

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE November 5, 2018
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute a Partial Satisfaction and Release of Mortgage upon the Senior Housing Development Property (Lot 2 of Certified Survey Map No. 9078 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on October 16, 2018 as Document No. 10820171, Tax Key No.: 754-9007-000; south of West Rawson Avenue and west of West Loomis Road) (Ballpark Commons)	ITEM NUMBER <i>G.4.</i>

Attached is a copy of the above resolution, a Partial Satisfaction and Release of Mortgage upon the Senior Housing Development Property, copies of the recorded original CSM 9042 and the modification CSM 9078, as well as a separate copy of the first page of CSM 9078 indicating which parcel is being released. CSM 9078 was recorded in order to add certain portions of the right-of-way to the Ballpark Commons parcels. While the City of Franklin has a mortgage over all four lots of CSM 9042, lots 3 and 4 thereof were replatted by CSM 9078 to add the additional land and therefore the City only has a mortgage over a portion of the Lot 2 of CSM 9078, but for clarity sake, City staff and developer representatives have provided that the partial satisfaction and release just release the entirety of this new parcel. The purpose of the satisfaction and release is to allow for the sale and purchase transaction and the ultimate financing thereof to proceed and provide for the Senior Housing Development. This item consideration is subject to the approval of the First Amendment to Tax Incremental District No. 5 Development Agreement item preceding it at this meeting. Staff will be present at the meeting to provide information regarding this subject as may be requested by the Common Council.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute a Partial Satisfaction and Release of Mortgage upon the Senior Housing Development Property (Lot 2 of Certified Survey Map No. 9078 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on October 16, 2018 as Document No. 10820171, Tax Key No.: 754-9007-000; south of West Rawson Avenue and west of West Loomis Road) (Ballpark Commons).

Legal Services Dept.: jw

9042

— MILWAUKEE COUNTY
PERMANENT LIMITED EASEMENT
TO MAINTAIN DRAINAGE FACILITY
SEE DETAIL SHEET

C.T.H. "BB"

UNPLANTED LANDS

P.O.B.
LOT 1
125,667 S.F.
2.8849 ACRE

OLD LOOMIS RD.

LOT 2
809,451 S.F.
18.5824 ACRE

LOT 3
254,213 S.F.
5.8359 ACRES

LOT 4
139,241 S.F.
3.1965 ACRE

KARRINGTON DR.

STONE HEDGE SUBDIVISION
ADDITION NO. 1

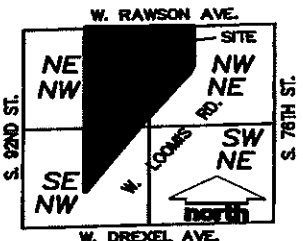
20' SANITARY SEWER EASEMENT
PER PLAT OF STONEHEDGE
SUBDIVISION ADDN. NO. 1

30' STORM SEWER &
DRAINAGE EASEMENT
PER PLAT OF STONEHEDGE
SUBDIVISION ADDN. NO. 1

W. LOOMIS RD.
S.T.H. "36"

LEGEND

- 3/4" x 18" REBAR SET
- WEIGHING 1.50 LBS/LF
- GOVERNMENT CORNER
- 1" IRON PIPE FOUND
- 3/4" REBAR FOUND



LOCATION SKETCH

NE 1/4 & SE 1/4, NW 1/4
NW 1/4 & SW 1/4, NE 1/4
SECTION 9, T5N, R21E

NOTES

1. SEE SHEET 2-5 FOR LOT DETAILS.
2. SEE SHEET 6 FOR EXISTING EASEMENTS
3. SEE SHEET 7-13 FOR PROPOSED EASEMENTS
4. SEE SHEET 14 FOR COMPLETE LEGEND.
5. SEE SHEET 18 FOR LINE AND CURVE TABLES
6. ALL ANGLES MEASURED TO THE NEAREST SECOND.
7. ALL DISTANCES ARE MEASURED TO THE NEAREST 0.01'
8. ZONED PDD--PLANNED DEVELOPMENT DISTRICT NO. 37
9. EXISTING CONTOURS SHOWN AT 5' INTERVALS. ELEV BASED ON NGVD 1929
10. BUILDING SETBACKS VARY AND SHALL COMPLY WITH PDD NO. 37.
11. NRPP APPROVED BY CITY OF FRANKLIN ON 01/08/2018.
12. ALL LOTS SERVED BY SANITARY SEWER AND WATER
13. REFER TO PDD NO. 37 FOR VISION TRIANGLE REGULATIONS
14. THERE SHALL BE NO DIRECT ACCESS TO RAWSON AVENUE AND OLD LOOMIS ROAD FROM ANY LOT OF THE CSM EXCEPT BY BALLPARK DRIVE
15. LANDSCAPE BUFFERYARD EASEMENTS SUBJECT TO THE REQUIREMENTS OF PDD NO. 37

ALL BEARINGS REFER TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 9, WHICH HAS A WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) BEARING OF N88°42'47"E.

REVISED-2/6/18
REVISED-2/22/18
REVISED-4/5/18
REVISED-5/1/18

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SURVEYED BY:

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners
W238 N1610 BUSSE ROAD
SUITE 100
WALKESHA, WISCONSIN 53186
PHONE: (262) 613-0886

OWNER & SUBDIVIDER:

ZIM-MAR PROPERTIES, LLC
510 WEST KILBOURN AVE.
MILWAUKEE, WI 53202

PROJECT NO: 14-6548

FILE NO:

FIELDBOOK / PG:

SHEET NO:

SURVEYED BY: JSD, INC.

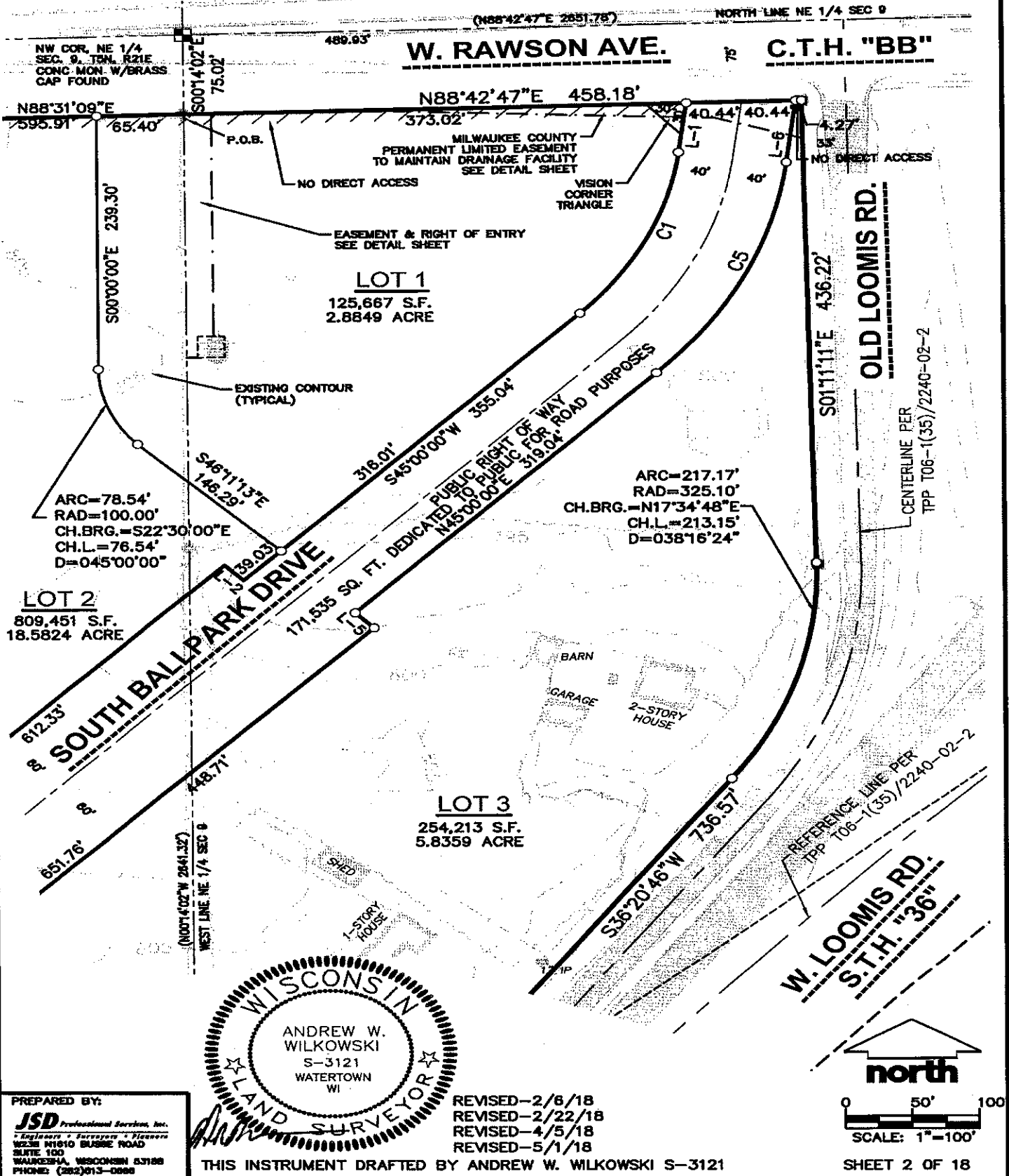
DRAWN BY: DHS

CHECKED BY: **ANW**

APPROVED BY:

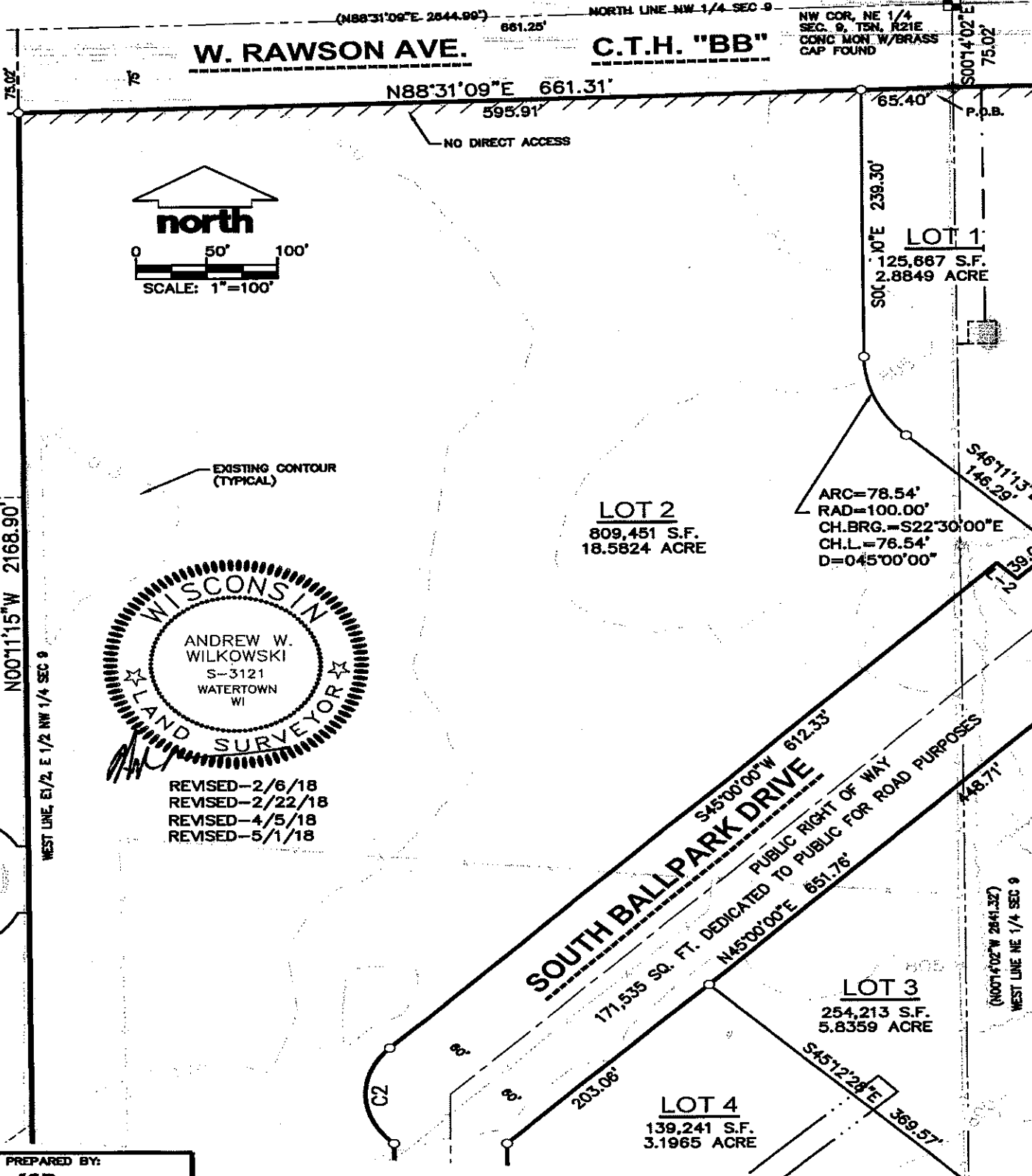
CERTIFIED SURVEY MAP NO. 9042

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



CERTIFIED SURVEY MAP NO. 9042

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



PREPARED BY:
JSD Professional Services, Inc.
 Engineers • Surveyors • Planners
 9230 N1810 BUSSE ROAD
 SUITE 100
 WAUKESHA, WISCONSIN 53186
 PHONE: (262) 513-0886

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SHEET 3 OF 18

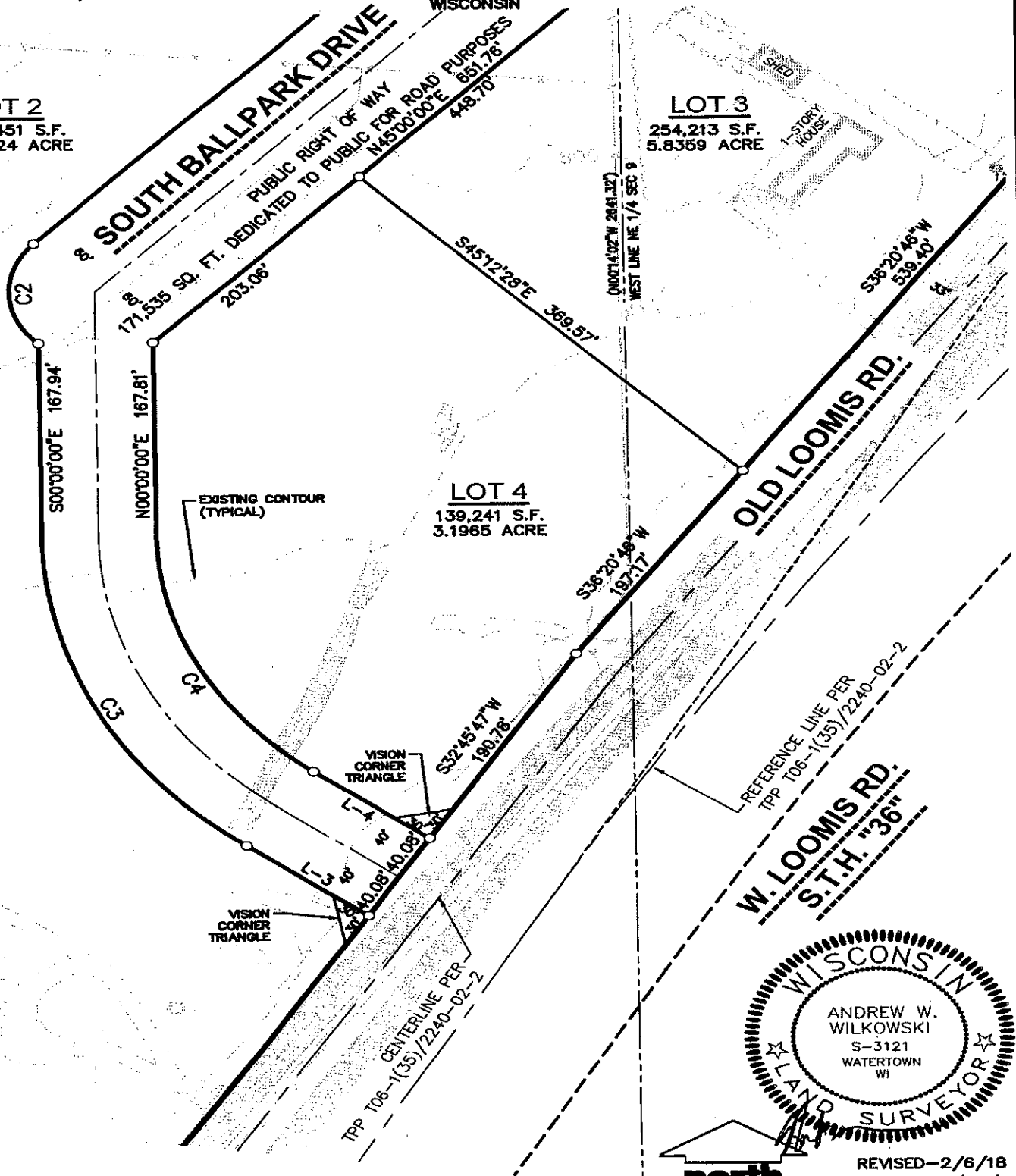
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LOT 2
809,451 S.F.
18.5824 ACRE

LOT 3
254,213 S.F.
5.8359 ACRE

LOT 4
139,241 S.F.
3.1965 ACRE



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1236 N1610 BLISSIE ROAD
SUITE 100
WALKESSHA, WISCONSIN 53186
PHONE: (262)613-0066

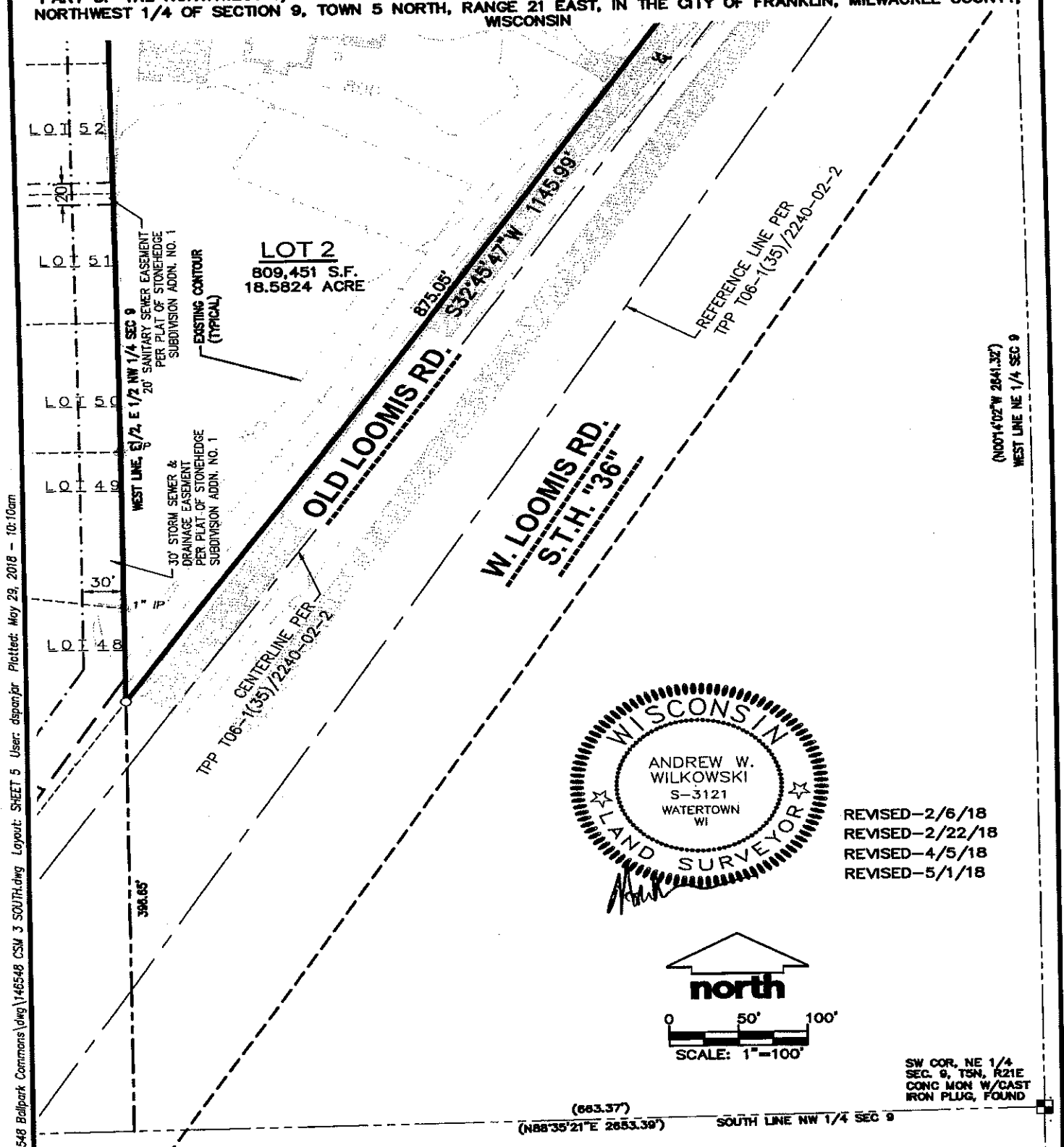
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REVISED-2/22/18
REVISED-4/5/18
REVISED-5/1/18

SHEET 4 OF 18

CERTIFIED SURVEY MAP NO. 9042

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JSD Professional Services, Inc.
 Engineers • Surveyors • Planners
 2238 W1810 BUSSE ROAD
 SUITE 100
 WAUKESHA, WISCONSIN 53188
 PHONE: (262)613-0886

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SHEET 5 OF 18

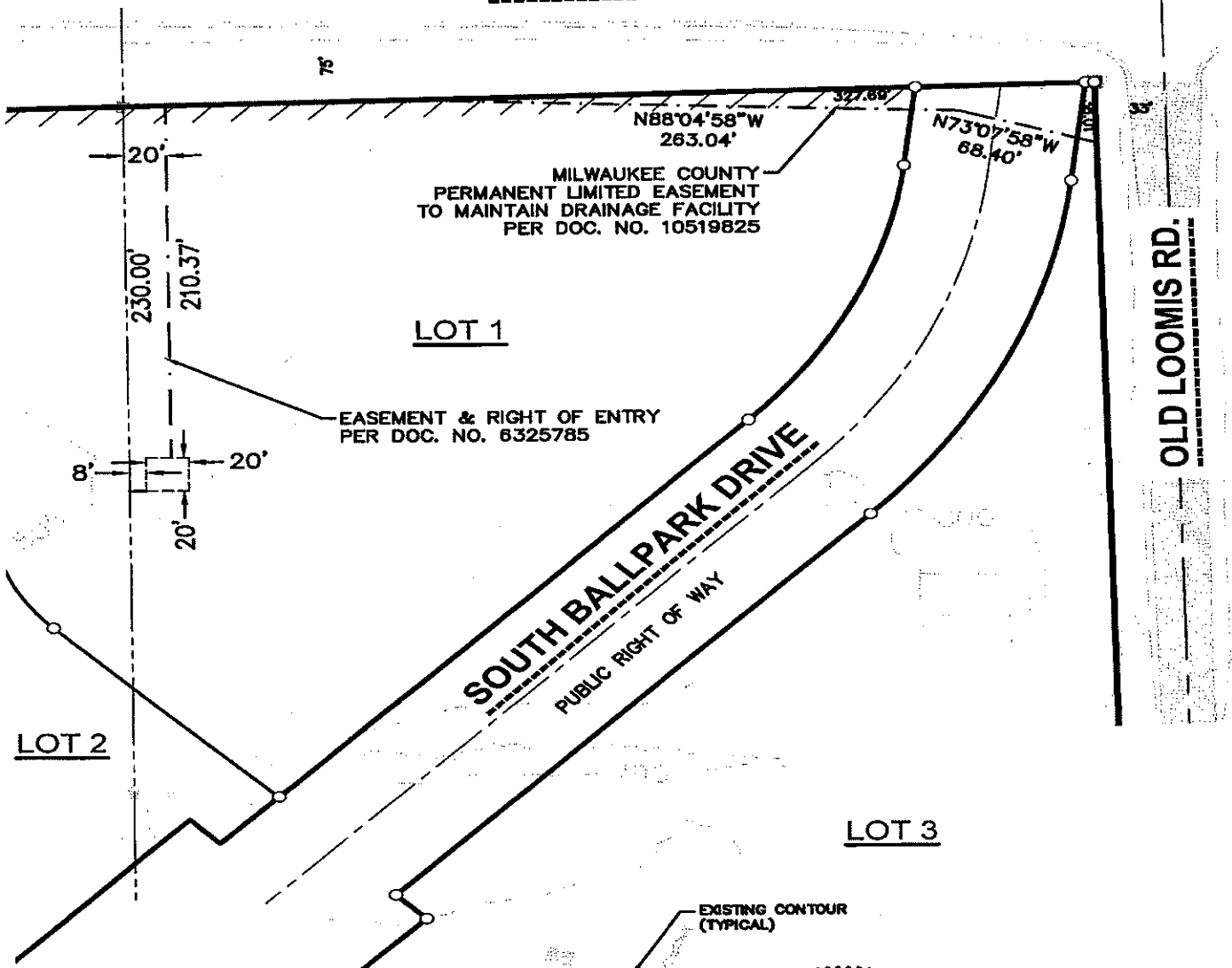
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EXISTING EASEMENT DETAILS

W. RAWSON AVE.
C.T.H. "BB"

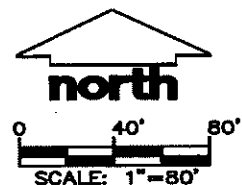
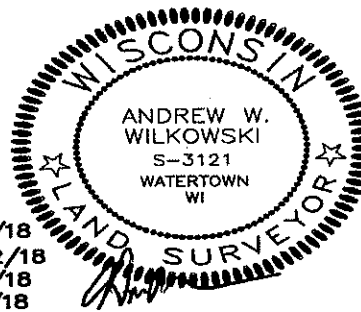


PREPARED BY:

JSD Professional Services, Inc.
"Engineers • Surveyors • Planners"
W235 N1810 BUSSE ROAD
SUITE 100
WAUKESHA, WISCONSIN 53186
PHONE: (262) 913-0888

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SHEET 6 OF 18

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W. RAWSON AVE.

PROPOSED 30' LANDSCAPE
BUFFERYARD EASEMENT

PROPOSED EASEMENT DETAILS

PROPOSED
20' SANITARY SEWER
EASEMENT

PROPOSED
150' WIDE LANDSCAPE
BUFFERYARD EASEMENT
AND CONSERVATION
EASEMENT

30' STORM SEWER &
DRAINAGE EASEMENT
PER PLAT OF STONEHEDGE
SUBDIVISION ADDN. NO. 1

PROPOSED
20' SANITARY SEWER
EASEMENT

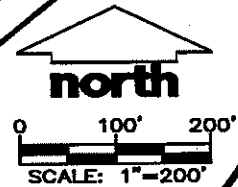
20' SANITARY SEWER EASEMENT
PER PLAT OF STONEHEDGE
SUBDIVISION ADDN. NO. 1

PROPOSED
20' WATERMAIN
EASEMENT

PROPOSED
20' WATERMAIN
EASEMENT

PROPOSED
10' OAK LEAF TRAIL
EASEMENT
(OFF PROPERTY)

LOT 1



LOT 2

PROPOSED
20' WATERMAIN
EASEMENT

PROPOSED
STORM SEWER
EASEMENT

PROPOSED
CONSERVATION
EASEMENT

LOT 4

PROPOSED
STORM SEWER
EASEMENT

WETLAND

WETLAND

PROPOSED
STORM WATER
MANAGEMENT
EASEMENT

PROPOSED
CONSERVATION
EASEMENT

PROPOSED
LANDSCAPE
BUFFERYARD
EASEMENT

OLD LOOMIS RD.

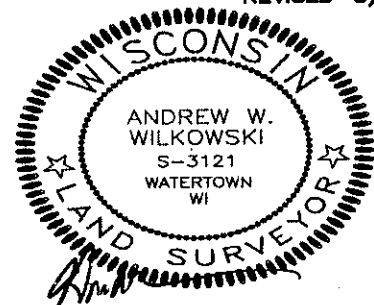
W. LOOMIS RD.
S.T.H. "36"

REVISED-2/6/18
REVISED-2/22/18
REVISED-4/5/18
REVISED-5/1/18

PREPARED BY:

JSD Professional Services, Inc.
Engineers • Surveyors • Planners
W258 N1810 BUSSE ROAD
SUITE 100
WALKEBIA, WISCONSIN 53188
PHONE: (262)613-0888

WETLANDS DELINEATED BY
JSD PROFESSIONAL
SERVICES, INC., ON APRIL
24 & MAY 3, 2016 (DNR
CONCURRENCE JULY 7, 2016
& MAY 18, 2017)

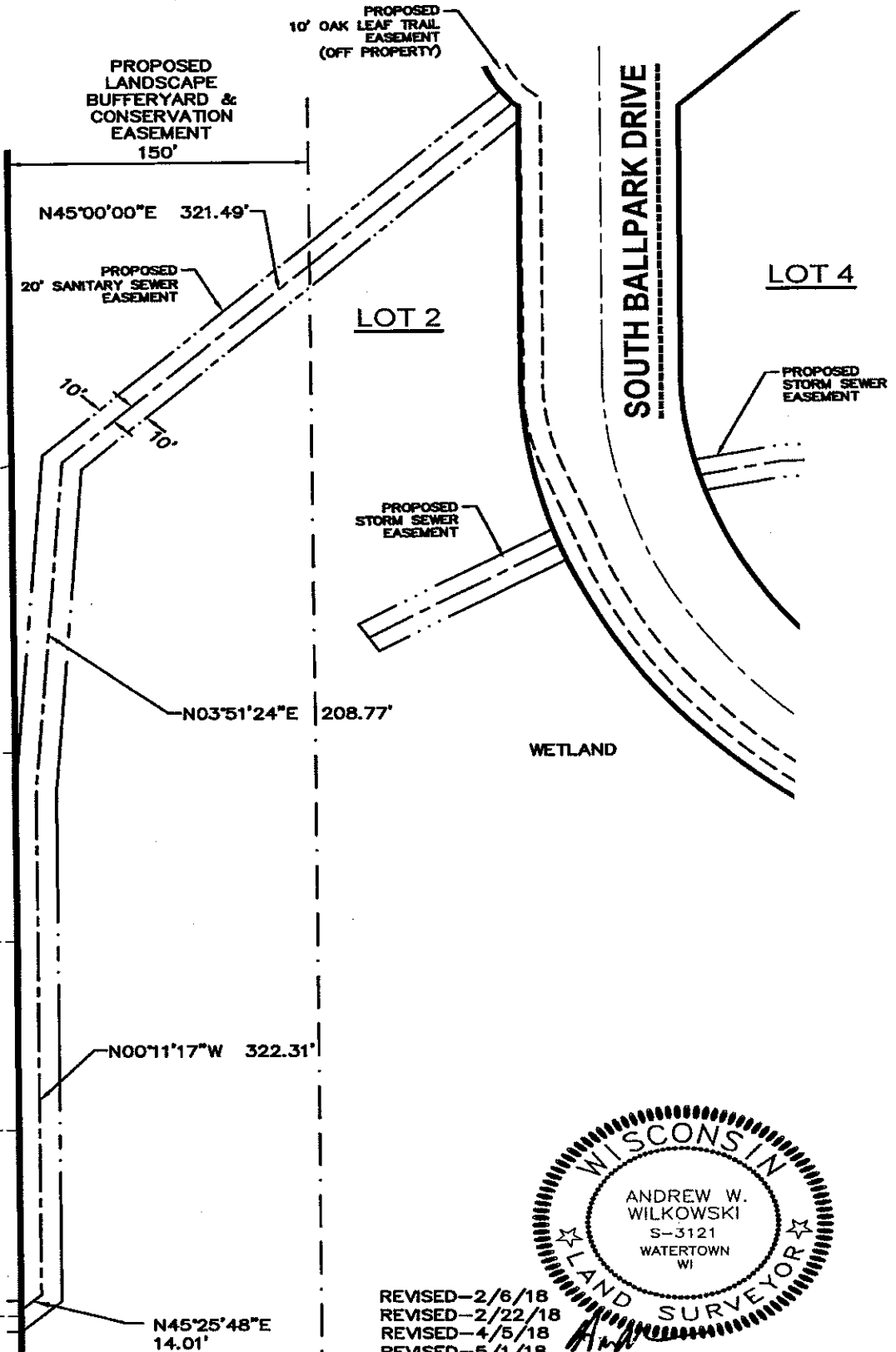
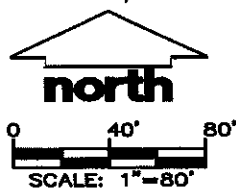


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CERTIFIED SURVEY MAP NO. 9042

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PROPOSED EASEMENT DETAILS



PREPARED BY:

JSD Professional Services, Inc.
 Engineers • Surveyors • Planners
 9230 N1810 BUSSE ROAD
 SUITE 100
 WILKESHA, WISCONSIN 53186
 PHONE: (262)613-0000

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 REVISED-2/22/18
 REVISED-4/5/18
 REVISED-5/1/18



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SHEET 8 OF 18

CERTIFIED SURVEY MAP NO. 9042

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PROPOSED EASEMENT DETAILS

PROPOSED
10' OAK LEAF TRAIL
EASEMENT
(OFF PROPERTY)

LOT 2

**SOUTH
BALLPARK DRIVE**

LOT 3

PROPOSED
STORM SEWER
EASEMENT

PROPOSED
WATERMAIN
EASEMENT

N46°22'22"E
168.20'

WETLANDS DELINEATED
BY JSD PROFESSIONAL
SERVICES, INC., ON
APRIL 24 & MAY 3,
2016 (DNR CONCURRENCE
JULY 7, 2016 & MAY 18,
2017)

N01°07'09"E
145.44'

WETLAND

LOT 4

N44°43'17"E
21.72'

N88°19'26"E
79.76'

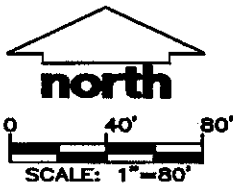
N78°15'10"E
42.29'

PROPOSED
STORM SEWER
EASEMENT

S58°27'56"W
111.74'

CONSERVATION
EASEMENT

OLD LOOMIS RD.



REVISED-2/6/18
REVISED-2/22/18
REVISED-4/5/18
REVISED-5/1/18

PREPARED BY:

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners
2230 N1610 BUSSE ROAD
SUITE 100
WALKEENIA, WISCONSIN 53188
PHONE: (262)613-0666

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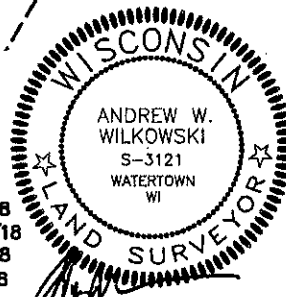
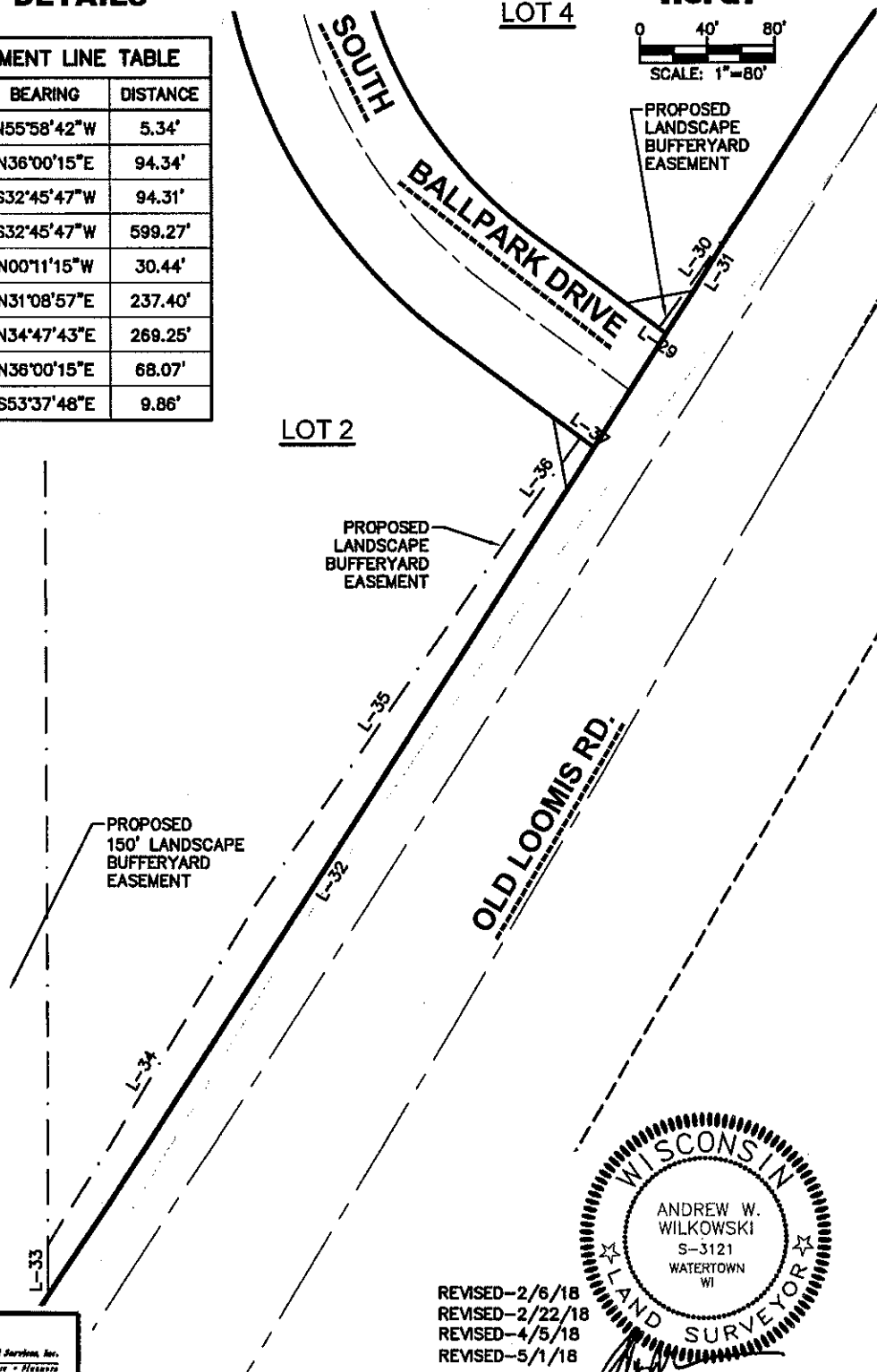
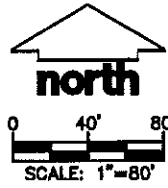
SHEET 9 OF 18

CERTIFIED SURVEY MAP NO. 9042

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

PROPOSED EASEMENT DETAILS

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L-29	N55°58'42"W	5.34'
L-30	N36°00'15"E	94.34'
L-31	S32°45'47"W	94.31'
L-32	S32°45'47"W	599.27'
L-33	N00°11'15"W	30.44'
L-34	N31°08'57"E	237.40'
L-35	N34°47'43"E	269.25'
L-36	N36°00'15"E	68.07'
L-37	S53°37'48"E	9.86'



REVISED-2/6/18
REVISED-2/22/18
REVISED-4/5/18
REVISED-5/1/18

PREPARED BY:
JSD Professional Services, Inc.
Kilgus • Ferguson • Hester
W230 N1010 BUSSE ROAD
SUITE 100
WALKESSA, WISCONSIN 53188
PHONE: (262)813-0886

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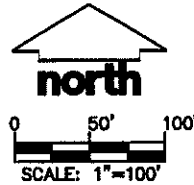
SHEET 10 OF 18

CERTIFIED SURVEY MAP NO. 9042

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WETLANDS DELINEATED
BY JSD PROFESSIONAL
SERVICES, INC., ON
APRIL 24 & MAY 3,
2016 (DNR CONCURRENCE
JULY 7, 2016 & MAY 18,
2017)

PROPOSED EASEMENT DETAILS

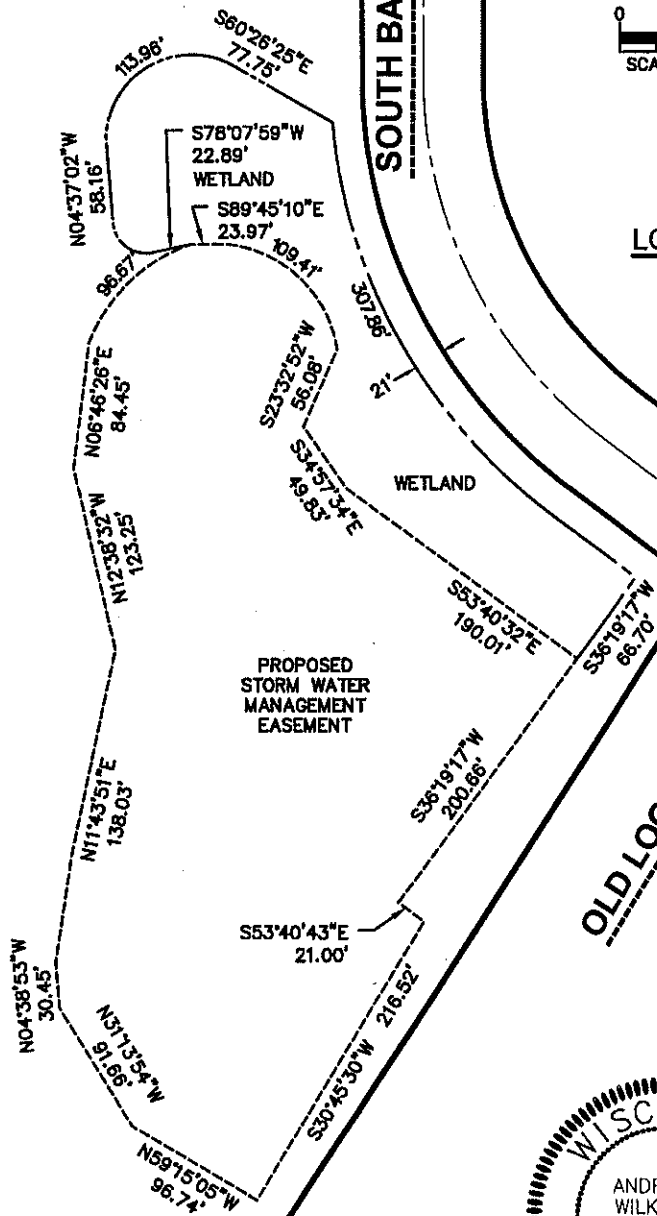


LOT 2

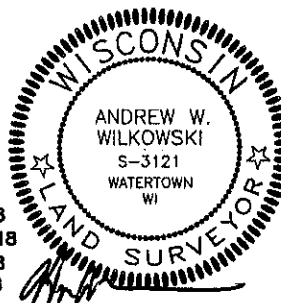
LOT 4

SOUTH BALLPARK DRIVE

OLD LOOMIS RD.



PROPOSED
STORM WATER
MANAGEMENT
EASEMENT



REVISED-2/6/18
REVISED-2/22/18
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SHEET 11 OF 18

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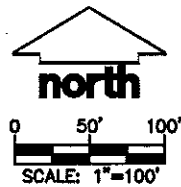
JSD Professional Services, Inc.
Engineers • Surveyors • Planners
W236 N1810 BUSSIE ROAD
SUITE 100
WALKESSHA, WISCONSIN 53186
PHONE: (262)813-0886

CERTIFIED SURVEY MAP NO. 9042

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PROPOSED EASEMENT DETAILS

W. RAWSON AVE.



PROPOSED
LANDSCAPE
BUFFERYARD &
CONSERVATION
EASEMENT

PROPOSED
20' SANITARY SEWER
EASEMENT

N00°50'12"W
162.70'

N43°09'24"E
195.53'

150'

PROPOSED
LANDSCAPE
BUFFER
EASEMENT

N80°00'00"E
109.94'

N44°44'57"E
57.81'

N89°44'57"E
106.30'

PROPOSED
20' WATERMAIN
EASEMENT

N44°07'52"E
242.14'

LOT 2

N00°04'30"W
119.55'

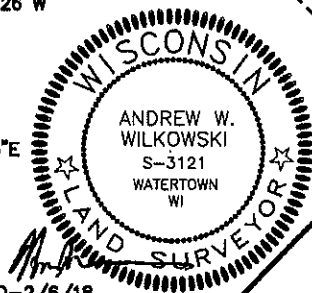
N89°55'30"E
209.08'

N41°48'25"E
22.20'

N00°49'26"W
87.76'

N44°55'15"E
204.15'

REVISED-2/6/18
REVISED-2/22/18
REVISED-4/5/18
REVISED-5/1/18



PROPOSED
20' WATERMAIN
EASEMENT

S45°00'45"E
216.36'

SOUTH BALLPARK DRIVE

PROPOSED
20' WATERMAIN
EASEMENT

LOT 3

S45°12'28"E
164.50'

LOT 4

S44°47'32"W
38.87'

PREPARED BY:
JSD Professional Services, Inc.
Engineers • Surveyors • Planners
W230 N1010 BLISS ROAD
SUITE 100
WALKESSHA, WISCONSIN 53196
PHONE: (262)613-0006

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SHEET 12 OF 18

CERTIFIED SURVEY MAP NO. 9042

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

W. RAWSON AVE.

PROPOSED EASEMENT DETAILS



0 100' 200'
SCALE: 1"=200'

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L-7	N53°39'14"W	36.21'
L-8	S62°03'40"W	39.59'
L-9	S82°58'08"W	50.61'
L-10	N63°30'26"W	78.07'
L-11	N00°00'00"E	96.28'
L-12	N44°12'22"E	65.86'
L-13	S52°10'40"E	38.09'
L-14	S45°12'03"E	50.44'
L-15	S53°03'05"E	41.94'
L-16	S08°00'12"E	70.15'

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L-17	N54°48'13"W	53.30'
L-18	S79°15'59"W	26.84'
L-19	N48°11'11"W	55.22'
L-20	N03°00'01"E	26.96'
L-21	N44°50'37"E	40.27'
L-22	N63°43'03"E	25.08'
L-23	N80°47'35"E	25.83'
L-24	S88°45'22"E	32.21'
L-25	S55°55'09"E	13.46'
L-26	S10°25'13"E	15.11'
L-27	S23°09'09"W	43.75'
L-28	S44°57'50"W	55.40'

WETLANDS DELINEATED
BY JSD PROFESSIONAL
SERVICES, INC., ON
APRIL 24 & MAY 3,
2016 (DNR CONCURRENCE
JULY 7, 2016 & MAY 18,
2017)

LOT 1

LOT 2

LOT 3

LOT 4

SOUTH BALLPARK DRIVE

OLD LOOMIS ROAD

PROPOSED
CONSERVATION
EASEMENT

PROPOSED
CONSERVATION
EASEMENT

PROPOSED
CONSERVATION
EASEMENT

ARC=432.24'
RAD=382.31'
CH.BRG.=S19°44'47"E
CH.L.=409.58'
D=084°46'41"

S89°07'57"E
41.37'

S59°13'27"E
74.26'

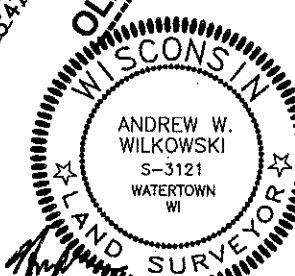
S00°11'15"E 950.95'

150'

N00°11'15"W 2168.90'

875.05'

N32°45'47"E 1145.99'



REVISED-2/6/18
REVISED-2/22/18
REVISED-4/5/18
REVISED-5/1/18

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 13 OF 18

PREPARED BY:

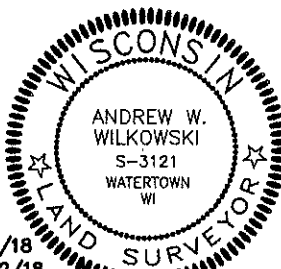
JSD Professional Services, Inc.
Engineers • Surveyors • Planners
10230 WISCONSIN BLVD
SUITE 100
MILWAUKEE, WISCONSIN 53110
PHONE: (262) 613-0888

CERTIFIED SURVEY MAP NO. 9042

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LEGEND

△	CONTROL POINT	————	PLAT BOUNDARY
⊙	FINISHED FLOOR SHOT LOCATION	CHORD LINE
SB ⊙	SOIL BORING	---	CENTERLINE
⊕	MONITORING WELL	- - - -	RIGHT-OF-WAY LINE
⊕	SIGNAL GAUGE	- . . -	SETBACK LINE
⊕	TEST PIT	-----	SECTION LINE
•	BOLLARD	-----	PLATTED LOT LINE
□	MAIL BOX	- . . -	EASEMENT LINE
⊙	POST	-----	LANDSCAPE LIMITS
⊕	SIGN	-x-x-	FENCE LINE
⊕	SANITARY MANHOLE	=====	STONE WALL
⊕	CLEAN OUT	=====	EDGE OF PAVEMENT
⊕	VENT PIPE	=====	CONCRETE CURB & GUTTER
⊕	WATERMAIN OR GASMAIN VALVE	---	EDGE OF GRAVEL
⊕	WATER MANHOLE	-SAN-	SANITARY SEWER
⊕	HYDRANT	-W-	WATER LINE
⊕	WATER VALVE	-ST-	STORM SEWER
⊕	CURB STOP/SERVICE VALVE	-STM-	STEAM LINE
⊕	SIAMESE CONNECTOR	-G-	NATURAL GAS
⊕	SPRINKLER VALVE BOX	-OH-	OVERHEAD LINE
⊕	SPRINKLER HEAD	-E-	UNDERGROUND ELECTRIC
⊕	WELL	-FD-	FIBER OPTIC
⊕	STORM MANHOLE	-OT-	OVERHEAD TELEPHONE
⊕	ROUND CASTED INLET	-T-	UNDERGROUND TELEPHONE
⊕	SQUARE CASTED INLET	-OC-	OVERHEAD CABLE
⊕	CURB INLET	-CaTV-	UNDERGROUND CABLE
⊕	GAS REGULATOR/METER	~~~~~	EDGE OF WOODS OR BRUSH
⊕	GAS VALVE	////	BUILDING
⊕	MANHOLE - UNVERIFIED TYPE	---	WALL LINE
⊕	ELECTRIC MANHOLE (MGE)	- - -	NAVIGABLE STREAM
⊕	ELECTRIC MANHOLE	- . . -	EDGE OF WATER
⊕	ELECTRIC PEDESTAL	- - -	DITCH LINE
⊕	ELECTRIC METER	-----	DELINEATED WETLANDS
⊕	ELECTRIC TRANSFORMER	=====	BITUMINOUS PAVEMENT
⊕	AIR CONDITION UNIT	=====	CONCRETE PAVEMENT
⊕	LIGHT POLE	////	BUILDING
⊕	POWER POLE W/GUY	---	EDGE OF BITUMINOUS
⊕	YARD LIGHT	---	PAVEMENT STRIPING
⊕	TRAFFIC SIGNAL	()	DENOTES RECORD DATA DEPICTING THE SAME LINE ON THE GROUND AS RETRACED BY THIS SURVEY
⊕	PULL BOX		
⊕	SIGNAL CONTROLLER BOX		
⊕	VAULT		
⊕	TELEPHONE MANHOLE		
⊕	TELEPHONE PEDESTAL		
⊕	CABLE MANHOLE		
⊕	CABLE PEDESTAL		



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REVISED-2/22/18
REVISED-4/5/18
REVISED-5/1/18

PREPARED BY:

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Engineers • Surveyors • Planners
42200 N1810 BUSSE ROAD
SUITE 100
WALKESSA, WISCONSIN 53190
PHONE: (262) 813-0808

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 14 OF 18

CERTIFIED SURVEY MAP NO. 9042

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LEGAL DESCRIPTION

BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE S00°14'02"E ALONG THE WEST LINE OF SAID 1/4 SECTION 75.02 FEET TO A POINT ON THE SOUTH LINE OF WEST RAWSON AVENUE, BEING THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE N88°42'47"E AND PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 458.18 FEET TO A POINT ON THE WEST LINE OF OLD LOOMIS ROAD; THENCE S01°11'11"E ALONG SAID WEST LINE 436.22 FEET; THENCE SOUTHWESTERLY 217.17 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 325.10 FEET AND WHOSE CHORD BEARS S17°34'48"W 213.15 FEET; THENCE S36°20'46"W 736.57 FEET; THENCE S32°45'47"W 1145.99 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE N00°11'15"W ALONG SAID WEST LINE 2168.90 FEET TO A POINT ON THE SOUTH LINE OF SAID RAWSON AVE.; THENCE N88°31'09"E ALONG SAID SOUTH LINE AND PARALLEL WITH THE NORTH LINE OF SAID 1/4 SECTION 661.31 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,500,107 SQUARE FEET OR 34.4377 ACRES.

SURVEYOR'S CERTIFICATE

I, ANDREW W. WILKOWSKI, PROFESSIONAL LAND SURVEYOR S-3121, DO HEREBY CERTIFY THAT BY DIRECTION OF ZIM-MAR PROPERTIES, LLC I HAVE SURVEYED, DIVIDED, MAPPED AND DEDICATED THE LANDS DESCRIBED HEREON AND THAT THE MAP IS A CORRECT REPRESENTATION IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

ANDREW W. WILKOWSKI S-3121
PROFESSIONAL LAND SURVEYOR

JANUARY 23, 2018
DATE



REVISED-2/6/18
REVISED-2/22/18
REVISED-4/5/18
REVISED-5/1/18

PREPARED BY:

JSD Professional Services, Inc.
Engineers • Surveyors • Planners
12350 N1610 BUSSE ROAD
SUITE 100
MILWAUKEE, WISCONSIN 53186
PHONE: (262)913-0886

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 15 OF 18

CERTIFIED SURVEY MAP NO. 9042

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE

ZIM-MAR PROPERTIES, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY HAS CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON. SAID COMPANY FURTHER CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.34, WISCONSIN STATUTES TO BE SUBMITTED TO THE CITY OF FRANKLIN FOR APPROVAL.

IN WITNESS WHEREOF, THE SAID ZIM-MAR PROPERTIES, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS REPRESENTATIVES THIS 18th DAY OF May, 2018.

ZIM-MAR PROPERTIES, LLC

BY:

Michael E. Zimmerman
MICHAEL E. ZIMMERMAN, CO-MANAGER

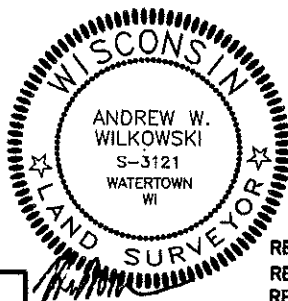
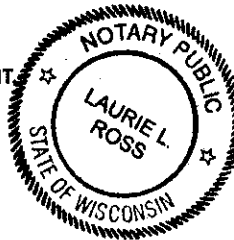
Gregory D. Marsó
GREGORY D. MARSO, CO-MANAGER

STATE OF WISCONSIN) SS
MILWAUKEE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS 18th DAY OF May, 2018,
THE ABOVE NAMED REPRESENTATIVES OF THE ABOVE NAMED ZIM-MAR PROPERTIES,
LLC, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT,
AND ACKNOWLEDGED THE SAME.

Laurie L. Ross
NOTARY PUBLIC, MILWAUKEE COUNTY, WISCONSIN

9/20/19
MY COMMISSION EXPIRES



REVISED-2/6/18
REVISED-2/22/18
REVISED-4/5/18
REVISED-5/1/18

PREPARED BY:

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners
W238 N1810 BURGE ROAD
SUITE 100
WALKEEN, WISCONSIN 53186
PHONE: (262)613-0066

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 16 OF 18

CERTIFIED SURVEY MAP NO. 9042

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE

NATIONAL EXCHANGE BANK AND TRUST, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE LANDS DESCRIBED HEREON, HEREBY CONSENTS TO THE SURVEYING, DIVIDING, MAPPING, DEDICATION AND RESTRICTING OF THE LANDS DESCRIBED IN THE AFFIDAVIT OF ANDREW W. WILKOWSKI, WISCONSIN PROFESSIONAL LAND SURVEYOR, S-3121, AND DO HEREBY CONSENT TO THE ABOVE CERTIFICATE OF ZIM-MAR PROPERTIES, LLC.

WITNESS THE HAND AND SEAL OF NATIONAL EXCHANGE BANK, MORTGAGEE, THIS 17th DAY OF May, 2018.

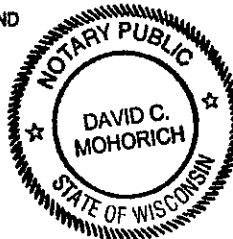
Richard S. Hensley
RICHARD S. HENSLEY, PRESIDENT-S.E. WISCONSIN

STATE OF WI) SS
Waukesha COUNTY) SS

PERSONALLY CAME BEFORE ME THIS 17th DAY OF May, 2018, THE ABOVE NAMED REPRESENTATIVES OF THE ABOVE NATIONAL EXCHANGE BANK AND TRUST, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

David C. Mohorich
NOTARY PUBLIC, David C. Mohorich

11-11-18
MY COMMISSION EXPIRES



CONSENT OF CORPORATE MORTGAGEE

CITY OF FRANKLIN, WISCONSIN, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE LANDS DESCRIBED HEREON, HEREBY CONSENTS TO THE SURVEYING, DIVIDING, MAPPING, DEDICATION AND RESTRICTING OF THE LANDS DESCRIBED IN THE AFFIDAVIT OF ANDREW W. WILKOWSKI, WISCONSIN PROFESSIONAL LAND SURVEYOR, S-3121, AND DO HEREBY CONSENT TO THE ABOVE CERTIFICATE OF ZIM-MAR PROPERTIES, LLC.

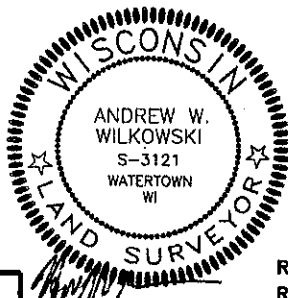
WITNESS THE HAND AND SEAL OF CITY OF FRANKLIN, WISCONSIN, MORTGAGEE, THIS ____ DAY OF _____, 2018.

STATE OF WISCONSIN) SS
MILWAUKEE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 2018, THE ABOVE NAMED REPRESENTATIVE OF THE ABOVE CITY OF FRANKLIN, WISCONSIN, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____

MY COMMISSION EXPIRES



REVISED-2/6/18
REVISED-2/22/18
REVISED-4/5/18
REVISED-5/1/18

PREPARED BY:
JSD Professional Services, Inc.
Engineers • Surveyors • Planners
2220 N1610 BUSSE ROAD
SUITE 100
WILKESHA, WISCONSIN 53180
PHONE: (262) 913-0886

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 17 OF 18

CERTIFIED SURVEY MAP NO. 9042

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

THIS CERTIFIED SURVEY MAP AND ITS ROAD DEDICATION IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF FRANKLIN, ON THIS 1st DAY OF may, 2018.

BY: Stephen Olson
STEPHEN OLSON, MAYOR

DATE: 5/29/18

BY: Sandra L. Wesolowski
SANDRA L. WESOLOWSKI, CITY CLERK

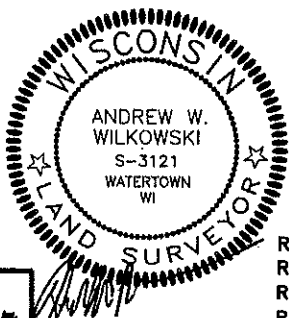
DATE: 5-29-18

CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BEARING
C1	171.53'	260.00'	89.02	37°48'00"	168.44'	S26°06'00"W
C2	97.59'	60.00'	63.44	93°11'23"	87.18'	S01°35'41"E
C3	318.25'	340.00'	171.86	53°37'48"	306.76'	S26°48'54"E
C4	243.37'	260.00'	131.42	53°37'48"	234.58'	N26°48'54"W
C5	224.31'	340.00'	116.41	37°48'00"	220.26'	N26°06'00"E

LINE TABLE

LINE	BEARING	DISTANCE
L-1	S07°12'00"W	47.01'
L-2	N45°00'00"W	20.00'
L-3	S53°37'48"E	104.31'
L-4	N53°37'48"W	99.27'
L-5	N45°00'00"W	20.00'
L-6	N07°12'00"E	58.95'



REVISED-2/8/18
REVISED-2/22/18
REVISED-4/5/18
REVISED-5/1/18

DOC. # 10785127

RECORDED:
06/14/2018 08:29 AM
JOHN LA FAVE
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00

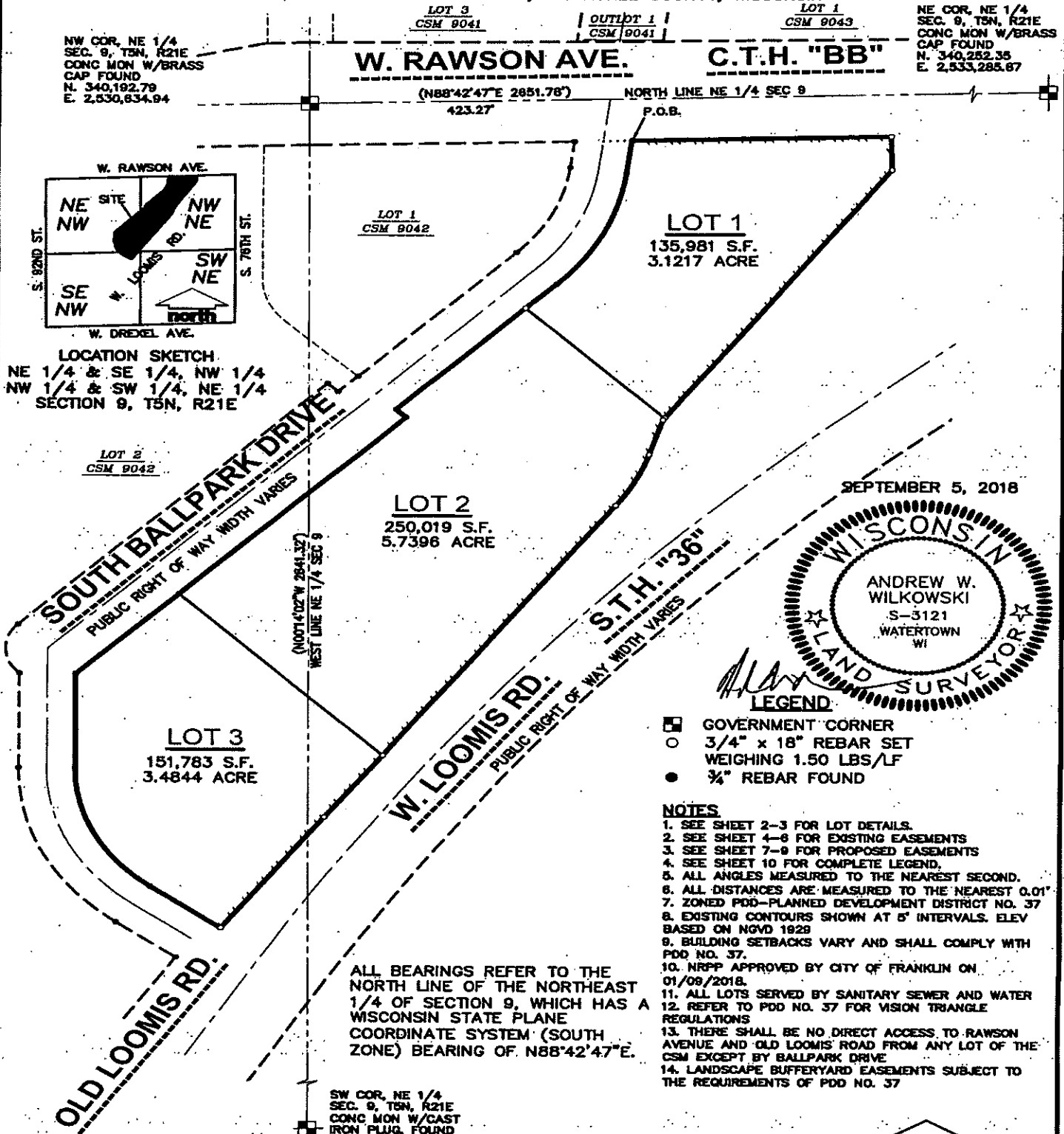
PREPARED BY:
JSD Professional Services, Inc.
Engineers • Surveyors • Planners
W238 N1610 BURGE ROAD
SUITE 100
WALKEEN, WISCONSIN 53188
PHONE: (262)613-0066

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 18 OF 18

CERTIFIED SURVEY MAP NO. 9078

LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 9042 AND LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

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JSD Professional Services, Inc.
Engineers • Surveyors • Planners
W258 N1810 BUSSE ROAD
SUITE 100
WALWESHA, WISCONSIN 53189
PHONE (262)613-0558

OWNER & SUBDIVIDER:

ZIM-MAR PROPERTIES, LLC
510 WEST KILBOURN AVE.
MILWAUKEE, WI 53202

PROJECT NO:

14-6548

FILE NO:

B-*

FIELDBOOK/PQ:

-

SHEET NO:

1 OF 13

SURVEYED BY:

JSD, INC

DRAWN BY:

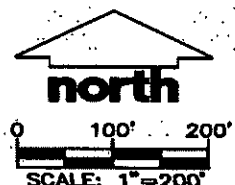
DHS

CHECKED BY:

AWW

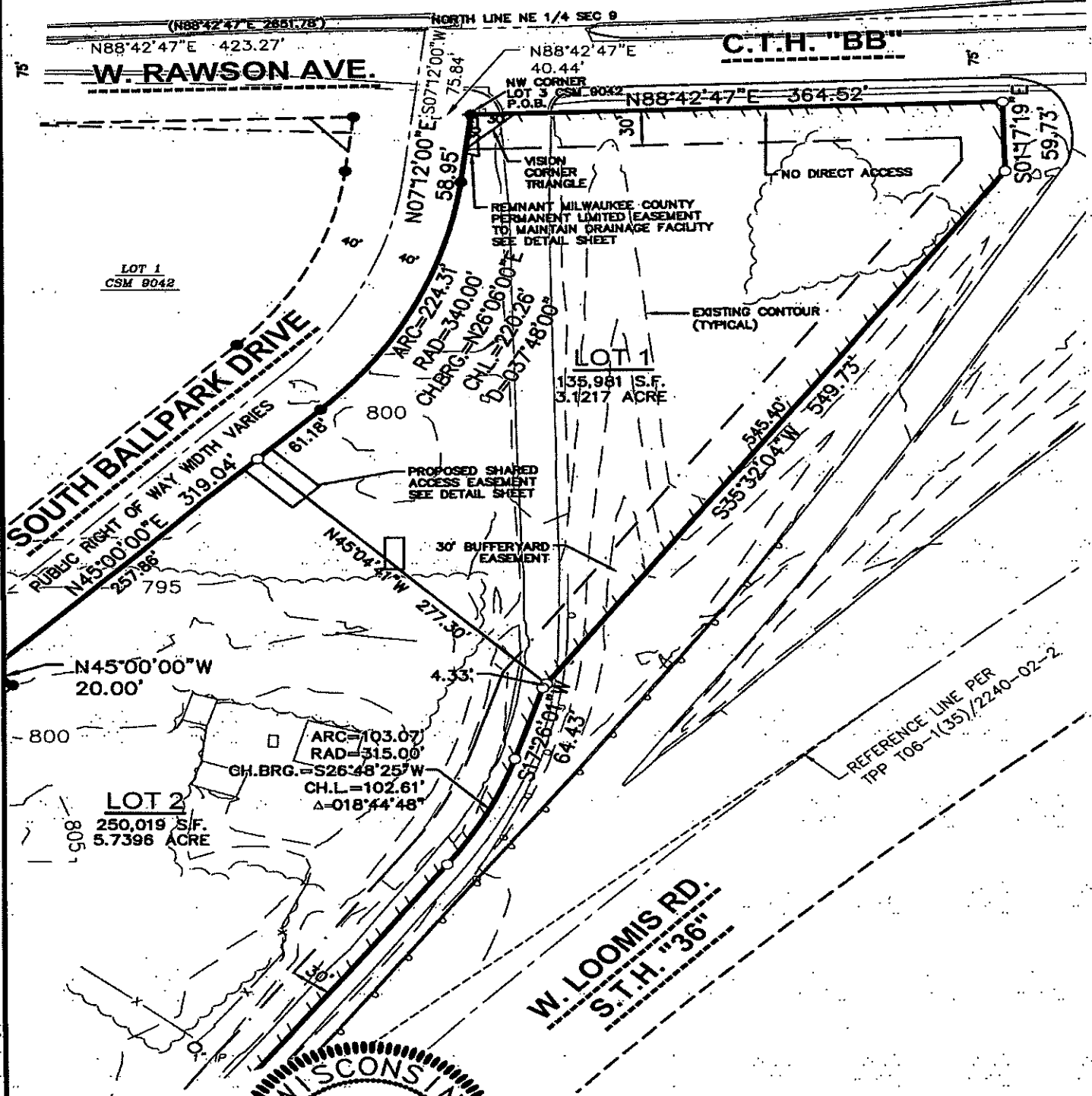
APPROVED BY:

JJJ



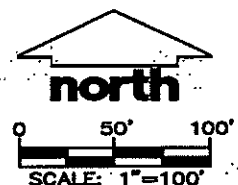
CERTIFIED SURVEY MAP NO. 9078

LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 9042 AND LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



SEPTEMBER 5, 2018

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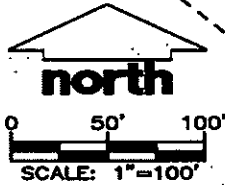
SHEET 2 OF 13

PREPARED BY:

JSD Professional Services, Inc.
Engineers • Surveyors • Planners
12318 N1610 BUSSE ROAD
SUITE 100
WALKESHA, WISCONSIN 53188
PHONE: (262)613-0000

CERTIFIED SURVEY MAP NO. 9078

LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 9042 AND LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



SOUTH BALLPARK DRIVE
PUBLIC RIGHT-OF-WAY WIDTH VARIES
N45°00'00"E 651.76'

LOT 2
250,019 S.F.
5.7396 ACRE

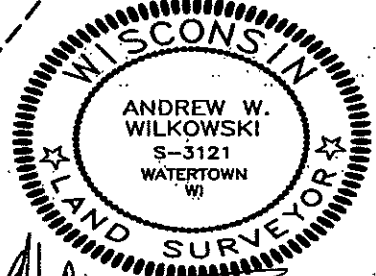
LOT 3
151,783 S.F.
3.4844 ACRE

WETLAND

W. LOOMIS RD.
S.T.H. "36"

OLD LOOMIS RD.

SEPTEMBER 5, 2018



PREPARED BY:
JSD Professional Services, Inc.
Engineers • Surveyors • Planners
W238 N1610 BUSSE ROAD
SUITE 100
WALWESHA, WISCONSIN 53188
PHONE: (262)813-0500

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

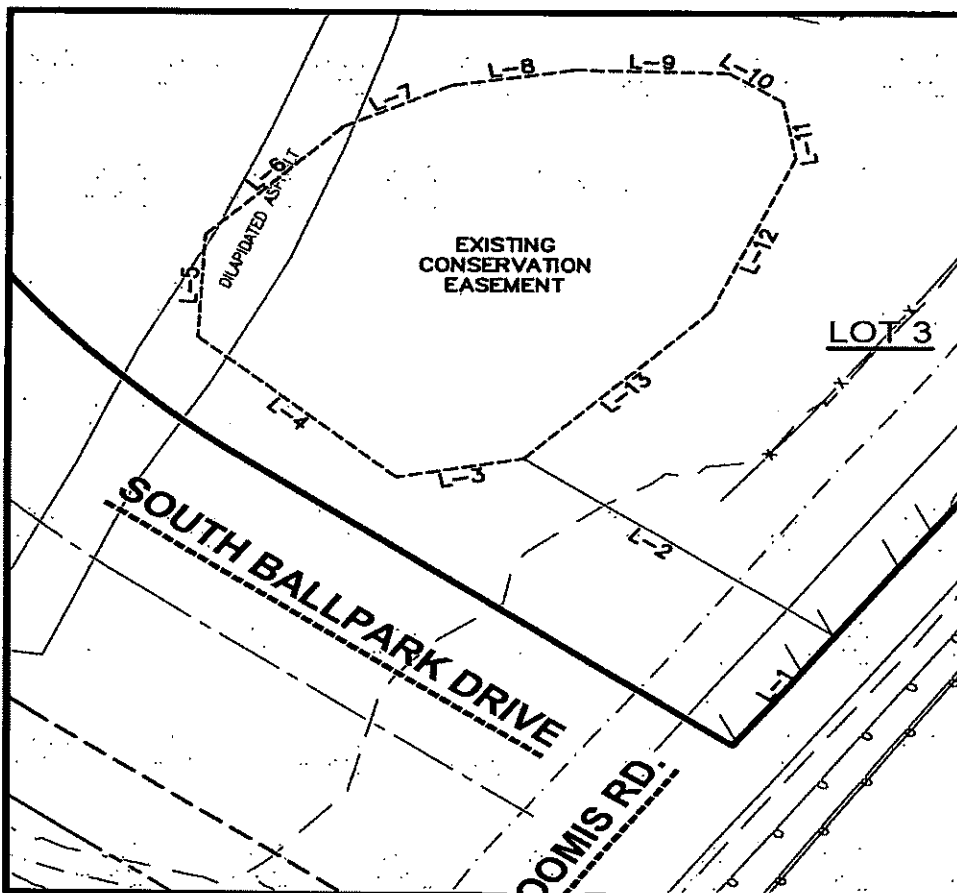
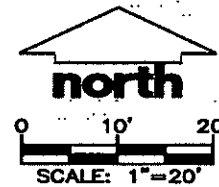
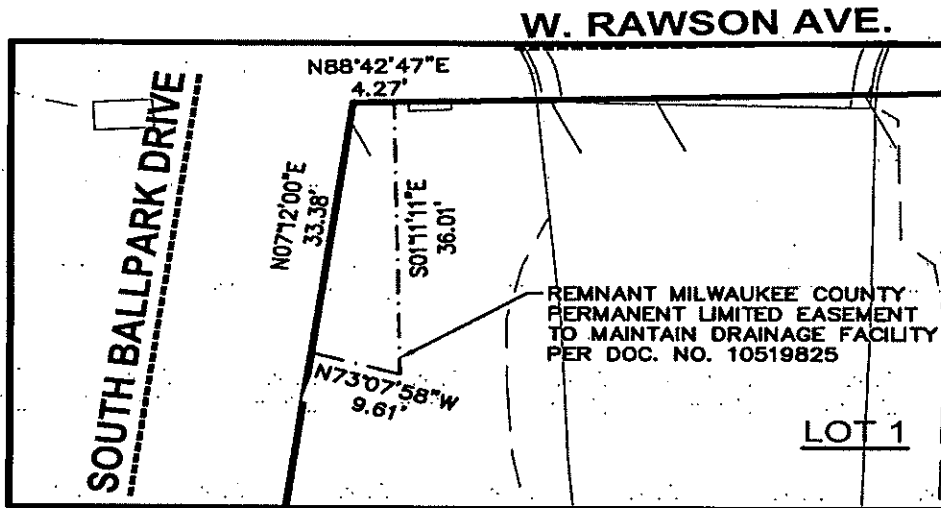
SHEET 3 OF 13

File: R:\2018\1405548 Ballpark Commons.dwg 1405548 CSW LOT 3 SOUTH.dwg Layout: SHEET 3 User: awilkowski Plotted: Sep 19, 2018 - 7:44am

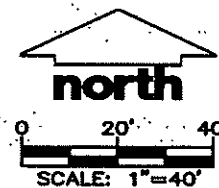
CERTIFIED SURVEY MAP NO. 9078

LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 9042 AND LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

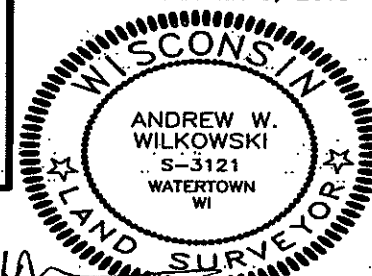
EXISTING EASEMENT DETAILS



WETLANDS DELINEATED BY
JSD PROFESSIONAL
SERVICES, INC., ON APRIL
24 & MAY 3, 2016 (DNR
CONCURRENCE JULY 7, 2016
& MAY 18, 2017)



SEPTEMBER 5, 2018



PREPARED BY:

JSD Professional Services, Inc.
Engineers • Surveyors • Planners
W238 N1810 BUSSE ROAD
SUITE 100
WALPOLESA, WISCONSIN 53188
PHONE: (262)613-0666

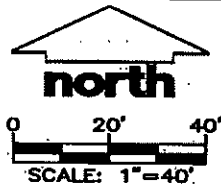
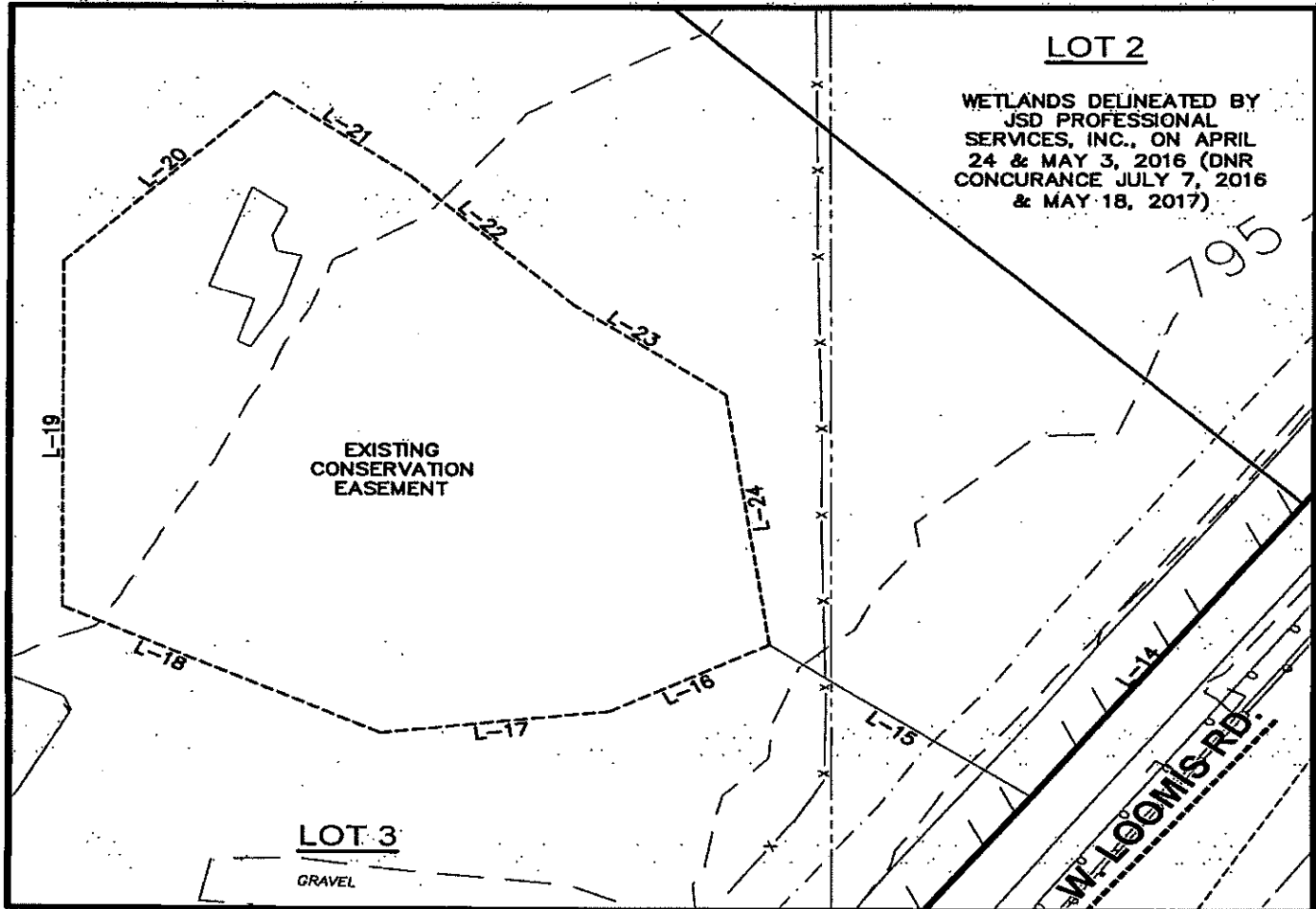
THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 4 OF 13

CERTIFIED SURVEY MAP NO. 9078

LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 9042 AND LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

EXISTING EASEMENT DETAILS



SEPTEMBER 5, 2018

PREPARED BY:

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners
W236 N1810 BUSSE ROAD
SUITE 100
WALKESHA, WISCONSIN 53188
PHONE: (262) 613-0000

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L-1	N36°00'15"E	35.99'
L-2	N54°32'03"W	79.99'
L-3	S79°15'59"W	26.84'
L-4	N48°11'11"W	55.22'
L-5	N03°00'01"E	26.96'
L-6	N44°50'37"E	40.27'
L-7	N63°43'03"E	25.08'
L-8	N80°47'35"E	25.83'
L-9	S88°45'22"E	32.21'
L-10	S55°55'09"E	13.46'
L-11	S10°25'13"E	15.11'
L-12	S23°09'09"W	43.75'

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L-13	S44°57'50"W	55.40'
L-14	S36°10'49"W	101.14'
L-15	N53°44'07"W	71.23'
L-16	S62°03'40"W	39.59'
L-17	S82°58'08"W	50.61'
L-18	N63°30'26"W	78.07'
L-19	N00°00'00"E	96.28'
L-20	N44°12'22"E	65.86'
L-21	S52°10'40"E	38.09'
L-22	S45°12'03"E	50.44'
L-23	S53°03'05"E	41.94'
L-24	S08°00'12"E	70.15'

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 5 OF 13

CERTIFIED SURVEY MAP NO. 9078

LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 8042 AND LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

EXISTING EASEMENT DETAILS

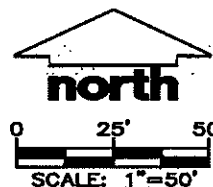
SOUTH BALLPARK DRIVE

WIRE FENCE

LOT 2

LOT 3

EXISTING
STORM SEWER
EASEMENT



EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L-25	N78°15'10"E	42.29'
L-26	N88°19'26"E	79.76'
L-27	N44°43'17"E	21.72'
L-28	N01°07'09"E	145.44'
L-29	N46°22'22"E	168.20'

L=67.97' R=260.00'
D=14°58'45"

L-25

L-26

L-28

L-27

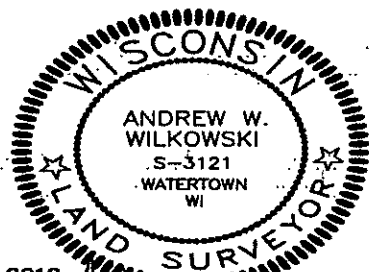
SPHALT

PREPARED BY:

JSD Professional Services, Inc.
Engineers • Surveyors • Planners
W238 N1610 BUSSE ROAD
SUITE 100
WAUKESHA, WISCONSIN 53188
PHONE: (262)613-0886

SEPTEMBER 5, 2018

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121



SHEET 6 OF 13

CERTIFIED SURVEY MAP NO. 9078

LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 9042 AND LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

PROPOSED EASEMENT DETAILS

W. RAWSON AVE.

search

PROPOSED 30' LANDSCAPE
BUFFERYARD EASEMENT

VISION
TRIANGLE
EASEMENT

LOT 1

PROPOSED
SHARED ACCESS
EASEMENT

PROPOSED
20' WATERMAIN
EASEMENT

LOT 2

PROPOSED
SHARED ACCESS
EASEMENT

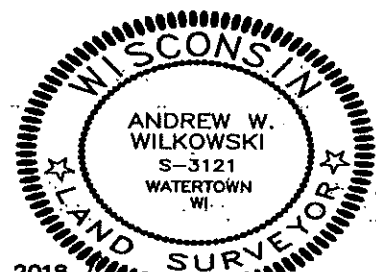
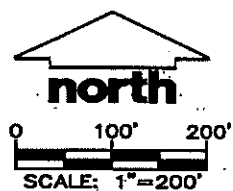
LOT 3

VISION
TRIANGLE
EASEMENT

PROPOSED 30' LANDSCAPE
BUFFERYARD EASEMENT

W. LOOMIS RD.

OLD LOOMIS RD.



SEPTEMBER 5, 2018

PREPARED BY:

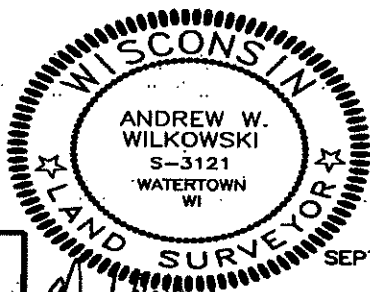
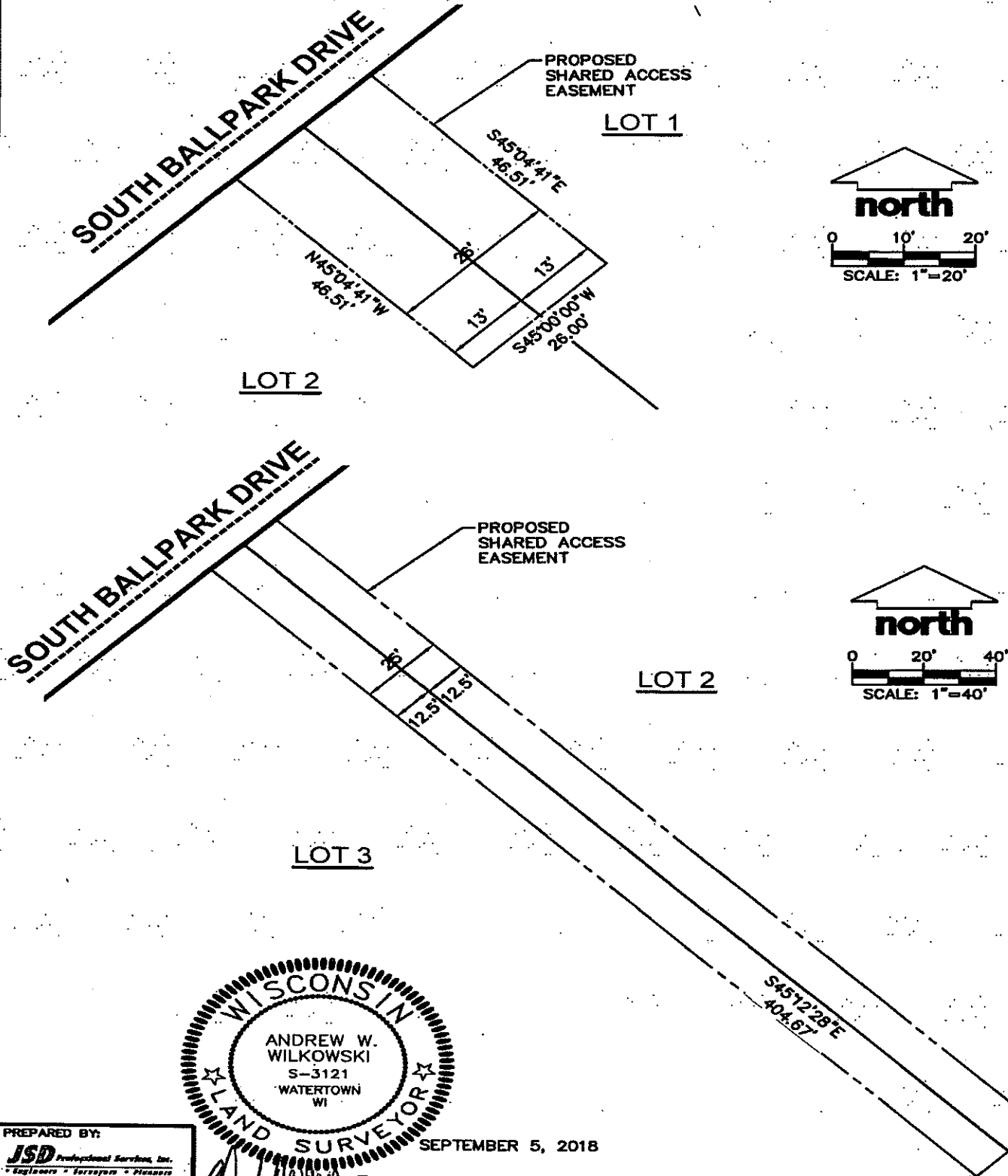
JSD Professional Services, Inc.
• Engineers • Surveyors • Planners
W238 N1810 BUSSE ROAD
SUITE 100
WALKESSHA, WISCONSIN 53188
PHONE: (262)613-0906

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121 SHEET 7 OF 13

CERTIFIED SURVEY MAP NO. 9078

LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 9042 AND LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

PROPOSED EASEMENT DETAILS



PREPARED BY:

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners
W258 N1610 BUSSE ROAD
SUITE 100
WALPOESHA, WISCONSIN 53188
PHONE: (262) 813-0666

SEPTEMBER 5, 2018

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 8 OF 13

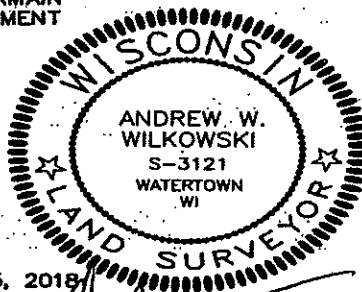
CERTIFIED SURVEY MAP NO. 9078

LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 9042 AND LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

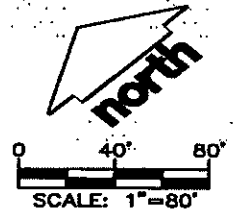
PROPOSED EASEMENT DETAILS

LOT 1

PROPOSED WATERMAIN EASEMENT



SEPTEMBER 5, 2018



EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L-30	S45°04'41"E	248.41'
L-31	S00°24'03"E	79.26'
L-32	S17°26'01"W	5.96'
L-33	S29°41'15"W	44.90'
L-34	S44°52'25"W	184.53'
L-35	S31°22'46"W	147.48'
L-36	S39°43'02"W	212.53'
L-37	S89°18'35"W	72.75'
L-38	N45°12'28"W	303.35'
L-39	S31°22'46"W	116.55'
L-40	S31°22'46"W	30.93'
L-41	N55°14'03"W	22.16'
L-42	S44°47'32"W	38.87'
L-43	N45°12'28"W	138.85'
L-44	N45°12'28"W	164.50'

LOT 2

W. LOOMIS RD.

PROPOSED WATERMAIN EASEMENT

LOT 3

SOUTH BALLPARK DRIVE

PREPARED BY:

JSD Professional Services, Inc.
 Engineers • Surveyors • Planners
 2230 N1610 BUSSE ROAD
 SUITE 100
 WAUKESHA, WISCONSIN 53188
 PHONE: (262)613-0800

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

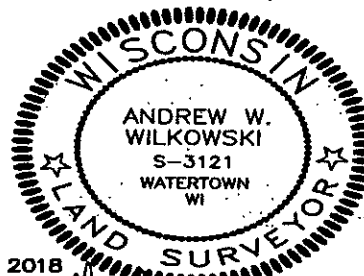
SHEET 9 OF 13

CERTIFIED SURVEY MAP NO. 9078

LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 9042 AND LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LEGEND

	CONTROL POINT		PLAT BOUNDARY
	FINISHED FLOOR SHOT LOCATION		CHORD LINE
	SOIL BORING		CENTERLINE
	MONITORING WELL		RIGHT-OF-WAY LINE
	SIGNAL GAUGE		SETBACK LINE
	TEST PIT		SECTION LINE
	BOLLARD		PLATTED LOT LINE
	MAIL BOX		EASEMENT LINE
	POST		LANDSCAPE LIMITS
	SIGN		FENCE LINE
	SANITARY MANHOLE		STONE WALL
	CLEAN OUT		EDGE OF PAVEMENT
	VENT PIPE		CONCRETE CURB & GUTTER
	WATERMAIN OR GASMAIN VALVE		EDGE OF GRAVEL
	WATER MANHOLE		SANITARY SEWER
	HYDRANT		WATER LINE
	WATER VALVE		STORM SEWER
	CURB STOP/SERVICE VALVE		STEAM LINE
	SIAMESE CONNECTOR		NATURAL GAS
	SPRINKLER VALVE BOX		OVERHEAD LINE
	SPRINKLER HEAD		UNDERGROUND ELECTRIC
	WELL		FIBER OPTIC
	STORM MANHOLE		OVERHEAD TELEPHONE
	ROUND CASTED INLET		UNDERGROUND TELEPHONE
	SQUARE CASTED INLET		OVERHEAD CABLE
	CURB INLET		UNDERGROUND CABLE
	GAS REGULATOR/METER		EDGE OF WOODS OR BRUSH
	GAS VALVE		BUILDING
	MANHOLE - UNVERIFIED TYPE		WALL LINE
	ELECTRIC MANHOLE (MGE)		NAVIGABLE STREAM
	ELECTRIC MANHOLE		EDGE OF WATER
	ELECTRIC PEDESTAL		DITCH LINE
	ELECTRIC METER		DELINEATED WETLANDS
	ELECTRIC TRANSFORMER		BITUMINOUS PAVEMENT
	AIR CONDITION UNIT		CONCRETE PAVEMENT
	LIGHT POLE		BUILDING
	POWER POLE W/GUY		EDGE OF BITUMINOUS
	YARD LIGHT		PAVEMENT STRIPING
	TRAFFIC SIGNAL		() DENOTES RECORD DATA DEPICTING THE SAME LINE ON THE GROUND AS RETRACED BY THIS SURVEY
	PULL BOX		
	SIGNAL CONTROLLER BOX		
	VAULT		
	TELEPHONE MANHOLE		
	TELEPHONE PEDESTAL		
	CABLE MANHOLE		
	CABLE PEDESTAL		



SEPTEMBER 5, 2018

PREPARED BY:

JSD Professional Services, Inc.
 Engineers • Surveyors • Planners
 12230 N1810 BUSSE ROAD
 SUITE 100
 WILKESHA, WISCONSIN 53188
 PHONE: (262)613-0886

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 10 OF 13

CERTIFIED SURVEY MAP NO. 9078

LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 9042 AND LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LEGAL DESCRIPTION

A REDIVISION OF LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 9042, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3, BEING THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE N88°42'47"E ALONG THE SOUTH LINE OF WEST RAWSON AVENUE AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4 364.52 FEET; THENCE S01°17'19"E 59.73 FEET; THENCE S35°32'04"W 549.73 FEET; THENCE S17°26'01"W 64.43 FEET; THENCE SOUTHWESTERLY 103.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 315.00 FEET AND WHOSE CHORD BEARS S26°48'25"W 102.61 FEET; THENCE S36°10'49"W 689.08 FEET; THENCE S36°00'15"W 246.53 FEET TO A POINT ON THE EASTERLY LINE OF SOUTH BALLPARK DRIVE; THENCE N53°37'48"W ALONG SAID EASTERLY LINE 123.94 FEET; THENCE NORTHWESTERLY 243.37 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 260.00 FEET AND WHOSE CHORD BEARS N26°48'54"W 234.58 FEET; THENCE N00°00'00"E 167.81 FEET; THENCE N45°00'00"E 651.76 FEET; THENCE N45°00'00"W 20.00 FEET; THENCE N45°00'00"E 319.04 FEET; THENCE NORTHEASTERLY 224.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 340.00 FEET AND WHOSE CHORD BEARS N26°06'00"E 220.26 FEET; THENCE 07°12'00"E 58.95 FEET TO THE FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 537,783 SQUARE FEET OR 12.3457 ACRES.

SURVEYOR'S CERTIFICATE

I, ANDREW W. WILKOWSKI, PROFESSIONAL LAND SURVEYOR S-3121, DO HEREBY CERTIFY THAT BY DIRECTION OF ZIM-MAR PROPERTIES, LLC I HAVE SURVEYED, DIVIDED AND MAPPED THE LANDS DESCRIBED HEREON AND THAT THE MAP IS A CORRECT REPRESENTATION IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

ANDREW W. WILKOWSKI S-3121
PROFESSIONAL LAND SURVEYOR

SEPTEMBER 5, 2018
DATE



CORPORATE OWNER'S CERTIFICATE

ZIM-MAR PROPERTIES, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY HAS CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED HEREON. SAID COMPANY FURTHER CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.34, WISCONSIN STATUTES TO BE SUBMITTED TO THE CITY OF FRANKLIN FOR APPROVAL.

IN WITNESS WHEREOF, THE SAID ZIM-MAR PROPERTIES, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS REPRESENTATIVES THIS 19th DAY OF July, 2018.

ZIM-MAR PROPERTIES, LLC

BY: MICHAEL E. ZIMMERMAN, CO-MANAGER

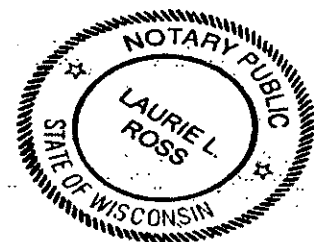
GREGORY D. MARSO, CO-MANAGER

STATE OF WISCONSIN) SS
MILWAUKEE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS 19th DAY OF July, 2018, THE ABOVE NAMED REPRESENTATIVES OF THE ABOVE NAMED ZIM-MAR PROPERTIES, LLC, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, MILWAUKEE COUNTY, WISCONSIN

9/20/19
MY COMMISSION EXPIRES



PREPARED BY:

JSD Professional Services, Inc.
Engineers • Surveyors • Planners
2238 W1810 BUSSE ROAD
SUITE 100
WILKESHA, WISCONSIN 53188
PHONE: (262)513-0888

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 11 OF 13

CERTIFIED SURVEY MAP NO. 9078

LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 9042 AND LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE

NATIONAL EXCHANGE BANK AND TRUST, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE LANDS DESCRIBED HEREON, HEREBY CONSENTS TO THE SURVEYING, DIVIDING, MAPPING AND RESTRICTING OF THE LANDS DESCRIBED IN THE AFFIDAVIT OF ANDREW W. WILKOWSKI, WISCONSIN PROFESSIONAL LAND SURVEYOR, S-3121, AND DO HEREBY CONSENT TO THE ABOVE CERTIFICATE OF ZIM-MAR PROPERTIES, LLC.

WITNESS THE HAND AND SEAL OF NATIONAL EXCHANGE BANK, MORTGAGEE, THIS 11 DAY OF OCTOBER, 2018.

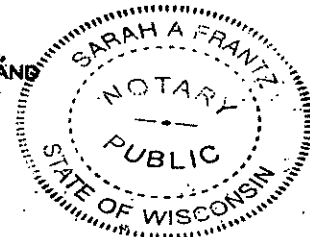
[Signature]
RICHARD S. HENSLEY, PRESIDENT-S.E. WISCONSIN

STATE OF Wisconsin SS
Waukesha COUNTY) SS

PERSONALLY CAME BEFORE ME THIS 11th DAY OF October, 2018, THE ABOVE NAMED REPRESENTATIVES OF THE ABOVE NATIONAL EXCHANGE BANK AND TRUST, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

[Signature]
NOTARY PUBLIC, Sarah A. Frantz

2/8/2021
MY COMMISSION EXPIRES



CONSENT OF CORPORATE MORTGAGEE

CITY OF FRANKLIN, WISCONSIN, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE LANDS DESCRIBED HEREON, HEREBY CONSENTS TO THE SURVEYING, DIVIDING, MAPPING, DEDICATION AND RESTRICTING OF THE LANDS DESCRIBED IN THE AFFIDAVIT OF ANDREW W. WILKOWSKI, WISCONSIN PROFESSIONAL LAND SURVEYOR, S-3121, AND DO HEREBY CONSENT TO THE ABOVE CERTIFICATE OF ZIM-MAR PROPERTIES, LLC.

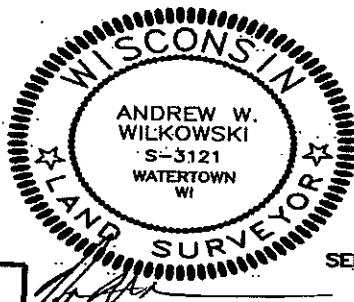
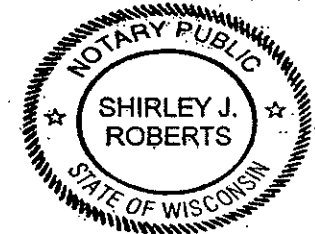
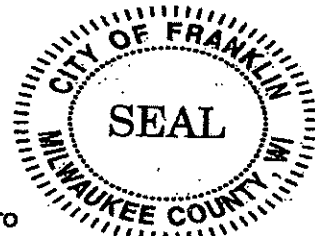
WITNESS THE HAND AND SEAL OF CITY OF FRANKLIN, WISCONSIN, MORTGAGEE, THIS 11th DAY OF OCTOBER, 2018.

[Signature]
STEPHEN R. OLSON, Mayor
ANDREW W. WILKOWSKI
SANDRA L. WESOLOWSKI, CITY CLERK

STATE OF WISCONSIN) SS
MILWAUKEE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS 11th DAY OF October, 2018, THE ABOVE NAMED REPRESENTATIVE OF THE ABOVE CITY OF FRANKLIN, WISCONSIN, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

[Signature]
NOTARY PUBLIC, Milwaukee County, WI 3-27-2020
MY COMMISSION EXPIRES



SEPTEMBER 5, 2018

PREPARED BY:

JSD Professional Services, Inc.
Engineers • Surveyors • Planners
9235 N1010 BUSSE ROAD
SUITE 100
WILKESHA, WISCONSIN 53189
PHONE: (262) 613-0586

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 12 OF 13

CERTIFIED SURVEY MAP NO. 9078

LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 9042 AND LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CITY OF FRANKLIN COMMON COUNCIL APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF FRANKLIN, ON THIS 18TH DAY OF SEPTEMBER, 2018.

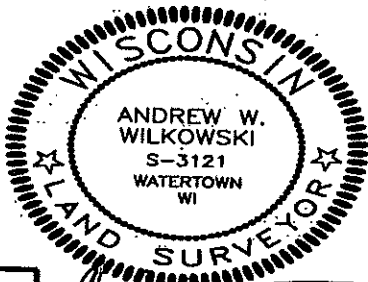
BY: Stephen Olson
STEPHEN OLSON, MAYOR

DATE: 10/9/18

BY: Sandra L. Wesolowski
SANDRA L. WESOLOWSKI, CITY CLERK

DATE: 10/09/2018

SEPTEMBER 5, 2018



DOC. # 10820171

RECORDED:

10/16/2018 11:27 AM

JOHN LA FAVE

REGISTER OF DEEDS

MILWAUKEE COUNTY, WI

AMOUNT: 30.00

PREPARED BY:

JSD Professional Services, Inc.
"Engineers • Surveyors • Planners"
W238 W1010 BRUSSE ROAD
SUITE 100
WALKEESHA, WISCONSIN 53188
PHONE: (262)613-0866

THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SHEET 13 OF 13

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2018-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE
A PARTIAL SATISFACTION AND RELEASE OF MORTGAGE UPON THE
SENIOR HOUSING DEVELOPMENT PROPERTY

(LOT 2 OF CERTIFIED SURVEY MAP NO. 9078 RECORDED IN THE OFFICE OF THE
REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN, ON OCTOBER 16,
2018 AS DOCUMENT NO. 10820171, TAX KEY NO.: 754-9007-000; SOUTH OF WEST
RAWSON AVENUE AND WEST OF WEST LOOMIS ROAD)
(BALLPARK COMMONS)

WHEREAS, the Senior Housing Development property of the Ballpark Commons Development project is in the process of a sale and purchase transaction and the ultimate financing thereof to proceed and provide for the Senior Housing Development; and

WHEREAS, the Common Council at its meeting on November 5, 2018 approved the First Amendment to Tax Incremental District No. 5 Development Agreement, which allows for the approval of the City mortgage partial satisfaction and release; and

WHEREAS, the Common Council having considered the release of the City mortgage from the subject portion of the Ballpark Commons development property and having determined it will assist in the overall development and the Senior Housing Development moving forward for the benefit of the community and the interest of the public.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Partial Satisfaction and Release of Mortgage upon the Senior Housing Development Property (Lot 2 of Certified Survey Map No. 9078 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on October 16, 2018 as Document No. 10820171, Tax Key No.: 754-9007-000; south of West Rawson Avenue and west of West Loomis Road) (Ballpark Commons), in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to execute and deliver the Partial Satisfaction and Release of Mortgage.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of the Partial Satisfaction and Release of Mortgage 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 _____, 2018.

RESOLUTION NO. 2018-_____

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2018.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

**PARTIAL SATISFACTION AND RELEASE OF
MORTGAGE**

Document Number

Document Name

The undersigned certifies that THE CITY OF FRANKLIN, a Wisconsin municipal corporation
is the present owner of a Mortgage executed by Zim-Mar Properties, LLC,
a Wisconsin limited liability company
to secure payment of up to \$8,783,500.00, dated February 17, 2018
recorded on March 5, 2018, in the Office of the Register of Deeds
for Milwaukee County, Wisconsin, in (Vol.) _____
of Records, at (Page) _____, as Document No. 10756660
and further certifies that the undersigned has a right to release the same, and hereby
releases from the lien of the above-described Mortgage the following described real
estate located in said county ("Property") (if more space is needed, please attach
addendum):

See **Exhibit A** attached hereto, which is hereby incorporated herein.

The undersigned retains a lien on the balance of the real estate (not heretofore
released) described in said Mortgage.

Recording Area

Name and Return Address

Foley & Lardner LLP

Attn: Matthew K. Impola

777 East Wisconsin Avenue

Milwaukee, Wisconsin 53202

See Exhibit A

Parcel Identification Number (PIN)

Dated as of the _____ day of _____, 2018.

Attest:

By: _____
City Clerk

CITY OF FRANKLIN,
a Wisconsin municipal corporation

By: _____
Name: _____
Title: Mayor

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(if not, _____)

authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT DRAFTED BY:

Matthew K. Impola of Foley & Lardner LLP

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.

MILWAUKEE COUNTY)

Personally came before me on _____
the above-named _____

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* _____

Notary Public, State of Wisconsin

My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

* Type name below signatures.

EXHIBIT A

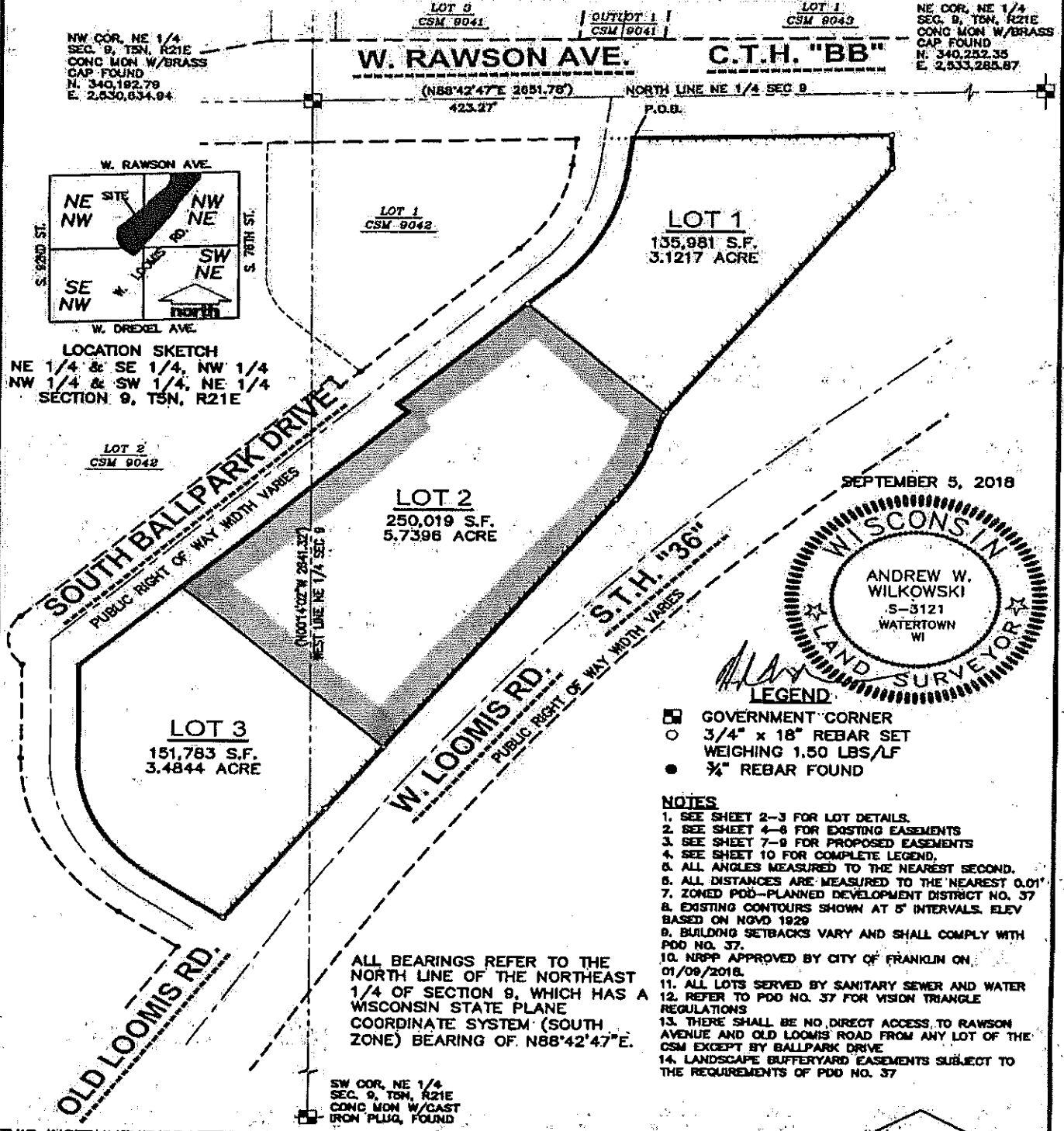
Legal Description of the Property

Lot 2 of Certified Survey Map No. 9078 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on October 16, 2018 as Document No. 10820171, being part of Lot 3 and 4 of Certified Survey Map No. 9042 and the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 9, Town 5 North, Range 21 East. Said land being in the City of Franklin, County of Milwaukee, State of Wisconsin.

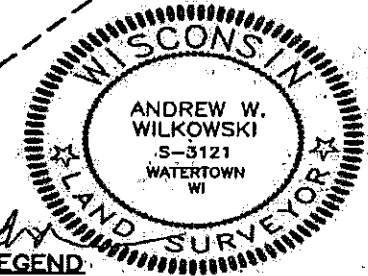
Tax Key No.: 754-9007-000.

CERTIFIED SURVEY MAP NO. 9078

LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 9042 AND LANDS IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

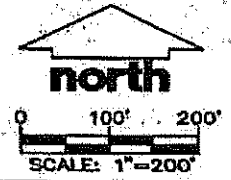


SEPTEMBER 5, 2018



THIS INSTRUMENT DRAFTED BY ANDREW W. WILKOWSKI S-3121

SURVEYED BY: JSD Professional Services, Inc. Engineers • Surveyors • Planners 9235 WISCONSIN ROAD SUITE 100 WILKESHA, WISCONSIN 53190 PHONE: (262) 813-0800	OWNER & SUBDIVIDER: ZIM-MAR PROPERTIES, LLC 510 WEST KILBOURN AVE. MILWAUKEE, WI 53202	PROJECT NO: 14-0048 FILE NO: 8-9 FIELDBOOK/PQ: - SHEET NO: 1 OF 13	SURVEYED BY: JSD, INC DRAWN BY: DHS CHECKED BY: AWW APPROVED BY: JJJ
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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/05/2018
REPORTS AND RECOMMENDATIONS	Agreement for Mutual Assistance among Milwaukee County Fire Departments to provide for potentially more rapid response times within areas of adjoining Communities in Milwaukee County	ITEM NUMBER G.5.

Attached is an agreement developed by the Milwaukee County Association of Fire Chiefs, which was circulated in draft form on February 14, 2014 as the final draft, following the circulation of an initial draft in approximately December, 2013. Except for some of the legal liability responsibility provisions between and among municipalities and their participating fire departments, the terms and concept are similar to those prior and still existing mutual aid agreements among nearly all of the Milwaukee County municipalities, dating back into the early 1990's and into approximately 2004, to provide better through coordination among fire departments services for the health, safety and welfare of the area Communities. Under those agreements, mutual aid was to be provided usually for a large emergency/catastrophic event or the like. The current proposed agreement is for the purpose of having proximate municipalities agree to respond to calls in another municipality within a prescribed smaller proximate area, whereunder, for example, Greendale might respond to a call in Greenfield, simply because its fire station is closer to the call site and can provide an earlier response. The final draft agreement is essentially an "agreement to agree", as it is subject to each municipality determining whether to enter into a mou as to the specifics of the areas to be served and minimum service requirements required thereunder with another or more municipalities, which would finally put all the provisions into effect.

Staff has concerns about the provisions in the final circulated agreement. Same was forwarded to the League of Wisconsin Municipalities Mutual Insurance Company and staff received comments from CEO Dennis Tweedale. While all 18 of the other municipalities within Milwaukee County have already approved the circulated final draft agreement, staff recommends that consideration be given to the approval of an alternate draft incorporating the City insurer's comments and those of staff, which have been incorporated into the attached highlighted redraft Agreement for Mutual Assistance.

The Fire Chief recommends approval of the original draft agreement, as Franklin's status as the sole non-signatory severely limits the Franklin Fire Department's participation and decision-making influence in matters that affect county-wide fire and EMS operations and emergency responses.

The Fire Chief, the Director of Administration and the City Attorney will be present at the meeting to present the subject matter.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute An Agreement for Mutual Assistance among Milwaukee County Fire Departments to provide for potentially more rapid response times within areas of adjoining Communities in Milwaukee County [in the form provided by the Milwaukee County Association of Fire Chiefs] [in the form provided by City staff].

or

As the Common Council may deem appropriate.

AGREEMENT FOR MUTUAL ASSISTANCE

3/26/14 DRAFT

THIS AGREEMENT FOR MUTUAL ASSISTANCE, ("Agreement"), is made and entered into as of the date set forth next to the signature of the respective parties, (hereinafter referred to singularly as "party" "entity" "agency" or "department" and collectively as "parties" "entities" "agencies" or "departments"), each a Wisconsin municipal corporation or a 66.0301 Wis. Stats., intergovernmental entity as set forth below, each acting herein through their duly authorized officials.

RECITALS:

WHEREAS, the governing officials of the governmental entities set forth below, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters; and

WHEREAS, Wisconsin Statute Section 66.0301(2) authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and

WHEREAS, Wisconsin Statute Section 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction; and

WHEREAS, this Agreement is intended to provide for fire department response circumstances not specifically otherwise provided for under separate non-applicable to this Agreement existing Mutual Aid Fire Service Agreements and Mutual Aid Box Alarm System Agreements, that being the response to a call for service in an area outside of the responder's municipality, due to the proximity of facilities and equipment for a potentially more rapid response; and

WHEREAS, the details of the assistance to be provided between each entity will be set forth in separate Memoranda of Understanding executed by two or more of the parties to this Agreement, and as outlined in this Agreement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration for each party's mutual assistance to the other upon the occurrence of an emergency condition and/or hazardous situations in any portion of the designated area where this Agreement is in effect, a predetermined number of firefighting equipment and/or emergency medical equipment or personnel of the parties may be dispatched, to such point where the emergency condition and/or hazardous situations exists in order to assist in the protection of life and property, subject to the conditions hereinafter stated. For the purposes of this Agreement, emergency condition is a sudden, urgent, unexpected occurrence or occasion requiring immediate action, including any condition requiring fire protection or

emergency medical services or both; a hazardous situation is a situation that creates a level of threat to life, property, health or the environment.

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chiefs of the fire departments from the respective parties. These details will be stipulated in a Memorandum of Understanding, ("MOU"), and signed by the Chiefs of the departments upon authorization from their respective governing bodies. No party shall have any obligation pursuant to this Agreement to another party unless and until an MOU is executed between the respective parties. Said MOU may be revised or amended at any time by mutual agreement of the Fire Chiefs as they are so respectively authorized and as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement, shall be to the extent of available personnel and equipment not required for the adequate protection of the territorial limits of the agency providing the services. Said agency shall not be required to provide services when equipment and/or staffing is unavailable due to emergency conditions and/or hazardous situations confronting the department providing the assistance hereunder. No liability of any kind or nature shall be attributed to or be assumed whether express or implied by a party hereto, its duly authorized agents and personnel for failure or refusal to render aid. In addition, there shall not be any liability for a party that withdraws aid once provided pursuant to the terms of this Agreement.
 3. Personnel and equipment dispatched pursuant to this agreement shall report for direction and assignment to the fire chief or incident commander of the department of the jurisdiction in which the service is being provided. The department offering assistance shall at all times have the right to withdraw any and all aid upon the order of its chief officer or designee provided; however, the department withdrawing such aid shall notify the incident commander or his designee of the jurisdiction in which the service is being provided of such withdrawal.
 4. Each party to this Agreement waives all claims ~~(except those arising from the intentional or reckless acts of the other party)~~ against each and every other party to this Agreement for compensation for any loss, damage, personal injury, or death occurring as a consequence of this Agreement; however all parties providing assistance hereunder shall be entitled to the equitable distribution between the parties providing services of any expenses recovered from other responsible entities. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.
- ~~A party receiving assistance hereunder agrees to hold harmless, indemnify and defend the party providing assistance in its jurisdiction from any and all claims, demands, liability losses including attorney's fees and costs which are made by a third party arising from providing assistance pursuant to this agreement, except there is no duty to hold harmless, indemnify and defend a party providing the assistance from any claim that arises from intentional or reckless acts of the party providing the assistance.~~

~~There shall be no liability of any party to another party of this Agreement for failure or refusal to render assistance or for withdrawal of assistance once provided.~~

5. Each party hereto shall bear the risk of its own actions, as it does with its day-to-day operations. Each party hereto shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of being a party to this Agreement.~~Each party hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation and emergency medical service professional liability with limits of One Million Dollars (\$1,000,000) for auto coverage and One Million Dollars (\$1,000,000) combined single limit general liability and professional liability coverage. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of this section shall be satisfied by a party's membership in a self insurance pool, a self insurance plan, or arrangement with an insurance provider approved by the State of Wisconsin. Upon request, a party may provide evidence of compliance with the insurance provisions of this section to the other party.~~
6. No party shall be reimbursed by the other (except as may be provided by way of an "equitable distribution" as is set forth under paragraph 4. above) for costs incurred pursuant to this Agreement. Personnel who are assigned, designated or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel; food; and lodging shall be paid by the entity in which the employee in question is regularly employed.
7. Each party to this Agreement, in relation to any and all other parties to this Agreement, is responsible for the operation of its own vehicles and equipment and the acts of its personnel responding to a request for mutual assistance while they are providing assistance in the requesting community. The employees that may provide services under this Agreement shall continue to be the employees of his or her employing parties' fire department and shall be covered by his or her employing parties' fire department for purposes of worker's compensation, unemployment insurance, benefits under ch. 40 Wisconsin Statutes and any civil liability. Any employee while providing services under this Agreement is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing parties' fire department. The terms and provisions of this Agreement are applicable to and only for the benefit of the parties hereto, and not to any other person or claimant not a party hereto, and shall not under any circumstances be construed to be enforceable by or in any way used as evidence for any claim for wages, benefits or the like which may be due to any employee of any party hereto.

8. At all times while equipment and personnel of any party's fire department are traveling to, from, or within the geographical limits of ~~the any~~ other parties' in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity. The parties declare and acknowledge that they are governmental entities entitled to governmental immunity under the common law and under Section 893.80 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes (2009-2010) or any amendments thereof. The parties also agree that they are not waiving any other immunities or defenses available to them under state, federal or administrative law.
9. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts performed within the scope of his/her duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where another jurisdiction may be liable, in whole or in part, for the payment of damages then the other jurisdiction may be joined in such cause of action to protect its interests.
10. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other parties' Fire Chief.
11. It is understood and agreed that the parties have heretofore entered into an "Agreement for Mutual AssistanceAid", effective as of the dates indicated below.
12. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
13. Effective date of this Agreement as to any party shall be on the date of the signature of any such parties hereto.
14. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties. This Agreement

may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.

DRAFT

This signatory certifies that this Agreement for Mutual Assistance has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is document is attached hereto.

Municipal Corporation

Signatory

Date

DRAFT

DRAFT ONLY

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To be redrafted in its entirety upon agreement between/among fire service depts. and the respective municipalities involved

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MEMORANDUM OF UNDERSTANDING FOR MUTUAL ASSISTANCE BETWEEN THE CITY OF _____ FIRE DEPARTMENT AND THE CITY OF _____ FIRE DEPARTMENT

This Memorandum of Understanding, ("MOU"), is authorized by the City of _____ and the of the City of _____, (hereinafter referred to singularly as "party" "entity" "agency" or "department" and collectively as "parties" "entities" "agencies" or "departments"), and is effective .

The purpose of this MOU is to outline the procedures for implementing a Mutual Assistance response between the parties. This MOU is a supplement to the Agreement for Mutual Assistance previously entered into by the parties. In the event this MOU conflicts with the Agreement for Mutual Assistance, the Agreement for Mutual Assistance shall be controlling.

Terms

The terms and conditions of this MOU terminate automatically upon the termination of the Agreement for Mutual Assistance.

Amount and Time of Assistance

This MOU is for fire/emergency service responses and/or emergency medical/service responses. Fire apparatus response on reported structure fires and emergency medical/service type incidents as assigned per CAD designation.

Response Areas:

Fire/Emergency Services Response

The parties may combine resources to initiate an appropriate allocation of equipment to all reports of fire/emergency service response. The exact equipment is based on the nature of the call and shall be agreed upon by both fire chiefs. When available, units responding shall be based on closest unit response.

Emergency Medical Services (EMS) First Responder:

The parties will combine resources to initiate an appropriate allocation of equipment to all reports of an emergency medical event. The exact equipment is based on the nature of the call and shall be agreed upon by both fire chiefs. Units responding may be based on closest unit response.

Limitations

If the agreed upon response from either department is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station that is part of this MOU, that company will respond. If the response is not available, the other party will be notified immediately.

Training

Joint training exercises are to be conducted, at a minimum, semiannually. The training exercises will be coordinated and observed by a chief officer from each respective department, for the purpose of maintaining coordination in firefighting procedures, dispatching and communications.

Communications

Dispatched units shall communicate with the dispatch center that provided the initial dispatch when possible.

Communications procedures and documents will be provided at the initial training session and updated as needed thereafter. Maintenance and replacement of radios will be the responsibility of the Department that owns the radios.

Dispatch to Emergencies

Upon receipt of an alarm in any of the designated response areas, the Communications Center receiving the alarm will dispatch the proper assignment. Should the agreed upon assistance not be available, the requesting department will be so notified.

Incident Command

The officer on the first arriving company will establish command of the incident until relieved by the appropriate authority. The fire department, in the City at which the incident occurs, shall upon arrival at the scene, communicate with the initial Incident Commander for a situational update, then assume Command of the incident thereafter.

Fire Incident Reporting

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Units assisting in the incident shall cooperate with the agency in charge to provide any necessary information. Fire investigations are the responsibility of the respective jurisdiction, and responding agencies will cooperate in the investigation.

Revisions

This Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chief of the City of _____ and the Fire Chief of the City of _____.

_____, Fire Chief – City of _____ Fire Department.

Date _____

_____, Fire Chief – City of _____ Fire Department.

AGREEMENT FOR AUTOMATIC MUTUAL ASSISTANCE

THIS AGREEMENT FOR AUTOMATIC MUTUAL ASSISTANCE, ("Agreement"), is made and entered into as of the date set forth next to the signature of the respective parties, (hereinafter referred to singularly as "party" "entity" "agency" or "department" and collectively as "parties" "entities" "agencies" or "departments"), each a Wisconsin municipal corporations or a 66.0301 Wis. Stats., intergovernmental entity as set forth below, each acting herein through their duly authorized officials.

WITNESSETH RECITALS:

WHEREAS the governing officials of the governmental entities set forth below, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters; and

WHEREAS Wisconsin Statute Section 66.0301(2) authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and

WHEREAS Wisconsin Statute Section 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction;

Comment [MWL1]: Add "and" at end

WHEREAS the details of the assistance to be provided to between each entity will be set forth in separate Memoranda of Understanding executed by two or more of the parties to this Agreement, and as outlined in this Agreement;

Comment [MWL2]: Should end in a period

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration for each party's automatic-mutual assistance to the other upon the occurrence of an emergency condition and/or hazardous situations in any portion of the designated area where this Agreement is in effect, a predetermined number of firefighting equipment and/or emergency medical equipment or personnel of the parties shall may be dispatched, to such point where the emergency condition and/or hazardous situations exists, in order to assist in the protection of life and property subject to the conditions hereinafter stated. For the purposes of this Agreement, emergency condition is a sudden, urgent, unexpected occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both; a hazardous situation is a situation that creates a level of threat to life, property, health or the environment.

Comment [MWL3]: If you have a comma here, I think you need a comma...

Comment [MWL4]: ...here. (Or else no comma in either place.)

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chiefs of the fire departments from the respective parties. These details will be stipulated in a Memorandum of Understanding, ("MOU"), and signed by the Chiefs of the e-departments. No party shall have any

Comment [MWL5]: The way this document is worded I would be cautious as a chief executing an MOU without a Council's approval. It gives you the authority to sign, but a Board could argue that it has to first approve the MOU for use of City resources. So, recognize that, as written, I don't think it would stop a Council from preventing you from signing an MOU without their advanced authorization each time.

obligation pursuant to this Agreement to another party unless and until an MOU is executed between the respective parties. Said MOU may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement, shall be to the extent of available personnel and equipment not required for the adequate protection of the territorial limits of the agency providing the services. Said agency shall not be required to provide services when equipment and/or staffing is unavailable due to emergency conditions and/or hazardous situations confronting the department providing the assistance hereunder. No liability of any kind or nature shall be attributed to or be assumed whether express or implied by a party hereto, its duly authorized agents and personnel for failure or refusal to render aid. In addition, there shall not be any liability for a party that withdraws aid once provided pursuant to the terms of this Agreement.
3. Personnel and equipment dispatched pursuant to this agreement shall report for direction and assignment to the fire chief or incident commander of the department of the jurisdiction in which the service is being provided. The department offering assistance shall at all times have the right to withdraw any and all aid upon the order of its chief officer or designee provided; however, that the department withdrawing such aid shall notify the incident commander or his designee of the jurisdiction in which the service is being provided of such withdrawal.
4. Each party to this Agreement waives all claims (except those arising from the intentional or reckless acts of the other party) against each and every other party to this Agreement for compensation for any loss, damage, personal injury, or death occurring as a consequence of this Agreement; however all parties providing assistance hereunder shall be entitled to the equitable distribution between the parties providing services of any expenses recovered from other responsible entities. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.

Comment [MWL6]: I discuss liability issues numerous times below. One general problem is that liability language is scattered throughout the document, which creates a lot of conflict. For example this says "No liability of any kind or nature shall..." whereas #4, which addresses claims excludes "intentional or reckless acts." Which is it? If I show up and refuse to render aid and while doing so don't follow some departmental policy (which could make it a reckless act) do I have liability or not.

Comment [MWL7]: Looks like they left out the word "by" between these two words.

Comment [MWL8]: This phrase needs to be evaluated carefully for how it applies to liability throughout the document. I believe the liability language throughout the document could create some holes in coverage or intent if a third party sues alleging an "intentional or reckless act" on the part of a responding department. [Even consider later that is says the intentional or reckless act is "deemed to be" part of our "governmental function."]

A party receiving assistance hereunder agrees to hold harmless, indemnify and defend the party providing assistance in its jurisdiction from any and all claims, demands, liability losses including attorney's fees and costs which are made by a third party arising from providing assistance pursuant to this agreement, except there is no duty to hold harmless, indemnify and defend a party providing the assistance from any claim that arises from intentional or reckless acts of the party providing the assistance.

There shall be no liability of any party to another party of this Agreement for failure or refusal to render assistance or for withdrawal of assistance once provided.

~~Each party to this Agreement waives all claims against the other each and every other party to this Agreement for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. However, this waiver shall not apply to those cases in which the claim results from the failure of either any party to this Agreement to accept responsibility for any civil liability for which a requesting party is responsible. In addition, the jurisdiction providing assistance hereunder shall be entitled to the equitable distribution between the~~

Comment [MWL9]: PROBLEM: I see a hole that forms between these two sections. The first paragraph indemnifies the us when "arising from providing assistance". The second paragraph indemnifies us to the other department whenever we don't provide assistance.

But neither of these protects us from a third party if we have an MOU to provide assistance and then we don't show up or leave. In other words, we get sued by a Hales Corners for not responding when we had an MOU that said we would.

This is a particular problem in light of other language, as I will note later.

~~departments providing services of any expenses recovered from third parties and responsible parties. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.~~

~~Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement provided; however, that such claim is not a result of willful or reckless misconduct by a party hereto or its personnel. The agency receiving services hereunder agrees to hold harmless and indemnify and defend the entity providing services in its jurisdiction and its personnel from any and all claims, demands, liability losses including attorneys fees and costs which are made by a third party arising from providing any aid pursuant to this agreement, provided that such claim is not a result of the willful or reckless misconduct by a party hereto or its personnel.~~

~~No liability of any kind or nature shall be attributed to or be assumed whether expressly or implied by a party hereto, its duly authorized agents and personnel for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.~~

5. Each party hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation and emergency medical service professional liability with limits of One Million Dollars (\$1,000,000) for auto coverage and One Million Dollars (\$1,000,000) combined single limit general liability and professional liability coverage. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of this section shall be satisfied by a party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the State of Wisconsin. Upon request, a party may provide evidence of compliance with the provisions of this section to the other party.

6. ~~Neither~~ No party shall be reimbursed by the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel; food; and lodging shall be paid by the entity in which the employee in question is regularly employed.

7. All equipment used by each party's fire department in carrying out this Agreement will, during the time response services are being performed, be owned by it; and all personnel acting for the party's fire department under this Agreement will, during the time response services are required, be firefighters of the fire department of the party where they are regularly employed. Each party to this Agreement is responsible for

Comment [MWL10]: This is inconsistent with #4. I know the intent, but the wording conflicts. #4 says we will get "equitable distribution... of any expenses recovered". Since those recoveries will likely be directly to the host community, any "distribution" to us will be, effectively, a reimbursement from them, which this sentence says "no party shall" get.

Comment [MWL11]: THIS WHOLE SECTION SHOULD NOT BE HERE. One does not put into an agreement with one party, contractual obligations to a third party who is not part of the agreement. In other words, this agreement should not make commitments for how we treat our employees. This language could potentially be used against us in grievances. Moreover, it could be wrong if some employee acts outside the scope of their duties while in the other community. Whoever wrote this had their union hat on and needs to take it off. We have a labor agreement that defines how we treat our employees. This Agreement does not. Unless you want me to get outside counsel to confirm my opinion, I would have to recommend against the agreement if this language remained.

the operation of its own vehicles and equipment and the acts of its personnel responding to a request for mutual assistance while they are providing assistance in the requesting community. The employees that may provide services under this Agreement shall continue to be the employees of his or her employing parties' fire department and shall be covered by his or her employing parties' fire department for purposes of worker's compensation, unemployment insurance, benefits under ch. 40 Wisconsin Statutes and any civil liability. Any employee while providing services under this Agreement is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing parties' fire department.

Comment [MWL12]: This section is either a conflict or poorly worded. If by "is responsible" you mean "supervises" then the language is maybe okay if fixed. Without changing it the language says the following: "Each party to this Agreement is responsible for... the acts of its personnel..." That statement directly conflicts with the earlier hold harmless language. So either "responsible" is a bad choice or the whole thing is a bad choice.

8. At all times while equipment and personnel of either any party's parties' fire department are traveling to, from, or within the geographical limits of the other parties' in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity. The parties declare and acknowledge that they are governmental entities entitled to governmental immunity under the common law and under Section 893.80 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes (2009-2010) or any amendments thereof. The parties also agree that they are not waiving any other immunities or defenses available to them under state, federal or administrative law.

Comment [MWL13]: See Comend MWL12 below.

Comment [MWL14]: Not sure I agree with whoever switched from singular to plural, but I don't care.

Comment [MWL15]: This needs to be reworded or an exception added. From a human resources standpoint there is a problem. There are many times when a community argues that an employee acted outside the scope of their job and, therefore, were not "engaged in a governmental function..." There are dozens of such examples at the WERC and Circuit Courts. From a liability standpoint this is a problem, because you are potentially accepting liability up front for actions that later would not normally be considered a governmental function. It is particularly a problem because the "At all times" could be arguably applied to this poor wording. An attorney might tell me this is a risk management problem worthy of avoiding the agreement altogether.

Comment [MWL16]: THIS IS GOOD, but I don't know that it is enough given all of the other liability language issues identified.

9. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts performed within the scope of his/her while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where the other party another jurisdiction may be liable, in whole or in part, for the payment of damages then the other party jurisdiction may intervene be joined in such cause of action to protect its interests.

Comment [MWL17]: Doesn't this conflict with the hold harmless agreement language in the second paragraph of #4? This says I'm defending the civil rights of my employees, but #4 says that if a third party sues us, the "party receiving assistance hereunder agrees to hold harmless..." I'm not an attorney but I think that means I have a blank check for as much defense costs as I could possibly contemplate or need (because I supply the protection), but the other community pays the whole bill (because they hold me harmless). Depending which side of the suit I'm on this is very good or veryyyy bad. The idea was good but the conflicting language is problematic.

10. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party heretoparties' Fire Chief.

Comment [MWL18]: I think you mean "Assistance"

11. It is understood and agreed that both the parties have heretofore entered into an "Agreement for Automatic Mutual Aid", effective as of the dates indicated below.

12. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this

Comment [MWL19]: I think you need a comma after "thereof" because of the one after "illegality" earlier in the line.

Agreement shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.

Comment [MWL20]: I think they meant "if", not "is".

13. Effective date of this Agreement as to any party shall be on the date of the signature of any party parties hereto.

Comment [MWL21]: Again, not an attorney, but this seems odd. It is effective for one party on the date that any party signed it. So every community will have multiple effective dates and for some it will take effect earlier than when they sign it, because by signing it is effective when the first person signed it. Maybe it should reach "of any such party hereto" at the end. Again, I'm not attorney, but the current wording seems odd.

14. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.

MISSING ISSUE:

Telling them when we won't come or when we are leaving

Comment [MWL22]: It seems like this agreement never does a good job of distinguishing it self from MABAS or explaining that this is dealing with a different set of circumstances from MABAS. If you read #1 knowing that MABAS exists, you sort of get what you want. But just interpreting the contract within the four corners of the document, which is what a court does, the distinction from MABAS is non-existent, particularly since the attached draft MOU doesn't do any better at distinguishing applicability. The whole "Mutual Assistance" versus "Mutual Aid" is entirely lost to the ordinary person because there is no clear distinction as to which is which. Read the first sentence of #1 again on its own and try to distinguish how this "mutual assistance" as it is broadly discussed, distinguishes itself from "mutual aid"

Comment [MWL23]: This needs to be re-thought of in the scope of this agreement and the MOUs for liability issues. The MOU doesn't provide good language as to telling them we can't come. What if we do a bad job telling them or don't do it "immediately"? One could argue that we then were "negligent" or "reckless" and there goes the liability language. That lack of clarity could be a real sticking point in a third party lawsuit in Circuit Court.

DRAFT

This signatory certifies that this Agreement for ~~Automatic~~ Mutual Assistance has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is document is attached hereto.

Comment [MWL24]: As such, a draft should be prepared and attached.

Municipal Corporation

Signatory

Date

DRAFT

MEMORANDUM OF UNDERSTANDING FOR AUTOMATIC ~~MUTUAL~~ ASSISTANCE
BETWEEN THE CITY OF _____ FIRE DEPARTMENT AND THE CITY OF
_____ FIRE DEPARTMENT

This Memorandum of Understanding, ("MOU"), is authorized by the City of _____ and the City of _____, (hereinafter referred to singularly as "party" "entity" "agency" or "department" and collectively as "parties" "entities" "agencies" or "departments"), and is effective .

The purpose of this MOU is to outline the procedures for implementing an Automatic ~~Mutual~~ Assistance response between the parties. This MOU is a supplement to the Agreement for Automatic ~~Mutual~~ Assistance previously entered into by the parties. In the event this MOU conflicts with the Agreement for Automatic ~~Mutual~~ Assistance, the Agreement for Automatic ~~Mutual~~ Assistance shall be controlling.

Terms

The terms and conditions of this MOU terminate automatic~~ally~~ upon the termination of the Agreement for Automatic ~~Mutual~~ Assistance.

Amount and Time of Assistance

This MOU is for the exchange of fire/emergency service responses and/or EMS emergency medical/service responses. Fire apparatus will respond on all reported structure fires and emergency medical/service type incidents as assigned per CAD designation.

Response Areas:

Fire/Emergency Services Response

The parties will ~~may~~ combine resources to initiate an appropriate allocation of equipment to all reports of fire/emergency service response. The exact equipment is based on the nature of the call and shall be agreed upon by both fire chiefs. When available, Units responding shall be based on closest unit response.

Comment [MWL25]: Not defined, what is this?

Comment [MWL26]: This is no longer a sentence since somebody changed the verb to a noun.

Comment [MWL27]: Adam, your description to me was for specific response areas that would be defined, but this draft MOU is VERY wide open for the entire geography of each community. See next notes.

Comment [MWL28]: This statement almost seems to say your merging both entire department's response capabilities. I know it was switched to "may" but there is no definition, no limitations, no explanation, no parameters. Particularly given the last sentence of this paragraph... looks like both communities merged.

Comment [MWL29]: Isn't that the purpose of this MOU? If not, where will that be written, or will you do it for each call?

Emergency Medical Services (EMS) First Responder:

The parties will combine resources to initiate an appropriate allocation of equipment to all reports of an emergency medical event. The exact equipment is based on the nature of the call and shall be agreed upon by both fire chiefs. Units responding shall may be based on closest unit response.

Comment [MWL30]: Fire response is "may" but EMS has will be fully merged, since it says "will"

Limitations

If the agreed upon response from either department is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station that is part of this MOU, that company will respond. If the response is not available, the other party will be notified immediately.

Training

Joint training exercises are to be conducted, at a minimum, semiannually. The training exercises will be coordinated and observed by a chief officer from each respective department, for the purpose of maintaining coordination in firefighting procedures, dispatching and communications.

Comment [MWL31]: BAD WORD. "Dispatch to Emergencies" below also discusses this but just says "will be so notified." Generally not good to set two rules in two different places, but either way it is bad to say "immediately." Again, if we fail to do it immediately (and it gives no distinction between attempting to notify them and succeeding in notifying them) then we could be negligent and reckless. Immediately must go.

Communications

Dispatched units shall communicate with the dispatch center that provided the initial dispatch when possible.

Communications procedures and documents will be provided at the initial training session and updated as needed thereafter. Maintenance and replacement of radios will be the responsibility of the Department that owns the radios.

Comment [MWL32]: TOO STRICT. Again, failure to adhere to this language could increase your liability. If you don't meet this strict requirement and something goes wrong, you could now be liable for your reckless behavior in not training well enough to the responding officer didn't know what to do in that community. The training language should be much looser and open. Something like "Joint training exercises will be conducted at times and with frequencies as mutually determined by the chiefs from time to time. The Chiefs acknowledge that such mutual training is beneficial to overall performance under the agreement."

Dispatch to Emergencies

Upon receipt of an alarm in any of the designated response areas, the Communications Center receiving the alarm will dispatch the proper assignment. Should the agreed upon assistance not be available, the requesting department will be so notified.

Incident Command

The officer on the first arriving company will establish command of the incident until relieved by the appropriate authority. The fire department, in the City at which the incident occurs, shall upon arrival at the scene, communicate with the initial Incident Commander for a situational update, then assume Command of the incident thereafter.

Comment [MWL33]: These conflict. The first sentence says you must be relieved by "appropriate authority" while the second says "upon arrival at the scene" and after they get an update, they are in charge. There is no standard of "appropriate" in the second sentence. Anybody from the hometown shows up, they assume Command even if not an "appropriate authority."

Comment [MWL34]: If you put a comma after this phrase you need one before it as well.

Fire Incident Reporting

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Units assisting in the incident shall cooperate with the agency in charge to provide any necessary information. Fire investigations are the responsibility of the respective jurisdiction, and responding agencies will cooperate in the investigation.

Revisions

This Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chief of the City of _____ and the Fire Chief of the City of _____.

_____, Fire Chief – City of _____ Fire Department.

Date _____

_____, Fire Chief – City of _____ Fire Department.

MABAS CONFUSION:

THIS HAS NO PARTIAL GEOGRAPHIC DESIGNATIONS AS YOU SUGGESTED IT WOULD HAVE.

Comment [MWL35]: Since MABAS is where we are helping them, the minute they send a response while we are there is this agreement gone and we are operating under MABAS? Not clear at all, but it would seem so.

As I noted on the Mutual Assistance Agreement, I don't think the Council executing that agreement gives you the ability to enter into any MOU you want. If they approve the MOU, it gives you the authority to then sign it on behalf of the City, but I think it is stretching the language to assume it gives you carte blanche to execute any MOU's.

AGREEMENT FOR MUTUAL ASSISTANCE

THIS AGREEMENT FOR MUTUAL ASSISTANCE, ("Agreement"), is made and entered into as of the date set forth next to the signature of the respective parties, (hereinafter referred to singularly as "party" "entity" "agency" or "department" and collectively as "parties" "entities" "agencies" or "departments"), each a Wisconsin municipal corporation or a 66.0301 Wis. Stats., intergovernmental entity as set forth below, each acting herein through their duly authorized officials.

RECITALS:

WHEREAS the governing officials of the governmental entities set forth below, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters; and

WHEREAS Wisconsin Statute Section 66.0301(2) authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and

WHEREAS Wisconsin Statute Section 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction;

WHEREAS the details of the assistance to be provided between each entity will be set forth in separate Memoranda of Understanding executed by two or more of the parties to this Agreement, and as outlined in this Agreement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration for each party's mutual assistance to the other upon the occurrence of an emergency condition and/or hazardous situations in any portion of the designated area where this Agreement is in effect, a predetermined number of firefighting equipment and/or emergency medical equipment or personnel of the parties may be dispatched, to such point where the emergency condition and/or hazardous situations exists in order to assist in the protection of life and property subject to the conditions hereinafter stated. For the purposes of this Agreement, emergency condition is a sudden, urgent, unexpected occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both; a hazardous situation is a situation that creates a level of threat to life, property, health or the environment.

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chiefs of the fire departments from the respective parties. These details will be stipulated in a Memorandum of Understanding, ("MOU"), and signed by the Chiefs of the departments. No party shall have any

obligation pursuant to this Agreement to another party unless and until an MOU is executed between the respective parties. Said MOU may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement, shall be to the extent of available personnel and equipment not required for the adequate protection of the territorial limits of the agency providing the services. Said agency shall not be required to provide services when equipment and/or staffing is unavailable due to emergency conditions and/or hazardous situations confronting the department providing the assistance hereunder. No liability of any kind or nature shall be attributed to or be assumed whether express or implied by a party hereto, its duly authorized agents and personnel for failure or refusal to render aid. In addition, there shall not be any liability for a party that withdraws aid once provided pursuant to the terms of this Agreement.
3. Personnel and equipment dispatched pursuant to this agreement shall report for direction and assignment to the fire chief or incident commander of the department of the jurisdiction in which the service is being provided. The department offering assistance shall at all times have the right to withdraw any and all aid upon the order of its chief officer or designee provided; however, the department withdrawing such aid shall notify the incident commander or his designee of the jurisdiction in which the service is being provided of such withdrawal.
4. Each party to this Agreement waives all claims (except those arising from the intentional or reckless acts of the other party) against each and every other party to this Agreement for compensation for any loss, damage, personal injury, or death occurring as a consequence of this Agreement; however all parties providing assistance hereunder shall be entitled to the equitable distribution between the parties providing services of any expenses recovered from other responsible entities. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.

A party receiving assistance hereunder agrees to hold harmless, indemnify and defend the party providing assistance in its jurisdiction from any and all claims, demands, liability losses including attorney's fees and costs which are made by a third party arising from providing assistance pursuant to this agreement, except there is no duty to hold harmless, indemnify and defend a party providing the assistance from any claim that arises from intentional or reckless acts of the party providing the assistance.

There shall be no liability of any party to another party of this Agreement for failure or refusal to render assistance or for withdrawal of assistance once provided.

5. Each party hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation and emergency medical service professional liability with limits of One Million Dollars (\$1,000,000) for auto coverage and One

Million Dollars (\$1,000,000) combined single limit general liability and professional liability coverage. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of this section shall be satisfied by a party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the State of Wisconsin. Upon request, a party may provide evidence of compliance with the provisions of this section to the other party.

6. No party shall be reimbursed by the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel; food; and lodging shall be paid by the entity in which the employee in question is regularly employed.
7. Each party to this Agreement is responsible for the operation of its own vehicles and equipment and the acts of its personnel responding to a request for mutual assistance while they are providing assistance in the requesting community. The employees that may provide services under this Agreement shall continue to be the employees of his or her employing parties' fire department and shall be covered by his or her employing parties' fire department for purposes of worker's compensation, unemployment insurance, benefits under ch. 40 Wisconsin Statutes and any civil liability. Any employee while providing services under this Agreement is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing parties' fire department.
8. At all times while equipment and personnel of any parties' fire department are traveling to, from, or within the geographical limits of the other parties' in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity. The parties declare and acknowledge that they are governmental entities entitled to governmental immunity under the common law and under Section 893.80 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes (2009-2010) or any amendments thereof. The parties also agree that they are not waiving any other immunities or defenses available to them under state, federal or administrative law.
9. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts performed within the scope of his/her duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she

would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where another jurisdiction may be liable, in whole or in part, for the payment of damages then the other jurisdiction may be joined in such cause of action to protect its interests.

10. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other parties' Fire Chief.
11. It is understood and agreed that the parties have heretofore entered into an "Agreement for Mutual Aid", effective as of the dates indicated below.
12. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.
13. Effective date of this Agreement as to any party shall be on the date of the signature of any parties hereto.
14. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.

This signatory certifies that this Agreement for Mutual Assistance has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is document is attached hereto.

Municipal Corporation

Signatory

Date

MEMORANDUM OF UNDERSTANDING FOR MUTUAL ASSISTANCE BETWEEN THE
CITY OF _____ FIRE DEPARTMENT AND THE CITY OF
_____ FIRE DEPARTMENT

This Memorandum of Understanding, ("MOU"), is authorized by the City of _____ and the City of _____, (hereinafter referred to singularly as "party" "entity" "agency" or "department" and collectively as "parties" "entities" "agencies" or "departments"), and is effective .

The purpose of this MOU is to outline the procedures for implementing a Mutual Assistance response between the parties. This MOU is a supplement to the Agreement for Mutual Assistance previously entered into by the parties. In the event this MOU conflicts with the Agreement for Mutual Assistance, the Agreement for Mutual Assistance shall be controlling.

Terms

The terms and conditions of this MOU terminate automatically upon the termination of the Agreement for Mutual Assistance.

Amount and Time of Assistance

This MOU is for fire/emergency service responses and/or emergency medical/service responses. Fire apparatus response on reported structure fires and emergency medical/service type incidents as assigned per CAD designation.

Response Areas:

Fire/Emergency Services Response

The parties may combine resources to initiate an appropriate allocation of equipment to all reports of fire/emergency service response. The exact equipment is based on the nature of the call and shall be agreed upon by both fire chiefs. When available, units responding shall be based on closest unit response.

Emergency Medical Services (EMS) First Responder:

The parties will combine resources to initiate an appropriate allocation of equipment to all reports of an emergency medical event. The exact equipment is based on the nature of the call and shall be agreed upon by both fire chiefs. Units responding may be based on closest unit response.

Limitations

If the agreed upon response from either department is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station that is part of this MOU, that company will respond. If the response is not available, the other party will be notified immediately.

Training

Joint training exercises are to be conducted, at a minimum, semiannually. The training exercises will be coordinated and observed by a chief officer from each respective department, for the purpose of maintaining coordination in firefighting procedures, dispatching and communications.

Communications

Dispatched units shall communicate with the dispatch center that provided the initial dispatch when possible.

Communications procedures and documents will be provided at the initial training session and updated as needed thereafter. Maintenance and replacement of radios will be the responsibility of the Department that owns the radios.

Dispatch to Emergencies

Upon receipt of an alarm in any of the designated response areas, the Communications Center receiving the alarm will dispatch the proper assignment. Should the agreed upon assistance not be available, the requesting department will be so notified.

Incident Command

The officer on the first arriving company will establish command of the incident until relieved by the appropriate authority. The fire department, in the City at which the incident occurs, shall upon arrival at the scene, communicate with the initial Incident Commander for a situational update, then assume Command of the incident thereafter.

Fire Incident Reporting

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Units assisting in the incident shall cooperate with the agency in charge to provide any necessary information. Fire investigations are the responsibility of the respective jurisdiction, and responding agencies will cooperate in the investigation.

Revisions

This Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chief of the City of _____ and the Fire Chief of the City of _____.

_____, Fire Chief – City of _____ Fire Department.

Date _____

_____, Fire Chief – City of _____ Fire Department.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>11/05/2018</i>
REPORTS AND RECOMMENDATIONS	Approval of the Updated Emergency Operations Plan, and Designation of an Emergency Manager	ITEM NUMBER <i>G.6.</i>

The Franklin Fire and Health Departments have worked collaboratively to complete an extensive revision and update of the City's Emergency Operations Plan (EOP) in order to bring it into alignment with the State and County Emergency management plans. The document is comprehensive, practical, and based on current best practices and standardized terminology.

The document has been made available for review by Council members and residents on the City website, with confidential employee information redacted for privacy.

Per state statutes pertaining to Emergency Management (WI Chapter 323); the governing body of each municipality shall approve the local EOP, as well as designate the individual responsible for emergency management services at the local level.

The Fire Chief has been acting in the capacity of Emergency Manager since being appointed Acting Fire Chief in 2012. This designation was made by the Mayor at the time, but was never formally acted upon by the council.

The Common Council may designate a certain elected or appointed individual as the Emergency Manager, in which case they would need to take action each time the position is vacated. Another other option would be to delegate the title and duties to a specific job description (e.g., Fire Chief, Police Chief, Health Officer, or Director of Administration), in which case whoever is acting in or appointed to that position would automatically assume the Emergency Manager duties and responsibilities without further Council action.

The Mayor recommends that the designation of Emergency Manager be delegated to the position of Fire Chief, and that that job description be amended to reflect this responsibility.

COUNCIL ACTION REQUESTED

- 1- Motion to adopt the revised and updated Emergency Operations Plan, and
- 2- Motion to Designate the position of Fire Chief as Emergency Manager.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE November 5, 2018
Reports & Recommendations	ORDINANCE TO MODIFY THE MUNICIPAL CODE SECTION 245-5 (F) TO ADD NO PARKING ON SCHOOL DAYS DURING THE TIMES 8:40-9:10 AM AND 3:40-4:10 PM ON BOTH SIDES OF S. 35TH STREET 50 FEET NORTH AND SOUTH OF W. HILLTOP LANE RIGHT OF WAY AND ALSO ON BOTH SIDES OF W. HILLTOP LANE 50 FEET WEST OF S. 35TH STREET RIGHT OF WAY	ITEM NO. <i>G. 7.</i>

BACKGROUND

Staff received a request in regards to a parking/safety concern at Southwood Glen Elementary (SWG) at 9090 S. 35th Street.

SWG has a morning drop-off and afternoon pick-up policy that is designed to keep cars and buses separated from kids walking to/from school. Unfortunately, many parents disregard the policy and park along 35th Street to skip the car pick-up line. This creates a very unsafe environment for the kids who are truly walking home as many of them cross 35th Street. I am curious if we could benefit from posted signs, a crosswalk, or some other change to our current situation. Could you advise on our next steps? We have been focusing on educating parents as best we can (email, printed handouts, social media) and have even committed to standing on 35th Street and directly communicating with each car/parent that parks in the wrong area. It is quite obvious though that we are in need of a more permanent solution. Thank you in advance for any help that you can give us.

This item was discussed at the Board of Public Works (BOPW) meeting on October 9, 2018, and they voted to "...recommend to Common Council to have 'No Parking' for approximately half an hour each time of drop off and pick up of students, depending on the discussion with the Principal for the times, north and south on S. 35th Street and just west on W. Hilltop Lane for 50' in all directions."

ANALYSIS

Staff not only visited the site, but solicited input from the Police Department and the elected officials. Often times parking restrictions at other Franklin schools have created parking problems for the homes just outside of the parking restrictions.

S. 35th Street has a long area suitable for parents to pick up children and does not appear to be in conflict with adjacent homes. Any parking restrictions should be immediately adjacent to a crosswalk. Unfortunately a crosswalk is not appropriate at this location since a crosswalk must lead a pedestrian to a safe zone- typically a curb ramp for a sidewalk. There used to be a crosswalk at this location (W. Hilltop Lane) but was not restriped after the repaving due to the stated criteria.

The school and concerned parents should be commended for educating parents. Perhaps permanent signs posted by the school asking parents to use the pickup line would be an effective permanent solution. Another consideration is to install a sidewalk on the west side of the road that would warrant a crosswalk and subsequent limited parking restrictions. Regardless, total elimination of parking along S. 35th Street is not recommended.

After the BOPW meeting, Ms. Christine Cody, the Southwood Glen Principal, provided the desired half-hour times of 8:40-9:10 am and 3:40-4:10 pm. The signs will also be marked for school days only.

OPTIONS

- A. Follow the BOPW's recommendation and restrict parking 50 feet in each direction of the intersection of S. 35th Street and W. Hilltop Lane 30 minutes in the morning and 30 minutes in the afternoon of school days, or
- B. Impose other restrictions on parking and/or traffic patterns.

FISCAL NOTE

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

RECOMMENDATION

(Option A) Ordinance 2018-_____ an Ordinance to modify the Municipal Code Section 245-5 (F) to add "No Parking on School Days" during the times 8:40-9:10 am and 3:40-4:10 pm on both sides of S. 35th Street 50 feet north and south of W. Hilltop Lane right of way and also on both sides of W. Hilltop Lane 50 feet west of S. 35th Street right of way.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2018-_____

ORDINANCE TO MODIFY THE MUNICIPAL CODE SECTION 245-5 (F) TO ADD
NO PARKING ON SCHOOL DAYS DURING THE TIMES 8:40-9:10 AM AND 3:40-4:10 PM
ON BOTH SIDES OF S. 35TH STREET 50 FEET NORTH AND SOUTH OF W. HILLTOP LANE
RIGHT OF WAY AND ALSO ON BOTH SIDES OF W. HILLTOP LANE 50 FEET WEST OF S.
35TH STREET RIGHT OF WAY

WHEREAS, the Board of Public Works has recommended to Common Council to have 'No Parking' for approximately half an hour each time of drop off and pick up of students, depending on the discussion with the Principal for the times, north and south on S. 35th Street and just west on W. Hilltop Lane for 50' in all directions; and

WHEREAS, the Common Council concurs with the Board of Public Works recommendation and wishes to add "No Parking on School Days" during the times 8:40-9:10 am and 3:40-4:10 pm on both sides of S. 35th Street 50 feet north and south of W. Hilltop Lane right of ways and also on both sides of W. Hilltop Lane 50 feet west of S. 35th Street right of ways

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

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

ADD:

NAME OF STREET: "S. 35th Street"

SIDES: "East and West"

LOCATION: "50 feet north and south of W. Hilltop Lane right of way"

NAME OF STREET: "W. Hilltop Lane"

SIDES: "North and South"

LOCATION: "50 feet west of S. 35th Street right of way"

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2018, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____
day of _____, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

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Proposed No Parking on
School Days during the
times 8:40-9:10 am and
3:40-4:10 pm

V HILLTOP LN

ST

35TH

S

DR

Southwood Glen
Elementary
School

HORNCREST

9055

3522

3550

9213

3543

3573

3605

3627

3649

3671

3646

3664

3626

3610

3560

3528

9216

9234

9252

9270

9237

9215

3501

3638

3674

3704

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE November 5, 2018
Reports & Recommendations	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF RYANWOOD MANOR SUBDIVISION PHASE I	ITEM NO. <i>G.8.</i>

BACKGROUND

Pursuant to the approval of preliminary plat for Oakwood at Ryan Creek on September 19, 2017, the developer, Oakwood at Ryan Creek, LLC has proceeded with the development. The development is now called Ryanwood Manor and it is necessary to enter into a subdivision development agreement for phase 1 at an estimated cost of \$2,169,559.00.

ANALYSIS

The final plat for Ryanwood Manor Subdivision Phase I is anticipated to come before Common Council before the end of 2018. Approval of this subdivision development agreement is required.

Note that this agreement includes oversizing costs of \$_____ for a water main to be paid from water impact fees and also a partial reimbursement of \$_____ for a trail to be paid from park impact fees.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the subdivision development agreement with specific items contained in Exhibit "E" attached.

FISCAL NOTE

Municipal services and contingencies are accepted with percentages and are included in bond.

RECOMMENDATION

Motion to adopt Resolution No. 2018-_____ a resolution authorizing the Mayor and the City Clerk to sign the subdivision development agreement upon review and acceptance by City Attorney.

Department of Engineering GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION
DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF
RYANWOOD MANOR SUBDIVISION PHASE I

WHEREAS, the Common Council at its regular meeting on September 19, 2017 recommended approval of the subdivision preliminary plat subject to the execution of a Subdivision Development Agreement for Oakwood at Ryan Creek; and

WHEREAS, the development known as Oakwood at Ryan Creek is now known and marketed as Ryanwood Manor; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development of phase 1 of the subdivision known as Ryanwood Manor Subdivision; and

WHEREAS, the developer of the subdivision is willing to proceed with the installation of the improvements provided for in the Subdivision Development Agreement.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Subdivision Development Agreement on behalf of the City with the developer of the subdivision.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Subdivision Development Agreement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2018 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Engineering/GEM

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

RYANWOOD MANOR SUBDIVISION PHASE I

(Formerly know as Oakwood at Ryan Creek)

August 2018

SUBDIVISION DEVELOPMENT AGREEMENT
FOR
RYANWOOD MANOR SUBDIVISION PHASE I
(FKA Oakwood at Ryan Creek)

ARTICLES OF AGREEMENT made and entered into this _____ day of _____ 2018, by and between Oakwood at Ryan Creek LLC, a Wisconsin Corporation, hereinafter called the "Subdivider" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Subdivider desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Subdivision") The Subdivision will be called Ryanwood Manor. The previous name was Oakwood at Ryan Creek and moving forward they are one in the same, and for that purpose cause the installation of certain public improvements, hereinafter described in this agreement and the exhibits hereto (the "Improvements"), and

WHEREAS, Sections 236.13(2)(a), 236.13(2)(b) and 236.13(2)(c), Wis. Stats. and Chapter 15-9.0300 of the City of Franklin Municipal Code, provide that as a condition of approving the Subdivision, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the Planned Subdivision Development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Financial Guarantee approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time, and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Subdivision and normally there would be a considerable delay in the installation of the Improvements unless this Agreement is entered into by the parties, and

WHEREAS, the City believes that the orderly planned Subdivision of the Subdivision will best promote the health, safety and general welfare of the community, and hence is willing to approve the Subdivision provided the Subdivider proceed with the installation of the Improvements in the Subdivision, on the terms and conditions set forth in this Agreement and the exhibits attached hereto.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The legal description of the Subdivision is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Subdivider shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Subdivider shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".
4. The full cost of the Improvements will include all labor, equipment, and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is TWO MILLION, ONEHUNDRED SIXTY-NINE THOUSAND, FIVEHUNDRED FIFTY-NINE and 00/100 Dollars as itemized in attached Exhibit "D".

5. To ensure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider shall file with the City a Financial Guarantee (the "Financial Guarantee" which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Subdivider) in the initial amount of \$2,169,559.00, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee shall may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Subdivider has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Subdivider shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5, except as set forth under Paragraph 13 below.
6. In the event the Subdivider fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Subdivider, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Subdivider, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13 below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Subdivision. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Subdivider. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7. The following special provisions shall apply:
- (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
 - (c) Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.

- (d) To the extent necessary to accommodate public utilities easements on the Development easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. All utilities shall be underground except for any existing utility poles/lines.
 - (e) The curb face to curb face width of the roads in the Subdivision shall be as determined by the City Engineer.
 - (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Subdivider to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.
8. The Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Subdivider. The Subdivider's obligations under this Paragraph 8, as to any improvement, terminates upon acceptance of that improvement by the City.
9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Subdivision, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Subdivider or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Subdivider shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Subdivider promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12 below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
- (a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider,
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors,
 - (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period,
 - (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance, or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.

12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Subdivider hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City.
14. (a) The Subdivider shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14 and has filed certificates thereof with the City:

(1) COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE - Coverage shall protect the Subdivider and all subcontractors retained by the Subdivider during the Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Subdivider or by any subcontractor retained by the Subdivider or by anyone directly or indirectly employed by either the Subdivider or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14(a)(1) and Paragraph 14(a)(2). The amounts of such insurance coverage shall be as follows:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence \$1,000,000 Aggregate
Property Damage	\$500,000 Per Occurrence \$500,000 Aggregate

(2) COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE - Insurance coverage for the operation of owned, hired and non-owned motor vehicles shall be in the following amounts:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence
Property Damage	\$500,000 Per Occurrence

- (b) The Subdivider shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.
15. The Subdivider shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.

16. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of Sections 236.13(2)(a), 236.13(2)(b), and 236.13(2)(c) Wis. Stats.
18. Penalties for Subdivider's failure to perform any or all parts of this Agreement shall be in accordance with Section 21.40 of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Subdivider's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Subdivider shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Subdivider remains liable hereunder.

[The remainder of this page is intentionally left blank. Signatures are on the following page.]

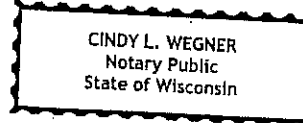
WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said parties of the second party have caused these presents to be duly executed by Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF: Oakwood at Ryan Creek LLC,
(a Wisconsin Corporation)

By: [Signature]
Name: Steve DeCleene
[Managing Member]

Party of the First Part

STATE OF WISCONSIN) ss.
Waukesha COUNTY)



Personally came before me this 30th (day) of October, 20 18, the above named Steve DeCleene of Oakwood at Ryan Creek LLC acknowledged that he executed the foregoing instrument as such officer as the deed of said Oakwood at Ryan Creek, LLC by its authority.

or

This instrument was acknowledged before me on 10/30/18 (date) by Cindy L. Wegner (name).

Cindy L. Wegner
Notary Public, Waukesha County, WI
My commission expires: 8/21/22

CITY OF FRANKLIN

By: _____
Name: Stephan R. Olson
Title: Mayor

COUNTERSIGNED:

By: _____
Name: Sandra L. Wesolowski
Title: City Clerk

Parties of the Second Part

STATE OF WISCONSIN) ss.
MILWAUKEE COUNTY)

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

Notary Public, Milwaukee County, WI
My commission expires: _____

This instrument was drafted by the City Engineer for the City of Franklin

Form approved:

Jesse Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
RYANWOOD MANOR SUBDIVISION PHASE I
(FKA Oakwood at Ryan Creek)**

Exhibit A	Legal Description of Subdivision
Exhibit B	General Description of Required Subdivision Improvements
Exhibit C	General Subdivision Requirements
Exhibit D	Estimated Improvement Costs
Exhibit E	Additional Subdivision Requirements
Exhibit F	Construction Specifications

F-8

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
RYANWOOD MANOR SUBDIVISION PHASE I
(FKA Oakwood at Ryan Creek)

LEGAL DESCRIPTION OF SUBDIVISION

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
RYANWOOD MANOR SUBDIVISION PHASE I
(FKA Oakwood at Ryan Creek)

<p>GENERAL DESCRIPTION OF REQUIRED SUBDIVISION IMPROVEMENTS</p>

Description of improvements required to be installed to develop OAKWOOD AT RYAN CREEK
SUBDIVISION PHASE I.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Subdivider in lieu of special assessments.
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Subdivider in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Subdivision.
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements
(Refer to additional sheets for concise breakdown)

- | | | |
|----|---|----|
| 1. | Grading of all lots and blocks within the Subdivision in conformance with the approved grading plan. | *S |
| 2. | Grading of the streets within the Subdivision in accordance with the established street grades and the City approved street cross-section and specifications. | *S |
| 3. | Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. | *S |
| 4. | Sanitary sewer main and appurtenances in the streets and/or easement in the Subdivision, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Subdivision and drainage area. | *S |
| 5. | Laterals and appurtenances from sanitary sewer main to each lot line; one for each lot as determined by the City. | *S |
| 6. | Water main and fittings in the streets and/or easement in the Subdivision, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Subdivision and service area. | *S |
| 7. | Laterals and appurtenances from water main to the street line; one for each lot, as determined by the City Engineer together with curb stop as specified by the City. | *S |
| 8. | Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. | *S |
| 9. | Paved streets with curb and gutter in the Subdivision to the approved grade and in accordance with the City specifications. | *S |

- | | | |
|-----|---|--------|
| 10. | Concrete sidewalks in the Subdivision to the approved grade and in accordance with the City specifications. | *S |
| 11. | Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Subdivision as approved by the City. | *S |
| 12. | Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City. | (N.A.) |
| 13. | Street trees. | *C |
| 14. | Protective fencing adjacent to pedestrian ways, etc. | (N.A.) |
| 15. | Engineering, planning and administration services as approved. | *S |
| 16. | Drainage system as determined and/or approved by the City to adequately drain the surface water from the Subdivision and drainage basin area in accordance with the master drainage plan and/or approved system plan. | *S |
| 17. | Street lighting and appurtenances along the street right-of-way as determined by the City. | *C |
| 18. | Street signs including regulatory signs identifying the Subdivision street in such locations and such size and design as determined by the City. | *C |
| 19. | Title evidence on all conveyances. | *S |

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
RYANWOOD MANOR SUBDIVISION PHASE I
(FKA Oakwood at Ryan Creek)

GENERAL SUBDIVISION REQUIREMENTS

I. GENERAL

- A. The Subdivider shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all City specifications and ordinances.
- C. The entire Subdivision as proposed shall be recorded.

II. LOT SIZE AND UNIT SIZE

- A. Lots
 - 1. All lots shall be as shown on the final approved plat.
- B. Units
 - 1. The minimum area of any living unit built in the project shall be as specified in the Franklin Zoning Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement.

III. WATER SYSTEM

- A. Availability
 - 1. Each and every lot in the Subdivision shall be served by a water main.
 - 2. The Subdivider shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Subdivision as directed by the City Engineer.
 - 3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.
 - 4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both organizations shall have free and unlimited use of the water.
- B. Construction
 - 1. All construction shall be in accordance with the specifications of the City.
 - 2. Inspection of the work shall be at the Subdivider's expense.
 - 3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

- A. Components

Sanitary sewerage service through and within the Subdivision shall be provided. It shall consist of without limitation because of enumeration, sanitary sewer, manholes, appurtenances, laterals, and other appurtenances.

B. Availability

1. Each and every building in the Subdivision shall be served by a sanitary sewer.
2. Laterals shall be laid to the lot line of each and every lot.
3.
 - a) The Subdivider shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Development as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District.
 - b) In the event that adjacent property owners request sewer service prior to the time the sewer extensions are installed to the exterior boundaries of the Development as described in Section IV. B. 3(a), above, the City is hereby granted the right to install said extensions within the Development at the expense of the Subdivider. All costs for installing sewer systems outside of the boundaries of the Development shall be paid by the adjacent property owners upon any special assessment proceedings had by the City or waiver thereof by the adjacent property owners pursuant to §66.62, Wis. Stat. and §14.10 of the Municipal Code.

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Subdivision shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, catch basins, inlets, leads, open swales, retention basins and absorption ponds as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Subdivider's cost.

B. Endwalls

1. Endwalls shall be approved by the City Engineer.
2. Endwalls shall be installed on each and every culvert and at all open ends of storm sewers.

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The aesthetic design of said structures shall be approved by the Architectural Board.
3. The structural design of said structures shall be done by an engineer or architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Subdivider shall be responsible for the storm drainage until it crosses the exterior property line of the Subdivision or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.

2. However, if the Subdivider of the Subdivision will, in the opinion of the City Engineer, cause major problems downstream from the Subdivision which will require special consideration, the Subdivider shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

VI. STREETS

A. Location

1. Streets shall be constructed in such a manner that the centerline of roadway shall be centerline of right-of-way.
2. Streets shall be constructed in each and every road right-of-way platted and shall be built to the exterior lot line of the Subdivision whenever possible except as noted in Exhibit "E".

B. Names

The names of all streets shall be approved by the City Engineer.

C. Construction

1. All streets shall be built in accordance with the specifications on file in the City Engineer's Office.
2. All streets shall be constructed with 8" of stonebase and 4" of A/C binder course prior to Subdivision certification. The 2" A/C surface course shall be installed within 14 months of the binder course of asphalt.

Before the final lift of asphalt can be installed within a Subdivision the Subdivider must make arrangements to repair damaged or failed concrete curb and gutter, concrete walk, asphalt base course or sub-grade. Also, damaged or failed utility appurtenances must be repaired, rebuilt or replaced by the Subdivider's contractor prior to the installation of the final lift of asphalt pavement.

All associated costs with this work will be the responsibility of the Subdivider.

3. The construction shall be inspected by the City or its agent and all fees due to such inspection shall be paid by Subdivider.

D. Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Subdivision shall lie with the Subdivider until:

- a) The plat is recorded, and
- b) The streets have been provisionally approved by the City.

VII. EASEMENTS

A. Drainage

1. All drainage easements dedicated to the public shall be improved as follows:
 - a) Storm sewer or lined invert open channel, unless otherwise agreed upon by the Subdivider and the City.
 - b) Side slopes no steeper than 4:1.

- c) Landscaped in accordance with the Special Use Resolution Landscaping Requirements or, in the case of storm sewer, as directed by the City Engineer.
- 2. Pedestrian
 - a) The pedestrian walks shall be paved with asphalt as required and shall be five (10) feet wide.
 - b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII. PERMITS ISSUED

A. Building Permits

- 1. No building permits shall be issued until:
 - a) The sanitary and storm sewer and water mains have been installed, tested and approved.
 - b) Drainage has been rough graded and approved.
 - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.
 - e) All Subdivision corners, not lot, monuments have been set.
- 2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

B. Occupancy Permits

- 1. No temporary occupancy permits shall be issued until:
 - a) Streets have been paved except for the final lift of asphalt.
 - b) The gas, telephone and electrical services have been installed and are in operation.
 - c) The water system is installed, tested and approved.
 - d) The site is stabilized and all drainage facilities have been re-certified.

IX. DEED RESTRICTIONS

- A. A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this agreement shall be submitted to the City before any permits are issued.
- B. The time of completion of improvements.
 - 1. The Subdivider shall take all action necessary so as to have all the improvements specified in this agreement installed and approved by the City before two years from the date of this agreement.
 - 2. Should the Subdivider fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Subdivider, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Subdivision improvements, a fee equal to two-and-one-fourth percent ($2\frac{1}{4}\%$) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent ($1\frac{3}{4}\%$) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00, and one-and-one-fourth percent ($1\frac{1}{4}\%$) of said cost in excess of \$500,000.00. At the demand of the Subdivider or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Subdivider. Evidence of cost shall be in such detail and form as required by the City Engineer.

B. For the services of testing labs, consulting engineers and other personnel, the Subdivider agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
OAKWOOD AT RYAN CREEK SUBDIVISION PHASE I

ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Subdivider in accordance with Paragraph (4) of this Agreement.

Said costs for the project are estimated to be as follows:

DESCRIPTION	COSTS
Grading (including Erosion Control)	N/A
Sanitary System	\$476,903.00
Water System	\$795,738.00
Storm Sewer System	\$320,273.00
Paving (including sidewalk)	\$560,403.00
Street Trees (70 trees x \$400/Each)	\$28,000.00
Street Lights (3)@ approximately \$5,000	\$15,000.00
Street Signs	\$2,600.00
Underground Electric, Gas and Telephone	N/A
Retention Basin	N/A
Recapture from City for 16" water main Oversize	(\$226,590.00)
SUBTOTAL	\$1,972,327.00
Engineering/Consulting Services	N/A
Municipal Services (7% of Subtotal)	N/A
Contingency Fund (10% of Subtotal)	\$197,232.00
TOTAL:	\$2,169,559.00

Total: Two Million, One Hundred Sixty-Nine Thousand, Five Hundred Fifty-Nine /100 Dollars.

APPROVED BY: _____ Date: _____
Glen E. Morrow, City Engineer

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
RYANWOOD MANOR SUBDIVISION PHASE I
(FKA Oakwood at Ryan Creek)

ADDITIONAL SUBDIVISION REQUIREMENTS
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1. The Subdivider agrees that it shall pay to the City of Franklin the street light installation and underground wiring costs as determined by the WE Energies of non-standard LED oval lights.
2. The Subdivider shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in section 15-8.0204 a-f of the UDO.
3. The Subdivider shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in section 15-8.0203H 1-5 of the UDO.
4. The Subdivider agrees to pay the City for street trees planted by the City on South Creekview Ct., West Schwietzer Street, South Ryan Creek Ct. and South Woodside Ct. at the rate of \$400 per tree with a planting distance between trees of 75 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Subdivider, the Subdivider's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Subdivider shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
8. Prior to commencing site grading, the Subdivider shall submit for approval by the City Engineer erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Subdivider shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.
9. The Subdivider shall preserve the environment features as shown on the natural resource plan and shall install an orange snow fence and silt fence around the environment prior to land disturbing.
10. The Subdivider shall install a 16-inch diameter water main on private lands from the existing water main located in the Park Circle Development and through portions of the Subdivision. The City shall reimburse to the Subdivider the cost of the oversize portion of the installation in the amount of \$226,590.00 payable in five equal annual installments, without interest, beginning the February 15th following the completion of the installation, its placement into operation and the final acceptance of same by the City Engineer. The City also agrees to enter into an agreement with the Subdivider which may reimburse to the Subdivider the cost of the non-oversize portion of the installation based upon the collection of the pro-rated cost for such abutting property owners that connect to the water main on Private land or any oversized water main installed by the Subdivider. The pro-ration shall be upon a front foot basis. Such non-oversize cost reimbursement shall only be made by the City to the

11. Subdivider upon the City's receipt of such pro-rated costs from an abutting property owner within ten years from the final acceptance of the installation by the City Engineer. Such non-oversize cost reimbursement shall not include interest, shall not be made after the expiration of the aforesaid fifteen years and shall in no way be guaranteed by or be an obligation of the City other than to pay to the Subdivider such pro-rated costs if received as aforesaid.
12. City shall reimburse the developer 62% of paved trail cost. Total trail cost is \$40,783.50. Total reimbursement amount is \$25,285.00 and shall be paid to developer in a onetime payment.
13. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
14. The Subdivider shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Subdivider and/or owners association.
15. The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the UDO, prior to recording of the Final Plat. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance of the receiving association (i.e. HOA).
16. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing detention basin and landscaping and entryways. Said document shall be recording after approval by the City Attorney.
17. Construction Requirements:
 - a) Prior to any construction activity on the site, Subdivider shall prepare a gravel surfaced parking area within the boundaries of the site.
 - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from 76th street.
18. The Subdivider shall provide for the connection to the existing 76th street and install any necessary curb and gutter and pavement.

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EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
OAKWOOD AT RYAN CREEK SUBDIVISION PHASE I

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various improvements.

ITEM	SPECIFICATION
Storm & Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Concrete Curb & Gutter	CITY OF FRANKLIN
Streets: Construction	CITY OF FRANKLIN
Materials Asphalt	CITY OF FRANKLIN
Aggregate	CITY OF FRANKLIN
Concrete	CITY OF FRANKLIN
Cross Section	CITY OF FRANKLIN

