Owner's approval of the plans and specifications for, and the proposed location of, the Communications Facility on the Premises, subject to the Tower Ordinance and Resolution No. 99-4901 passed by the City of Franklin, the terms of which Ordinance and Resolution are incorporated herein and made a part hereof and which terms shall prevail in any conflict with this Agreement.~~

Additionally, Owner hereby grants and conveys to PrimeCo, its successors, licensees and assigns, for so long as PrimeCo's Communications Facility is located on the Premises, a non-exclusive construction

easement in, on, along through and across that portion of Owner's Property adjacent to the Premises (the "Construction Easement") as reasonably necessary for the purpose of operating, maintaining, repairing, relocating, replacing and removing the Communications Facility ("Work"). Owner also hereby grants and conveys to PrimeCo, its successors, licensees and assigns, to the extent reasonable necessary for PrimeCo's performance of the Work, the right and privilege to store materials, tools, machinery, equipment and excavated soil ("Material") during such period or periods as may be necessary, from time to time. In no event shall such Materials be stored on or in the Construction Easement for more than sixty (60) days at a time. Notwithstanding the foregoing, Owner expressly reserves to itself, its lessees licensees, grantees, successors and assigns, the right to use the Construction Easement, so long as such use does not obstruct or interfere with the easement rights granted to PrimeCo herein. PrimeCo agrees to restore, at its sole cost and expense, the Construction Easement as close as reasonably possible to its former condition after each use by PrimeCo of the Construction Easement. Furthermore, the parties hereto agree that upon the termination of the Agreement, the Construction Easement granted and conveyed herein, shall cease and terminate.

5. **TAXES.** PrimeCo shall pay all personal property taxes assessed against the Communications Facility. Owner shall timely pay all real property taxes and assessments against the Owner's Property, if any, and agrees to provide PrimeCo with paid receipts as evidence of such payment, if requested.

6. **UTILITIES.** All cost and expense directly associated with utility and other services to the Communications Facility shall be PrimeCo's responsibility. Owner agrees to cooperate with PrimeCo in its efforts to obtain utilities from any location provided by Owner or the servicing utility. PrimeCo shall cause all its utilities to be either separately metered or sub-metered.

7. **PERSONAL PROPERTY AND REMOVAL OF COMMUNICATIONS FACILITY.** PrimeCo agrees to remove its Communications Facility, from the Premises upon the expiration or termination of this Agreement. PrimeCo also

agrees that the Premises shall be restored, reasonable wear and tear excepted, and except for loss by casualty or other cause beyond PrimeCo's control, within thirty (30) days of the expiration or termination of this Agreement. PrimeCo shall remove all foundations to a depth of two feet (2') below ground level. The Communications Facility shall remain the personal property of PrimeCo, and shall not be deemed to be permanently attached or affixed to the Premises. The Communications Facility shall be the sole responsibility of PrimeCo.

8. **INSURANCE.** PrimeCo shall procure and maintain, at its sole cost during the term of this Agreement, commercial general liability insurance insuring PrimeCo and Owner against liability for personal injury, death or damage to personal property arising out of the use of the Premises by PrimeCo. Such insurance, not subject to cancellation or amendment without thirty (30) days prior written notice to Owner, shall provide coverage in an amount not less than ~~One Million Dollars (\$1,000,000)~~ Three Million Dollars (\$3,000,000.00) for bodily injury or death to one or more persons and in an amount of not less than ~~One Million Dollars (\$1,000,000.00)~~ Three Million Dollars (\$3,000,000) for property damage. Owner shall be added to the policy as an additional insured. PrimeCo reserves the right to satisfy the insurance requirements herein through self insurance.

Owner shall procure and maintain, at its sole cost during the term of this Agreement, general liability insurance insuring Owner and PrimeCo against liability for personal injury, death or damage to personal property arising out of its ownership, use and management of the Owner's Property by Owner or its agents, with combined single limits of not less than One Million Dollars (\$1,000,000.00). In the event the Owner fails to procure and maintain the required insurance coverage during the term of this Agreement, PrimeCo shall have the right, in addition to the right contained in Section 9 herein below, to collect any such amounts from Owner which would have been recoverable if such general liability insurance had been in place.

Notwithstanding anything in this Agreement to the contrary, each party releases the other party from all liability, whether for negligence or otherwise, in connection with a

loss covered by any policy(s) which the releasing party carries with respect to the Premises or the Owner's Property, but only to the extent that such loss is collected under such insurance policy(s). Any policy required to be obtained pursuant to this Section shall contain a Waiver of Subrogation in favor of the other party hereto; provided, however, no provision of this paragraph shall be valid if it would cause a loss of coverage or void any coverage under any policy in effect upon such claim for liability pursuant to its terms.

9. **INDEMNITY.**

A. ~~PrimeCo agrees to indemnify and hold Owner harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of PrimeCo's occupancy of the Premises, or its use, installation or maintenance of the Communications Facility, excepting the acts, omissions, negligence or misconduct of Owner or Owner's employees or agents.~~ PrimeCo agrees to indemnify, and hold Owner harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss which arise out of PrimeCo's use or occupancy of the Premises, or its conduct upon the easements granted under this Agreement, or any conduct upon Owner's Property, excepting the acts omissions, negligence or misconduct of Owner, or Owner's employees, agents or contractors.

B. ~~Owner agrees to indemnify, defend and hold PrimeCo, its directors, officers, employees, agents and affiliates harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the current condition, use and/or occupancy of the Premises and the Owner's Property by Owner, or Owner's employees, agents, contractors, subcontractors or invitees or the acts, omissions, negligence or misconduct of any of them.~~ Owner agrees to indemnify, and hold PrimeCo harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss which arise out of Owner's use or occupancy of the Premises, or its conduct upon the easements granted under this Agreement, or any conduct upon Owner's Property, excepting the acts, omissions, negligence or misconduct of

PrimeCo, or PrimeCo's employees, agents or contractors.

10. **CONDITION OF PROPERTY, COMPLIANCE WITH LAW.** Owner represents that Owner's Property (including, without limitation, the location for the Communications Facility) and all improvements thereto, are in and shall remain in compliance with all applicable building, life safety, disability and other laws, ordinances, rules and regulations of any governmental or quasi-governmental authority. PrimeCo agrees that, subject to Owner's compliance with the terms of this paragraph, any improvements constructed by PrimeCo on the Premises and all of the operations of PrimeCo within the Premises shall be in compliance with all applicable laws, ordinances, rules and regulations.

11. **TERMINATION.** This Agreement may be terminated by PrimeCo at any time, in its sole discretion, by giving written notice thereof to Owner not less than 30 days prior to the Commencement Date. In addition, this Agreement may be terminated by PrimeCo, upon giving written notice to Owner, if: (a) PrimeCo cannot obtain or is unable to renew any permit, license, easement or other approval ("Approval") required for PrimeCo's use of the Premises, whether by cancellation, expiration lapse, withdrawal or termination; (b) Owner fails to execute a requested non-disturbance agreement or subordination agreement; (c) Owner does not have a legally sufficient ownership interest in the Premises, or authority to enter into this Agreement; (d) PrimeCo determines that the Owner's Property contains hazardous substances; or (e) PrimeCo determines that the Property is not appropriate for its operations for economic or technological reasons. Upon such termination, Owner shall promptly refund to PrimeCo any prepaid rent for the unused portion of the current lease term. Owner may terminate this agreement at any time forthwith, following a breach by PrimeCo, its successors or assigns, of any term of this Agreement or failure to comply with all applicable laws, ordinances, rules and regulations and the failure by PrimeCo to fully cure such default pursuant and subject to, with paragraph 18 below.

12. **HAZARDOUS SUBSTANCES.** Owner represents and warrants that a) no portion of the

Premises constitutes protected wetland or any similar environmentally critical area, b) no Hazardous Substances, as defined herein below, are located in, upon or under the Premises, and c) no petroleum products are now or (to the best of Owner's knowledge) have in the past been stored (whether in tanks or otherwise) on or under the Premises or on other lands owned by Owner and immediately next to the Premises. For purposes of this provision, "Hazardous Substances" includes any substance identified as hazardous, toxic, or dangerous in any applicable federal, state or local law or regulation. Owner and PrimeCo each represent and covenant to the other that neither will cause contamination of the Premises by any Hazardous Substances brought in or upon the Premises or on adjacent lands. Each party to this Agreement agrees to indemnify and hold the other harmless from any cost, liability or expense (including without limitation, cost of cleanup or fines, reasonable attorney fees, and court or administrative proceedings) incurred by the other on account of contamination of the Premises by any hazardous Substance. Owner and PrimeCo acknowledge receipt of the November 1990 Contamination Evaluation Former Nike Battery M-54 Franklin, Wisconsin prepared by IT Corporation, its contents and follow up conclusions prepared by TN & Associates for United States Army Corps of Engineers-Omaha District.

13. **CASUALTY.** If all or any portion of the Owner's Property or the Communications Facility is damaged by any Casualty, as hereinafter defined, the Owner agrees to give PrimeCo written notice thereof within ten (10) days of the occurrence of such Casualty. If such Casualty affects PrimeCo's ability to use the Premises or the Communications Facility, in PrimeCo's sole determination, this Agreement shall terminate as of the date of the Casualty if PrimeCo gives Owner written notice of termination within thirty (30) days after PrimeCo's receipt of any Casualty notice from Owner. Notwithstanding the foregoing, PrimeCo shall have the right, but not the obligation, to elect that Owner restore the Premises to a condition that is reasonably acceptable to PrimeCo and which will allow for the repair, replacement, restoration and continued operation of the Communications Facility, provided Owner has casualty insurance proceeds covering such restoration available. PrimeCo

shall give Owner written notice of its exercise of this election within thirty (30) days of receipt of any notice of Casualty, as provided for herein. "Casualty" shall include damage to or the destruction of the Owner's Property by vandalism, vehicles, aircraft, riot or civil commotion, fire, lightning, windstorm, tornado, hailstorm, flood, or earthquake.

14. **CONDEMNATION.** In the event that all or any portion of Owner's Property is taken or condemned by any competent governmental or quasi-governmental authority, or voluntarily conveyed by Owner, for any public use or purpose, this Agreement shall terminate upon the date when possession of the part so taken or conveyed shall be required for such use or purpose. Each party shall have the right to maintain their own respective actions against the condemning authority for their respective damages and neither party shall have any interest in any award granted to the other. In the event of such a taking, the rental shall be prorated to the date of possession, and any prepaid rent shall be promptly repaid to PrimeCo.

15. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communications Facility, or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, regardless whether or not the same is deemed real or personal property under any applicable law, ordinance, rule or regulation, except as may be had upon any judgement for damages as may result from any breach of this Agreement.

16. **QUIET ENJOYMENT.** PrimeCo shall, upon payment of Rent, peaceably and quietly have, hold and enjoy the Premises. Owner, or any person claiming by, through or under the Owner, shall not cause or permit any use of Owner's Property which interferes with or impairs the quality of the communications services being rendered by PrimeCo from the Premises. Except in cases of emergency, Owner shall not have access to the Communications Facility unless accompanied by PrimeCo personnel. Additionally, Owner hereby agrees that it will not use, or allow to be used, any of its property adjacent or appurtenant to the

Owner's Property in such a way as to interfere with, hinder or obstruct PrimeCo's use of the Premises or the Communications Facility, in PrimeCo's reasonable determination.

17. **SUBORDINATION and NON-DISTURBANCE.** At Owner's option, this Agreement shall be subordinate to any mortgage by Owner which, from time to time, may encumber all or any part of the Premises; provided that every such mortgagee shall recognize (in writing and in a form acceptable to counsel for PrimeCo) the validity of this Agreement in the event of a foreclosure of Owner's interest and also the right of PrimeCo to remain in occupancy and have access to the Premises as long as PrimeCo is not in default under this Agreement. PrimeCo shall execute whatever instruments may reasonably be required to evidence this subordination. If, as of the date of execution of this Agreement, there is any mortgage, deed of trust, ground lease or other similar encumbrance affecting Owner's Property, Owner agrees to use commercially reasonable best efforts in cooperating with PrimeCo in obtaining from the holder of such encumbrance an agreement that PrimeCo shall not be disturbed in its possession, use and enjoyment of the Premises.

18. **DEFAULT.** Except as may be expressly limited herein, Owner and PrimeCo shall each have all such remedies for the default of the other party hereto as may be provided at law or in equity, following written notice of such default and failure by the defaulting party to cure the same within thirty (30) days of said notice. Notwithstanding the foregoing, this Agreement may not be terminated if the defaulting party commences action to cure the default within 30 days and proceeds with due diligence to fully cure the default.

19. **MISCELLANEOUS.**

A. Owner represents and warrants that Owner has full authority to enter into and sign this Agreement. If the Premises is held in a trust, the Owner shall execute a written direction to cause the Trustee to execute this Agreement and other required documents as deemed necessary by PrimeCo.

B. This Agreement may be signed in counterparts by the parties hereto.

C. The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and PrimeCo. However the rights, conditions, covenants and obligations granted or reserved hereunder shall not be construed to benefit any third party which is not specifically made a party to this Agreement by written agreement of the parties hereto.

D. The prevailing party in any action or proceeding to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

E. Before the Commencement Date, Owner shall execute, acknowledge and deliver to PrimeCo for recording a Memorandum of Agreement ("Memorandum") in the form of Exhibit "C" attached hereto and made a part hereof. Owner hereby grants PrimeCo the right to insert the Effective Date of this Agreement into the Memorandum after execution of the Memorandum. Additionally, Owner agrees to execute and deliver to PrimeCo an Estoppel Certificate in the form of Exhibit "D", attached hereto and made a part hereof, at the time of completion of the Communications Facility.

F. PrimeCo may assign this Agreement at any time without Owner's consent, as provided in the Special Use Permit, provided that the assignee assumes all obligations arising under this Agreement. PrimeCo may sublease any or all of the Communications Facility without Owner's consent, provided that the sublessee assumes all obligations arising under this Agreement. In the event of any other assignment Owner's consent shall not be

unreasonably withheld, conditioned or delayed. In such event, the assignment shall not be valid unless the Owner approves a written assumption by any assignee of PrimeCo's obligations under this Agreement, the Tower Ordinance and Resolution No. 99-4901. Pursuant to the Tower Ordinance of the City of Franklin, PrimeCo is encouraged by Owner to sublease to additional users, and the parties agree that such subleasing is not in conflict with the assignment provisions in Resolution No. 99-4901.

G. Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally-recognized courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Either party hereto may change the name and address to whom any notices sent under this Agreement shall be sent.

H. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. Venue for any dispute arising hereunder shall be the Circuit Court for Milwaukee County.

I. A maximum of twice during each calendar year during the term of this Agreement, Each party agrees to furnish to the other, within ten (10) days after written request, such truthful estoppel information as the requesting party may reasonably request.

J. This Agreement supersedes all prior discussions and negotiations, whether oral or written, and contains the full and complete agreement and understanding between Owner and PrimeCo. All Exhibits and Riders are incorporated herein by reference

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement on this day of , 1999.

OWNER

City of Franklin, Wisconsin

By: [Signature]

Print Name: Patrick F. Murray

Its: Mayor

Date Executed: 10-1-99

Federal ID No.: 39-6005897

City of Franklin Board of Water Commissioners
(acknowledging its consent to this Agreement)

By: [Signature]

Print Name: FRANK A. COWLER

Its: President

Date Executed: 10/1/99

By: [Signature]

Print Name: LEARY C. PETERSON

Its: Secretary

Date Executed: 10/1/99

City of Franklin, Wisconsin

By: Sandra L. Claus

Print Name: Sandra L. Claus

Its: Clerk

Date Executed: 10-1-99

Address of Owner

9229 W. Loomis Rd.

Franklin, WI 53132

Telephone No.: 414-425-7500

Facsimile No.: 414-425-6428

PRIMECO

PRIMECO PERSONAL COMMUNICATIONS, Limited.
Partnership, a Delaware limited partnership

By: [Signature]

Print Name: Robert Super

Its: Network Implementation Director

Date Executed: 9/30/99

Witnesses:

[Signature]

Print Name: JENNIFER HOCKENSMITH

2. [Signature]

Print Name: Charles K. Hippen



Address of PrimeCo:

PrimeCo Personal Communications, L.P.
One Pierce Place
Suite 1100
Itasca, Illinois 60143
Attn: Director of Site Acquisition

Address of Owner

City of Franklin
9229 W. Loomis
Franklin, WI 53132
Attn: Mayor

With copy to:

PrimeCo Personal Communications, L.P.
One Pierce Place
Suite 1100
Itasca, Illinois 60143
Attn: Associate General Counsel

With copy to:

(Document continues on next page)

EXHIBIT "A" TO SITE AGREEMENT

LEGAL DESCRIPTION OF OWNER'S PROPERTY:

Parcel 2 of Certified Survey Map No. 6167, recorded on November 16, 1995 on Reel 3673, Images 897 through 899 as Document No. 7151543, being a Resubdivision of Parcel 1 of Certified Survey Map No. 5045 of a part of the SW 1/4 of the NW 1/4 of Section 26, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin.

Tax Key No. 899-9990-066

ADDRESS: 5550 W. AIRWAYS AVENUE

Notes:

The legal description is based on the Commitment for Title Insurance for Owner's Property, and is subject to revision where necessary by amendments to the Title Commitment, or as otherwise agreed upon in writing by the parties.

EXHIBIT "B" TO SITE AGREEMENT

SKETCH AND DESCRIPTION OF PREMISES:

SEE ATTACHED

Notes:

1. This Exhibit may be replaced by a land survey of the Owner's Property, by Construction Drawings, or by other documents, at PrimeCo's sole cost and expense.
2. The Premises includes non-exclusive easements for ingress and egress across Owner's Property to the Premises, and utility lines and cables to service the Premises, which may or may not be shown on this Exhibit, the land survey, the Construction Drawings or other documents. Owner shall obtain, where necessary, easements across the property of other tenants and adjacent landowners or users where required to service the Premises. Access for rooftop Premises shall be by elevator, and where necessary by antenna locations, stairways, ladders and steps affixed to the building structure.
3. Access for tower Premises shall be over paved roads, where available, and over gravel or other surfaces, where necessary, in the most reasonably direct and convenient direction from the Premises to the paved surface.
4. Width of access easements shall be the width required by applicable governmental authorities, including police and fire departments.

Exhibit "C" SITE AGREEMENT
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM evidences that a lease was made and entered into by written Agreement dated Oct. 1, 1999, between City of Franklin, Wisconsin ("Owner") and PrimeCo Personal Communications Limited Partnership, a Delaware Limited Partnership, ("PrimeCo") which is incorporated by reference. Such Agreement provides in part that Owner leases to PrimeCo, a certain site located in the City of Franklin, County of Milwaukee, within the property of Owner which is described in

Attachment "A" attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities, for a term of five (5) years commencing on _____, 19____, which term is subject to four (4) additional five (5) year extension periods by PrimeCo.

5500 W. Airways, Franklin, Wisconsin

899-9990-066

Street Address

Parcel Identification Number (PIN)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

City of Franklin, Wisconsin

PrimeCo Personal Communications Limited Partnership,
a Delaware Limited Partnership

By: [Signature]

By: [Signature]

Name: PATRICK F. MURRAY

Name: Robert Super

Title: MAYOR

Title: Director of Network Imp'N.

☒ See Attachment "SN" for continuation of Owner signatures

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

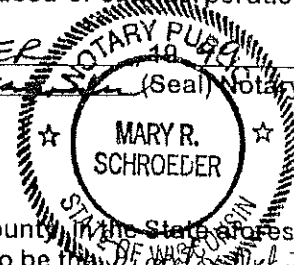


I, MARY R. SCHROEDER, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PATRICK F. MURRAY, personally known to me to be the MAYOR, of FRANKLIN, a MUNICIPAL corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to authority duly given, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1ST day of OCTOBER, 1999.
Commission expires October 17, 1999. Mary R. Schroeder (Seal) Notary Public

STATE OF Illinois

COUNTY OF DuPage



I, Beza F. Assegu, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Super, personally known to me to be the Director of Network Imp'N. of PrimeCo Personal Communications Limited Partnership, a Delaware Limited Partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to authority duly given, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30th day of September, 1999.
Commission expires _____, _____, _____ (Seal) Notary Public

Drafted By and Upon Recording Return to
Legal Department
PrimeCo Personal Communications, L.P.
One Pierce Place
Suite 1100
Itasca, Illinois 60143

OFFICIAL SEAL
BEZA FASSEGU
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB. 19, 2002

City of Franklin

By: Sandra L. Claus
Name: SANDRA L. CLAUS
Title: CITY CLERK

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

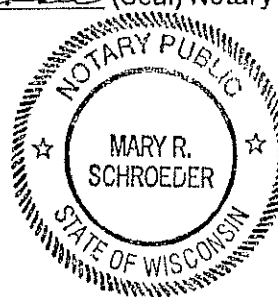
I, MARY R. SCHROEDER, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SANDRA L. CLAUS, personally known to me to be the CITY CLERK, of FRANKLIN, a MUNICIPAL corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to authority duly given, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 20th day of OCTOBER, 19 99.
Commission expires October 12, 2003. Mary R. Schroeder (Seal) Notary Public

City of Franklin

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____



I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____, of _____, a _____, corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to authority duly given, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____, day of _____, 19 _____.
Commission expires _____, _____, _____ (Seal) Notary Public

City of Franklin

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____, of _____, a _____, corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument pursuant to authority duly given, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____, day of _____, 19 _____.
Commission expires _____, _____, _____ (Seal) Notary Public

ATTACHMENT "A"

Parcel 2 of Certified Survey Map No. 6167, recorded on November 16, 1995 on Reel 3673, Images 897 through 899 as Document No. 7151543, being a Resubdivision of Parcel 1 of Certified Survey Map No. 5045 of a part of the SW 1/4 of the NW 1/4 of Section 26, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin.

Tax Key No. 899-9990-066

ADDRESS: 5550 W. AIRWAYS AVENUE



RECEIVED

NOV 08 2016

City of Franklin
Engineering Department

Send: Fed Ex: 7776 4927 6214
Rec: Fed Ex: 7905 8259 5005

November 7, 2016

The City of Franklin
Attn: Greg Morrow
9229 S. Loomis Rd.
Franklin, WI 53132
(414)-427-7550

Re: ATC - Site # 50469- NIKE

Dear Mr. Morrow,

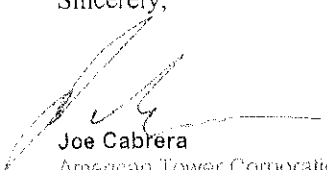
Thank you for facilitating this transaction to extend our agreement with your family. Please contact me to confirm you received this package and if you have any questions at all. ***The deadline for this offer is December 4, 2016.***

Enclosed please find for the review and approval execution documents as follows:

1. 2 copies of First Amendment to Land Lease agreement, and Memorandum of Lease (attached as one document) please sign and notarize 1 copy where applicable. I've identified with labels only the pages of your concern for signature with labels thru ought. You can save the second copy for your files, unless you wish to have a fully executed original in which case you would send in three signed and notarized copies. Once we fully execute it, our paralegals will send you the original within a few weeks of us closing.
2. W9 - please fill out with the tax id number for the appropriate payee.
3. Postage paid return Fed Ex Envelope

If you have any questions about the agreement, please don't hesitate to give me a call.

Sincerely,



Joe Cabrera

American Tower Corporation
Account Manager, Land Acquisition
U.S. Tower Finance, M&A and TAPP
750 park of commerce Blvd
Suite 300
Boca Raton, FL 33487-3612
561-982-6523- (Office)
561-982-7459- (fax)
joseph.cabrera@americantower.com

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between City of Franklin, Wisconsin ("**Landlord**") and American Tower, L.P., a Delaware limited partnership ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Agreement dated October 1, 1999 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on Exhibit A; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Five Thousand and No/100 Dollars (\$5,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before December 4, 2016; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on October 1, 1999 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on September 30, 2024. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and

return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as Exhibit B and by this reference made a part hereof (the "Memorandum") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. Rent and Escalation. Commencing on October 1, 2018, the rent payable from Tenant to Landlord under the Lease is hereby increased to Twenty-Four Thousand and No/100 Dollars (\$24,000.00) per year (the "Rent"). Commencing on October 1, 2024, and on the beginning of each Renewal Term thereafter, Rent due under the Lease shall increase by an amount equal to twenty percent (20%) of the then current rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Franklin, WI**. The escalations in this paragraph shall be the only escalations to the Rent and any/all escalations in the Lease are hereby null and void and of no further force and effect.
4. Landlord and Tenant Acknowledgments. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. Limited Right of First Refusal. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "Offer"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by

Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 9229 W. Loomis, Franklin, WI 53132, Attn: Mayor; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of

the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

10. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
11. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
12. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

City of Franklin, Wisconsin

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

American Tower, L.P.
a Delaware limited partnership

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Situated in the County of Milwaukee, State of Wisconsin:

All that part of the North Seventy (70) acres of the West half (W-1/2) of the Northwest Quarter (NW-1/4), Section Twenty-six, Township Five (5) North, Range Twenty-one (21) East of the Fourth Principal Meridian, Milwaukee County, State of Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of the North Seventy acres of the West half of the Northwest Quarter of said section; thence west and parallel to the South line of the Northwest Quarter (NW-1/4) of said section, Nine Hundred and twenty feet (920.0') to a point; thence North and parallel to the West line of the Northwest Quarter (NW-1/4) of said section, One Hundred and fifty feet (150.0') to a point; thence East and parallel to the South line of the Northwest Quarter of said section, Four Hundred and seventy feet (470.0') to a point; thence North and parallel to the West line of the Northwest Quarter (NW-1/4) of said section, Eight Hundred and seventy feet (870.0') to a point; thence East and parallel to South line of the Northwest Quarter (NW-1/4) of said section, Four Hundred and fifty feet (450.0') to a point on the East line of the West half of the Northwest Quarter (NW-1/4) of said section, said point being One Thousand twenty feet (1020') North of the place of beginning; thence South on said line to the place of beginning; containing 12.135 acres, more or less,

and

The North 110.0 feet of the South 160.0 feet of the West 395.75 feet of the North 70 acres of the West 1/2 of the Northwest 1/4 of Section 26, Township 5 North, Range 21 East of the Fourth Principal Meridian, County of Milwaukee, State of Wisconsin; containing 1.00 acre, more or less.

~~X~~
Also the Government's interest in a perpetual right-of-way easement for access road and utilities and facilities therein, on, over, along, under, through and across certain land as hereinafter described;

EXHIBIT A (CONTINUED)

PARENT PARCEL (CONTINUED)

The South Fifty feet (50.0') of the West Four Hundred feet (400.0') of the North Seventy (70.0) acres of the West half (W-1/2) of the Northwest Quarter (NW-1/4) of Section Twenty-six (26), Township Five (5) North, Range Twenty-one (21) East of the Fourth Principal Meridian, Milwaukee County, State of Wisconsin; containing 0.46 acre, more or less.

Also the Government's interest in a perpetual easement and right-of-way for the location, construction, operation, maintenance, patrol and removal of a sewer line with all necessary fittings thereto across certain lands as hereinafter described:

That part of the Northeast one-quarter of Section 27, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, more particularly described as follows:

Beginning at a point in the East line of the Northeast one-quarter of said Section 27, said point being the centerline of a sewer easement, a distance of 480.00 feet North of the Southeast corner thereof said easement being 10.00 feet on either side of the following described centerline; thence West and perpendicular to said East line 600.00 feet to a point which is on the West line of this easement, said line bearing North 45° 30' East

and also;

Beginning at a point 480.00 feet North and 600.00 feet West of the Southeast corner of the Northeast one-quarter of said Section 27; thence North 45° 30' East, 60.00 feet to a point; thence North 44° 30' West, 150.00 feet to a point; thence South 45° 30' West 120.00 feet to a point; thence South 44° 30' East, 150.00 feet to a point; thence North 45° 30' East 60.00 feet to the point of beginning

and also;

Commencing at the Southeast corner of the Northeast one-quarter of said Section 27; thence North along the east line of the said Northeast one-quarter 480.00 feet to a point; thence West and perpendicular to the said East line 600.00 feet to a point; thence North 44° 30' West 150.00 feet to the point of beginning

EXHIBIT A (CONTINUED)

PARENT PARCEL (CONTINUED)

of a sewer easement, said point being on the centerline of said easement which is 10.00 feet on either side of the centerline; thence North 44° 30' West, 614.00 feet, more or less, to a point in the East line of the Root River, containing in the aggregate .97 acre, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Alexandra A. Nichols, Esq.
ATC Site No: 50469
ATC Site Name: Nike WI
Assessor's Parcel No(s): 899-9990-068

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: _____
State of Wisconsin
County of Milwaukee

MEMORANDUM OF LEASE

This Memorandum of Lease (the "***Memorandum***") is entered into on the _____ day of _____, 201____ by and between City of Franklin, Wisconsin ("***Landlord***") and American Tower, L.P., a Delaware limited partnership ("***Tenant***").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Agreement dated October 1, 1999 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "***Leased Premises***"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be September 30, 2064. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

Site No: 50469
Site Name: Nike WI

5. Effect/Miscellaneous. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 9229 W. Loomis, Franklin, WI 53132, Attn: Mayor; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. Counterparts. This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. Governing Law. This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Franklin, Wisconsin

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

WITNESS

American Tower, L.P.
a Delaware limited partnership

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

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Commencing at the Southeast corner of the North Seventy acres of the West half of the Northwest Quarter of said section; thence west and parallel to the South line of the Northwest Quarter (NW-1/4) of said section, Nine Hundred and twenty feet (920.0') to a point; thence North and parallel to the West line of the Northwest Quarter (NW-1/4) of said section, One Hundred and fifty feet (150.0') to a point; thence East and parallel to the South line of the Northwest Quarter of said section, Four Hundred and seventy feet (470.0') to a point; thence North and parallel to the West line of the Northwest Quarter (NW-1/4) of said section, Eight Hundred and seventy feet (870.0') to a point; thence East and parallel to South line of the Northwest Quarter (NW-1/4) of said section, Four Hundred and fifty feet (450.0') to a point on the East line of the West half of the Northwest Quarter (NW-1/4) of said section, said point being One Thousand twenty feet (1020') North of the place of beginning; thence South on said line to the place of beginning; containing 12.155 acres, more or less,

and

The North 110.0 feet of the South 160.0 feet of the West 395.75 feet of the North 70 acres of the West 1/2 of the Northwest 1/4 of Section 26, Township 5 North, Range 21 East of the Fourth Principal Meridian, County of Milwaukee, State of Wisconsin; containing 1.00 acre, more or less.

~~X~~
Also the Government's interest in a perpetual right-of-way easement for access road and utilities and facilities therein, on, over, along, under, through and across certain land as hereinafter described;

EXHIBIT A (CONTINUED)

PARENT PARCEL (CONTINUED)

The South Fifty feet (50.0') of the West Four Hundred feet (400.0') of the North Seventy (70.0) acres of the West half (W-1/2) of the Northwest Quarter (NW-1/4) of Section Twenty-six (26), Township Five (5) North, Range Twenty-one (21) East of the Fourth Principal Meridian, Milwaukee County, State of Wisconsin; containing 0.46 acre, more or less.

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Beginning at a point in the East line of the Northeast one-quarter of said Section 27, said point being the centerline of a sewer easement, a distance of 480.00 feet North of the Southeast corner thereof said easement being 10.00 feet on either side of the following described centerline; thence West and perpendicular to said East line 600.00 feet to a point which is on the West line of this easement, said line bearing North 45° 30' East

and also;

Beginning at a point 480.00 feet North and 600.00 feet West of the Southeast corner of the Northeast one-quarter of said Section 27; thence North 45° 30' East, 60.00 feet to a point; thence North 44° 30' West, 150.00 feet to a point; thence South 45° 30' West 120.00 feet to a point; thence South 44° 30' East, 150.00 feet to a point; thence North 45° 30' East 60.00 feet to the point of beginning

and also;

Commencing at the Southeast corner of the Northeast one-quarter of said Section 27; thence North along the east line of the said Northeast one-quarter 480.00 feet to a point; thence West and perpendicular to the said East line 600.00 feet to a point; thence North 44° 30' West 150.00 feet to the point of beginning

EXHIBIT A (CONTINUED)

PARENT PARCEL (CONTINUED)

of a sewer easement, said point being on the centerline of said easement which is 10.00 feet on either side of the centerline; thence North $44^{\circ} 30'$ West, 614.00 feet, more or less, to a point in the East line of the Root River, containing in the aggregate .97 acre, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/15/16
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.
<p>See attached list from meeting of November 15, 2016.</p> <p>COUNCIL ACTION REQUESTED</p>		



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee Agenda* Aldermen's Room November 15, 2016 – 6:00 pm

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2016-17 6:05 p.m.	Reiss C Stapleton 6380 S 35 th St., #4 Franklin, WI 53132 Walgreens – S. 76 th St			
Operator 2016-17	Daniel L Sajdowitz 3674 S 5 th Place Franklin, WI 53132 Iron Mike's			
Operator 2016-17	Stephanie K Sauer 8869 Lake Pointe Cir Franklin, WI 53132 Rock Sports Complex			
Change of Agent 2016-17	Jon Patrick McCourt 33606 Contour Dr Burlington, WI 53105 Wal-Mart Stores East LP			
3.	Adjournment			
		Time		

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

APPROVAL <i>Slw</i> <i>PR</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/15/16
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached are vouchers dated October 28, 2016 through November 10, 2016 Nos. 162724 through Nos. 162879 the amount of \$ 1,588,742.09. Included in this listing are EFT's Nos. 3295 through Nos. 3308 and Library vouchers totaling \$ 35,335.31.

Vouchers approved at the Council meeting dated 11/1/16 that are included on this distribution listing:

Heartland	\$ 6,303.60
Ehlers & Assoc	\$ 7,300.00
Humana Insurance	\$ 72,238.31
Paragon Development	\$ 53,726.80
Wesolowski, Reidenback & Sajdak	\$ 24,985.52
State of Wisconsin	\$ 260,974.81
Library Vouchers	\$ 24,395.04
Total	\$ 449,924.08

Early release disbursements dated October 28, 2016 through November 9, 2016 under Resolution 2013-6920 in the amount of \$ 925,877.04 are provided on a separate listing and are also included in the complete disbursement listing.

The net payroll dated November 11, 2016 is \$ 358,850.91 previously estimated at \$ 368,000.00. Payroll deductions for November 11, 2016 are \$ 203,128.46, previously estimated at \$ 225,000.00.

The estimated payroll for November 25, 2016 is \$ 360,000.00 with estimated deductions and matching payments of \$ 366,000.00.

There were no Property Tax refunds or settlements.

Vouchers in the amount of \$39,548.04 were not included in the distribution listing. Payment to be issued and released upon Council approval.

Crowely Construction	\$ 17,972.30
Franklin Aggregates	\$ 106.58
Johnson's Nursery	\$ 1,806.00
Lites & Lamps	\$ 3,200.00
Napa	\$ 219.33
Payne & Dolan	\$ 2,868.83
Tillmann Growers	\$ 13,140.00
Time Warner	\$ 235.00
TOTAL	\$ 39,548.04

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of November 10, 2016 in the amount of \$ 1,588,742.09 and
- Payroll dated November 11, 2016 in the amount of \$ 358,850.91 and payments of the various payroll deductions in the amount of \$ 203,128.46, plus City matching payments and
- Estimated payroll dated November 25, 2016 in the amount of \$ 360,000.00 and payments of the various payroll deductions in the amount of \$ 366,000.00, plus City matching payments and
- The release of various vendor payments not to exceed \$ 39,548.04.