

The YouTube channel “City of Franklin WI” will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.
<https://www.youtube.com/c/CityofFranklinWIGov>

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, MARCH 2, 2021 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes of the Regular Common Council Meeting of February 15, 2021.
- D. Hearings.
- E. Organizational Business – Mayoral Appointment of Weed Commissioner – Gene Ninnemann for the Calendar Year 2021.
- F. Letters and Petitions – Letter from Shelley Tessmer Regarding Proposed Dog Park.
- G. Reports and Recommendations:
 - 1. Consent Agenda:
 - (a) Request Common Council Approval to Purchase a Zoll X-Series Cardiac Monitor/Defibrillator from Milwaukee County Office of Emergency Management (OEM) Using Existing State EMS Grant Funding.
 - (b) A Resolution Authorizing Certain Officials to Execute a Holding Tank Agreement with Smart Home Solutions, LLC, 11311 W. Mayers Drive, Tax Key No 799-0026-000.
 - (c) Authorize a Two-Year Agreement with AT&T to Provide Dedicated Internet and Voice Bundle.
 - 2. Request for Spending Authority for the 2021 Civic Celebration Activities.
 - 3. Authorization to Allow the Director of Health Services to Enter into a Contract with Milwaukee County to use the Milwaukee County Sports Complex for a COVID-19 Vaccination Site.
 - 4. A Resolution Conditionally Approving a 2 Lot Certified Survey Map, Being a Redivision of Lot 1 of Certified Survey Map No. 8567, Being a Redivision of Lot 1 of Certified Survey Map No. 8000, Parcel 1 of Certified Survey Map No. 5762, Certified Survey Map No. 377 and Lands in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 8, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (Franklin-Wyndham, LLC, Applicant) (at 7700-7780 South Lovers Lane Road).

5. Unified Development Ordinance Revision and Updates.
6. Establish the Sanitary Sewer User Fee for 2021.
7. Tax Increment District 2020 Results and Projections for Balance of TID Project Plans.
8. A Resolution to Submit a Non-Participating Letter to Wisconsin Department of Transportation for Reconstruction of S. 27th Street Between W. South County Line Road (8-Mile Road) and W. Elm Road for an Estimated Amount of \$950,000.
9. A Resolution to Amend Contract With GRAEF-USA, Inc. to Prepare Modifications to the Building for the Industrial Park Lift Station (10100 S. 60th Street) Replacement for \$19,962.
10. Survey 10570-10961 W. St. Martins Road For Potential Sanitary Sewer Service.
11. A Resolution Authorizing Certain Officials to Execute an Agreement with Olympus Group for Fabrication and Installation of City Banners (Tourism Commission Banners Project).
12. A Resolution Approving an Agreement Between the City of Franklin and the Franklin Tourism Commission Authorizing Franklin Tourism Commission Use of the Franklin Trademark (Logo).
13. An Ordinance to Amend Ordinance 2020-2453, an Ordinance Adopting the 2021 Annual Budgets for the Capital Improvement and Sanitary Sewer Funds to Remove Encumbrance Appropriations for Late Arriving 2020 Expenditures Charged to 2020 Operations.
14. Authorization for a Request for Proposal for Audit and Other Accounting Review Services for the City of Franklin for Fiscal Years 2021 thru 2025 with an Option for Two Additional Years.
15. An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budgets for the General Fund, Capital Outlay, Grant, Debt Service, TID 5, TID 6 and TID 7 to Align COVID-19 Contingency Appropriations with Actual 2020 Expenditures and Other 2020 Budget Adjustments.
16. Authorize an Evaluation to Determine the Feasibility of Establishing a Fiber Network to Access Internet Services for City of Franklin Business Operations, Including the Possibility of Additional Infrastructure to Serve the community at a Cost Not to Exceed \$12,567.
17. Proposal to Develop a Dog Park on Property Located Immediately West of 6855 South 27th Street (Tax Key No. 738-9974-005) and Agreement with The Sigma Group, Inc. for Environmental Consulting Services for a not to Exceed Fee of \$6,600. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to consider the potential acquisition of property to be used for public dog park purposes in the City, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
18. Villas of Franklin (Franklin Oaks Subdivision) Phase III Subdivision Development Agreement public improvements and improvements completion potential agreement with Villa Drive Associates, LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to a Villas of Franklin (Franklin Oaks Subdivision) Phase III Subdivision Development Agreement public improvements and improvements completion potential agreement with Villa Drive Associates, LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Common Council Meeting Agenda

March 2, 2021

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19. Labor Contract Negotiations and Collective Bargaining Strategies. The Common Council may enter closed session pursuant to Wis. Stat. §§ 19.85(1)(c) and (e), to discuss collective bargaining strategy in negotiations with the Franklin Professional Firefighters Association Local 2760 I.A.F.F. and bargaining strategy relating to service levels and staffing for competitive and bargaining reasons and to re-enter open session at the same place thereafter to act on such matters discussed therein as the Common Council deems appropriate.

H. Licenses and Permits.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

**Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website www.franklinwi.gov

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

REMINDERS:

March 4	Plan Commission Meeting	7:00 p.m.
March 16	Common Council Meeting	6:30 p.m.
March 18	Plan Commission Meeting	7:00 p.m.
April 5	Common Council Meeting	6:30 p.m.
April 6	Spring Election	7:00 a.m. to 8:00 p.m.
April 8	Plan Commission Meeting	7:00 p.m.
April 20	Common Council Meeting	6:30 p.m.
April 22	Plan Commission Meeting	7:00 p.m.

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
FEBRUARY 15, 2021
MINUTES

- ROLL CALL A. The regular meeting of the Common Council was held on February 15, 2021 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber and Alderman John R. Nelson. Excused was Alderman Dan Mayer. Also present were Dir. of Administration Peggy Steeno, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

- CITIZEN COMMENT B. Citizen comment period was opened at 6:32 p.m. and closed at 6:40 p.m.

- MINUTES
FEBRUARY 2, 2021 C. Alderman Barber moved to approve the minutes of the regular Common Council Meeting of February 2, 2021 as presented at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried.

- ORGANIZATIONAL
BUSINESS E. Alderman Barber moved to confirm the following Mayoral appointments:
 - 1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Ald. Dist. 2, Tourism Commission for a 1 year term expiring 12/31/2021.
 - 2. Shaun Marefka, 7644 S. Mission Ct., Ald. Dist. 2, Tourism Commission for a 1 year term expiring 12/31/2021.
 - 3. Edward Holpfer, 8058 S. 77nd Street, Ald. Dist. 1, Tourism Commission for a 1 year term expiring 12/31/2021.
 - 4. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5, Tourism Commission for a 1 year term expiring 12/31/2021.

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

- CONSENT AGENDA G.1. Alderman Barber moved to approve the following Consent Agenda items:
 - (a) Approval for the Fire Department to replace 41 portable radios that are at the end of their service life with 41 new APX 8000 dual-band portable radios, at a cost not to exceed \$296,000;
 - (b) Approval for Sewer/Water Utilities to purchase a vehicle and a lawn mower; and

(c) Approval of a Facility Usage/Indemnity Agreement with St. Martin of Tours Parish for use as a polling location on February 16 and April 6, 2021.

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

BENCH
INSTALLATION
ERNIE LAKE PARK

G.2. Alderwoman Hanneman moved to approve and request for up to \$2,000 for materials and labor to install a park bench in honor of Tony Megna's Service to the City in Ernie Lake Park (8000 S. Chapel Hill Dr.). Seconded by Alderman Nelson. All voted Aye; motion carried.

DATA USE
AGREEMENT WITH
MILWAUKEE
COUNTY OFFICE OF
EMERGENCY
MANAGEMENT

G.3. Alderman Dandrea moved to authorize the Director of Health and Human Services to sign the Data Use Agreement with the Office of Emergency Management (OEM) to access the Wisconsin Electronic Disease Surveillance System (WEDSS) and Wisconsin Immunization Registry (WIR) data. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2021-7706
CONDOMINIUM
PLAT 7930-32 S.
68TH ST.

G.4. Alderwoman Hanneman moved to adopt Resolution No. 2021-7706, A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR THE 7930-32 S. 68TH ST. CONDOMINIUMS DEVELOPMENT AT 7930 SOUTH 68TH STREET (RANDALL R. HOLTERMAN, TRUSTEE, RAYMOND AND CAROL HOLTERMAN REVOCABLE TRUST, APPLICANT). Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2021-7707
COMMUNITY FIRE
PIT

G.5. Alderman Nelson moved to adopt Resolution No. 2020-7707, A RESOLUTION AUTHORIZING THE INSTALLATION OF A COMMUNITY FIRE PIT WITH A SURROUNDING STONE CIRCLE AND AN AFFIDAVIT OF CORRECTION TO REDUCE THE STORMWATER DRAINAGE EASEMENT #1 WITHIN OUTLOT 1 OF RYANWOOD MANOR SUBDIVISION LOCATED AT APPROXIMATELY 10116 SOUTH CREEKVIEW COURT (TAX KEY NO. 934-0033-000) (OAKWOOD AT RYAN CREEK, LLC, APPLICANT). Seconded by Alderman Dandrea. All voted Aye; motion carried.

MUNICIPAL
REVENUE
OBLIGATION
PAYMENT

G.6. Alderwoman Wilhelm moved to authorize the payment of a 2021 scheduled \$576,925 municipal revenue obligation payment to TI Investors and to include a \$473,300 prepayment from TID 3. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

LICENSES AND

H.1. Alderman Nelson moved to approve the following:

PERMITS

Grant 2020-2021 Operator licenses to: Heather M. Flores, 8028 S. Wildwood Dr. #202, Oak Creek; Lakshmi Cherukuru, 10524 W. Cortez Cir. Apt. 18, Franklin; Stephanie A Jenson, 3936 E. Morris Ave., Cudahy; Matthew E Kriefall, 9220 S. Oak Creek Ct., Franklin; Kaitlyn J Litow, 10512 W. Cortez Cir. Apt #23, Franklin; Kim M Olszewski, 3015 Statesman Way #202, Franklin; Amie L. Schneider, 7127 W. National Ave., West Allis; Victor J Schwan, 7721 S. Scepter Dr. Apt. 30, Franklin; Paige L. Zimmerman, 7241 S. 92nd St., Franklin; and

Grant Extraordinary Entertainment & Special Event license to Mulligan's Irish Pub & Grill, Brian Francis, for their St Patrick's Day Party on 3/17/2021.

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

VOUCHERS AND
PAYROLL

- I. Alderman Dandrea moved to approve the following: City vouchers with an ending date of February 11, 2021 in the amount of \$2,927,291.40; Payroll dated February 12, 2021 in the amount of \$403,033.75 and payments of the various payroll deductions in the amount of \$256,098.38 plus City matching payments; Estimated payroll dated February 26, 2021 in the amount of \$398,000.00 and payments of the various payroll deductions in the amount of \$438,000, plus City matching payments; Property Tax disbursements with an ending date of February 11, 2021 in the amount of \$12,100,000.00 and Approval to release Bond Trust Services in the amount of \$3,113,837.19. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

MILW. MILKMEN
BASEBALL, LLC,
ROC VENTURES,
LLC AND THE
FRANKLIN
TOURISM COMM.

- G.7. Alderman Barber motioned to enter closed session at 7:50 p.m. pursuant to Wis. Stat. § 19.85 (1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to an agreement by and between Milwaukee Milkmen Baseball, LLC, ROC Ventures, LLC and the Franklin Tourism Commission with regard to naming rights, signage in relation thereto, logo presentation usage and the creation of a tourism entity with regard to the Ballpark Commons Baseball Stadium use, and tourism promotion and tourism development, respectively, and a potential agreement between the City of Franklin and the Franklin Tourism Commission in relation thereto, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 7:35 p.m.

EMPLOYEE
COMPLAINT

- G.8. Alderman Barber moved to enter closed session at 7:35 p.m. pursuant to Wis. Stat. § 19.85 (1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and Wis. Stat. § 19.85 (1)(f) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, to strategize on how to address employee complaint, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 9:13 p.m.

ADJOURNMENT

- J. Alderman Barber moved to adjourn the meeting at 9:14 p.m. Seconded by Alderman Dandrea. All voted Aye; motion carried.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">03-02-21</p>
<p style="text-align: center;">ORGANIZATIONAL BUSINESS</p>	<p style="text-align: center;">Mayoral Appointment of Weed Commissioner</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>E.</i></p>

Mayoral Appointment of Gene Ninnemann as Weed Commissioner at a weed cutting fee of \$90.00 per hour, or other action the Council deems appropriate for the calendar year 2021.

COUNCIL ACTION REQUESTED

Mayoral Appointment of Gene Ninnemann as Weed Commissioner at a weed cutting fee of \$90.00 per hour or other action the Council deems appropriate for the calendar year 2021.

OR

As directed

NINNEMANN TRUCKS & EQUIPMENT LLC
287-27TH STREET
CALEDONIA, WI 53108

City of Franklin
9229 W Loomis Rd.
Franklin, WI 53132
City Clerk Office

February 1, 2021

Dear Sandra Wesolowski

I would once again like to take is time to extend my services with the City of Franklin by continuing to serve as the City's Weed Commissioner/ cutter for the upcoming season of 2021. As always I have enjoyed the privilege to help server the City and its residence and look forward to the opportunity again. The rates for the 2021 season will remain the same at \$90.00 per hour

Sincerely,
Gene Ninnemann

A handwritten signature in black ink that reads "Gene Ninnemann". The signature is written in a cursive style with a large initial "G".

Shelley Tessmer
6809 South 27th Street
Franklin, WI 53132
262-352-8676

F.

February 9, 2021

RE: Superfun(d) Dog Park brings revenue project
Request for Permission

City of Franklin Clerk of Records
For the Common Council
9229 West Loomis Road
Franklin, WI 53132
414-425-7500

CITY OF FRANKLIN
22 FEB '21

Dear Members of the Common Council,

I'm asking you to please consider the below points I've learned during my research as well as to allow experienced consultant's guidance toward your decisions and our future direction for the parcel on 27th Street. I am also requesting permission to apply for grant funds on behalf of the City for project development or to fund the necessary study to assess the land viability should the Council have no desire to assist with costs to secure core answers.

Since your last vote directing staff to look into a land lease and options that could bring Franklin residents their first Dog Park, I've noted the City's current Park business model costs taxpayers money each year. What I've been proposing to the Park Commission is coming together as a recreational income resource for Franklin!

The proposed dormant land near 27th Street deserves detailed consideration. Insight into understanding the future land use as a community resource or a future taxable development parcel is before you. Either "study" outcome could provide a city benefit. Speculations on the reliability of the EPA and DNR's data are high, but I think we can agree, fears should be grounded by viable data. When taking into consideration a consultant study and the below points, a clearer understanding of the highest and best use of the site would be obtained. The study/use may also determine this land is suitable for Dog Park in Franklin!

Low cost, location, and meeting criteria:

I have recently identified a land reuse and development grant that can make this a very cost-effective kick off project. The site is a solution to finding an area with little opposition to increased traffic and barking dogs, which has continued to block a dog park from becoming a reality in Franklin. The site already has fencing and parking; both a huge cost savings to other park ideas, plus there are business partnering opportunities, while supporting surrounding businesses. The site as a dog park does not take land off the tax roll since it has been untaxed for many years. The site meets and exceeds the valuable criteria for a dog park and the criteria of the existing Dog Park in Carmel IN, which include:

1. A sidewalk is available for residents to walk their dog to the park. Currently this ability to walk your dog to a dog park does not exist at other Milwaukee area dog parks
2. An asphalt Parking Lot is available for residents and there is additional asphalt parking available on Sundays when Hobby Lobby is closed, also features currently not at any Dog Park in Milwaukee County.
3. A Noise Impact Study was completed at the Carmel, IN site with 700 barking dogs. The results show traffic noise buffers the noise of barking dogs. This site has 27th Street as a noise buffer.
4. The Carmel, IN Dog Park has commercial retail stores one block away from it, and this site is surrounded by commercial retail stores that will benefit from increased patrons.
5. The Carmel, IN Dog Park has a creek and wetland behind it. This site also has a creek and wetland behind it, creating a very inviting visual backdrop.

Liability and Reuse Design and Review:

Currently, the WI DNR and EPA are behind the land reuse approval by way of the 2005 Consent Order. The documents available have already cleared the site for Reuse as Green Space Correspondence with the WI DNR indicate they would

review specific information or drawings such as any bathroom, shelter, dog runs, etc if placed within the 11.45-acre site to assist with compliance

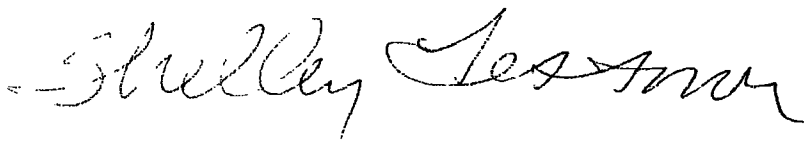
Revenue:

My business plan will follow the existing best practices of the model Dog Park I've been researching, which obtains and supports its annual budget of \$84,000 on just 3 acres. Franklin would have 11.45 acres. 700 members pay a monthly membership with a one year waiting list to gain an entry key fob. To touch on a few items used in developing my business plan, I have received a quote from KEI, studied website information on the successful Carmel site, the new Dog Park in West Allis, and visited as well as photographed the Milwaukee County 26-acre Dog Park.

I challenge the Common Council to join me in research that will bring Franklin what dog lovers have been requesting for years and to turn the Park expense model into a revenue source to lower the burden on our Franklin DPW and the taxpaying residents

Regardless of the direction you decide for its future use, please help stakeholders, staff and residents obtain a comfort level related to compliance needs or the lack of changes needed in reference to the parcel on 27th Street.

Sincerely,



Shelley Tessmer

P.S.

Tom Bloom from EPA said he would help with the conceptual drawings.

THE TRUST *for* PUBLIC LAND

CONSERVING LAND FOR PEOPLE

TURNING BROWNFIELDS INTO PARKS

On once-polluted properties, bold new public spaces deliver the green



Wildcat Dunry

Whether a historical artifact, a giant piece of artwork, or just a way to save money, on demolition Seattle's Gas Works Park has become an icon for a new kind of urban park.

By Peter Harnik and Ryan Donahue

Back in 1975, the rusted pipes and immense corroded tanks of Seattle's Gas Works Park seemed bizarre and incongruous against its verdant lawns. If old factory brownfields were repellent, and green parks were alluring, how could the two ever mate? But the imaginative flash by landscape architect Richard Haag broke that mold, and the reuse of that polluted property gave rise to an icon.

More than three decades later and 2,400 miles away a new icon is emerging in the city of Houston, also on a former brownfield. Twelve-acre Discovery Green is not only restoring ecological life to a blighted area but is also stimulating the kind of downtown redevelopment the city hasn't seen in over half a century. Thirteen months after the park opened in 2008, apartments started renting at One Park Place, a luxury building across the

street—the first downtown high-rise constructed in the city since the 1950s. This summer a 28,000-square-foot grocery store opened, another downtown event not witnessed during most residents' lifetimes.

But the road from Gas Works Park to Discovery Green has been a bumpy one. Despite the existence of hundreds of thousands of urban brownfields—patches of earth contaminated by previous uses—the vast majority have not become parks. In a more common plotline, the demise of an urban factory results in a fenced property that sits vacant for decades and, if lucky, gets rebuilt as some other structure.

When it comes to brownfields, the typical focus is on industrial and commercial reuse of the battered properties. The Gas Works model is different, and its

value is now being proved in Houston. Discovery Green's \$182 million cost has already been far surpassed by the \$500 million of private development in its orbit

This concept—brownfield parks spurring workplaces and residences around the periphery—could become very big in the coming decades. In a few cases it has already worked. Minneapolis, focusing on revitalization of its Mississippi Central Riverfront, removed toxins left from its milling and shipping industries to create Mill Ruins Park. The Minneapolis Park and Recreation Board has calculated that its \$55 million investment in parks in the brownfield-laden area, along with \$150 million in other public improvements, has leveraged \$1.2 billion in private investment

The result: 8,300 jobs preserved and another 1,300 created. The riverfront now boasts 3,000 new residential units, as well as expanded commercial and entertainment space

Orphan brownfields

The large number of orphan brownfields is partly an unintended consequence of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), colloquially known as Superfund. The law gave the U.S. Environmental Protection Agency the authority to respond directly to hazardous waste releases and to force cleanups according to a “strict, retroactive, joint and several” liability system. This structure meant that even parties with peripheral involvement in a site could be burdened with cleanup costs

While the legislation helped clean up a few of the most egregious brownfield sites, it left the bulk of them unused.

Only brownfield properties with extraordinary economic potential—minor contamination combined with a prime location, categorized as Tier I—overcame developers' liability concerns without government assistance. As interest in downtown revitalization grew in the 1990s, and as developers' complaints about harsh brownfield laws sharpened, the EPA began to revise its legal and financial framework, moving more hard-to-remedy Tier II and Tier III properties towards productive uses

The first step, in 1994, was the Brownfields Economic Redevelopment Initiative, which offered grants of up to \$200,000 to communities to facilitate their conversion to economic productivity. A greater change came in 2002

with the Small Business Liability Relief and Brownfields Revitalization Act, which exempted prospective owners from liability and set up a more transparent system for current owners to undertake site inquiry. The law also authorized \$200 million for citywide assessments, site planning, remediation, and revolving loans. It also appropriated funds to establish state programs

To date, the EPA has provided more than \$850 million through 1,895 assessment grants, 279 revolving loan funds, and 752 cleanup grants

Actions at the state level may be more significant. Many states now allow voluntary cleanup programs based on the proposed use of a site. Upon completion and approval of what is known as a “risk-based corrective action,” the landowner receives a “covenant not to sue” or a “no further action” letter, guaranteeing that the state will refrain from future legal action over past contamination.

The new laws, combined with the economic repercussions from the 2008 real estate collapse, appear to be freeing up some of the value that has been frozen in Tier II and Tier III brownfields for years. Particularly significant is the fact that remediation for parks is generally less stringent and less expensive than remediation for housing. (There are, however, some skeptics who claim that state voluntary cleanup programs made too many concessions to developers, and that places where children play should not be held to a lesser standard than residential areas.)

Revolving funds

Today, even some Tier I properties that formerly would have been redeveloped as housing and offices are being turned into parks. This is win-win for the EPA, whose mission includes both remediation of pollution and reduction of land consumption on the urban fringe. (A 2001 study by researchers at the EPA and George Washington University found that, on average, for each acre of urban brownfield land redeveloped, 4.5 acres of outlying green space are preserved.)

There is plenty of data to substantiate the power of parks. In his book, *The Proximate Principle: The Impact of Parks, Open Space and Water Features on Residential Property Values and the Property Tax Base*, Texas A&M University professor John Crompton cites 25 studies that record increased property values around the perimeter of parks.

would be eligible for state funding. The city then tapped into a state remediation fund for \$3.4 million in site assessment and cleanup. The team also secured a \$2.6 million state Green Acres grant for park construction.

For the community, Newark Riverfront Park will represent relaxation and play, but for the city it is designed as an engine for economic development. "There's absolutely no question in anyone's mind" about that, according to Scott Dvorak, AICP, director of The Trust for Public Land's Newark Program. This line of reasoning led the surroundings to be deemed an Urban Enterprise Zone and allowed the city to receive \$15 million from the state to make streetscape and infrastructure improvements around the park.

The development of Newark Riverfront Park will link with a nearby "superblock" of industrial sites, including the historic Ballantine Brewery. Ironbound Community Corporation secured an EPA economic development grant, aiming for green manufacturing, shops, and better pedestrian flows. Community leaders hope that the complex and the park, which should be finished more or less simultaneously, will generate momentum and funding for more work in the area.

Newark is in a game-changing mode now, with an activist mayor, and the new park on the old brownfield is part of its rejuvenation strategy. Newark Riverfront Park is expected to open in the fall of 2012.

Whittier Peninsula

The Whittier Peninsula juts into the Scioto River just south of downtown Columbus, Ohio. It's a 160-acre brownfield with the remains of asphalt and concrete plants, foundries, a cluster of railroad lines, and a massive city automobile impoundment lot. This derelict peninsula near the city center was a symbol and symptom of Columbus's sprawling development pattern.

A new symbol started to evolve in 1998, when the non-profit organization Riverfront Commons launched a Riverfront Vision Plan. It was a sea change in thinking. "We don't have Lake Erie, we don't have mountains, we don't have the ocean," says Larry Peck, deputy director of Columbus and Franklin County Metro Parks, "but we've got beautiful riparian corridors, these big creeks, along with the Olentangy and Scioto rivers."



Whittier Peninsula, Columbus and Franklin County Metro Parks

Who says old asphalt and concrete plants can't be recycled into fun? An artistic rendering of the excavation at the former Columbus, Ohio. Another portion of the site has been converted into a state-of-the-art nature center.

Politics also played a critical role in steering the focus towards downtown Metro Parks, which is funded by both city and county residents, traditionally built nature parks outside the city boundary. As its 10-year property tax levy came up for a vote in 1999, the agency was criticized for not doing enough for city dwellers. Metro Parks recognized that it had to respond to demands for more urban parkland inside the I-270 loop.

The Whittier Peninsula was desirable for two different groups: conservationists, for its bird life, and developers, for infill housing. The initial concept included a nature preserve and up to 2,000 units of affordable housing. Audubon Ohio, which wanted to increase its urban presence, mounted a \$14 million capital campaign for a state-of-the-art nature center. (About \$4 million was underwritten by Grange Insurance, whose headquarters are only a few blocks away.) The handsome center, which opened in 2009, serves 100 schools within a five-mile radius. It expects to draw its 50,000th visitor by the summer of 2012.

The planned residences, however, were squelched by the recession and by the brownfield's geology. Most of the land at Whittier is old industrial fill—about 30 vertical feet of it. To build permanent housing would have required both remediation of the toxics and extensive engineering. Nevertheless, the new park has already spurred redevelopment in the nearby brewery district.

"For Metro Parks this was an investment," explains Peck. "We used funds from the Clean Ohio Fund, which at heart is an economic redevelopment program, and our goal is to make recreation spur jobs and to attract skilled workers by improving quality of life. We think a lot about how this fits into the economy of the city."

Metro Parks stepped outside its traditional nature park design by planning for a peninsula full of facilities: disc golf, two climbing walls, a bouldering course, a BMX course, boat launches, an already popular 2.2-acre dog park, and greenway connections to other trails

The amenities are aimed at attracting young professionals and older affluent baby boomers back into the core. “I can see the park as being absolutely critical to some people’s decision to live there,” says Peck, “and with the Scioto River cleanup, there are even opportunities for canoeing and kayaking.”

Toxic remediation of Scioto Audubon Metro Park has been far less costly than the city had feared. Of the \$13 million already spent on park development, remediation—including demolishing an abandoned factory, abating asbestos, and bringing in two feet of clean fill—has cost \$5.3 million. Further, remediation costs are often inseparable from site preparation costs that would occur anyway. Peck notes that “cleanup” costs included installing new waterlines and developing wetlands.

Discovery Green

The Discovery Green site, on the east end of downtown, had previously been a railway yard and then parking lots for the convention center. The city acquired the lots in 2002 and began planning an entertainment complex. Unexpectedly, a neighboring shopping and office center, which included a popular sliver of green space, was put up for sale.

Realizing that a park could be a powerful anchor for a revitalized neighborhood, a group of philanthropists formed a task force to acquire the entire site. The newly elected mayor, Bill White, jumped on board, agreeing to donate two huge city-owned parking lots and a section of road—a total of 5.5 acres—and to contribute some funds toward the purchase of the rest of the 12-acre site.



David A. Brown

Since its 2008 completion, the site has become a model for Discovery Green. The site has become a model for urban park development, particularly in the downtown area, and is a key part of the city's revitalization efforts.

The group had to stall the purchase until the money could be raised, but by the end of 2004, it had bought the land for \$57 million and a Phase I remediation investigation was undertaken. The philanthropic partnership, which morphed into the Discovery Green Conservancy, decided to remediate the site beyond required levels, removing thousands of tons of contaminated soil rather than just capping it with clean fill. (While it’s known that young children tend to eat dirt, Discovery Green, like most brownfield sites, is capped by two to three feet of clean fill. There are also restrictions on digging or disturbing the earth.)

According to the conservancy’s former executive director, Guy Hagstette, “we wanted a clean site that would provide comfort to parents bringing their kids to play.” Remediation cost \$1.2 million, funded in part by \$500,000 from the seller and \$395,000 from the city.

The nation’s huge brownfield problem took more than a century to create. It may take just as long to repair, but it appears that parks—and the development they engender—will be an ever bigger part of the solution.

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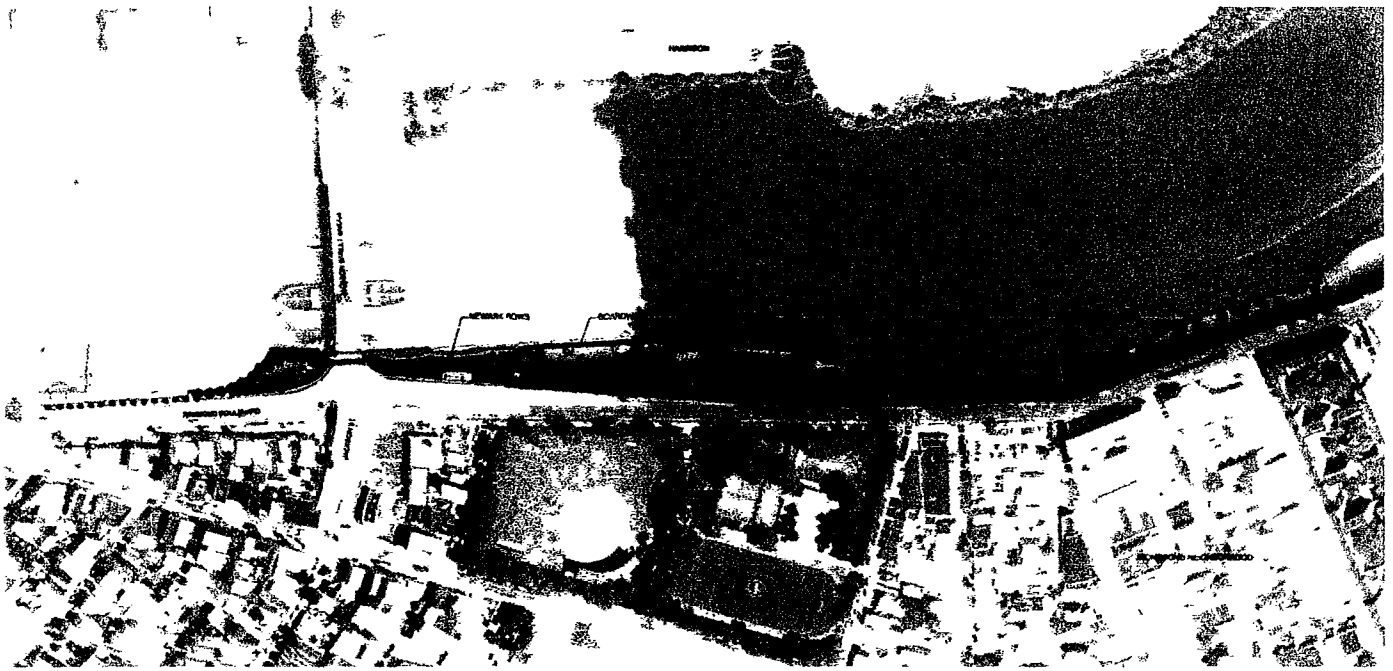
*The Trust for Public Land conserves
land for people to enjoy as parks,
gardens, and other natural places,
ensuring livable communities for
generations to come*

tpl.org

This article originally appeared in the December 2011 issue of *Planning* magazine

Peter Harnik is director of The Trust for Public Land’s Center for City Park Excellence, based in Washington, D.C., and author of *Urban Green: Innovative Parks for Resurgent Cities* (Island Press, 2010)

Ryan Donahue is the center’s research director



Lee Leintraus LA Escape Architecture

Despite having a good park, meaningfully called Riverbank residents in Newark, New Jersey, had no access to the Passaic River for more than a century. This is due to a large urban cleanup, brownfield cleanup and the creation of Riverfront Park, slated to open in late 2012.

In some cases, the economic impact can be measured as far as 2,000 feet away. Removing industrial blight has other impacts: the EPA has documented property value improvements of two to three percent within a one-mile radius of a cleaned up brownfield, even without turning it into a park.

Best is doing both. One study projected that cleaning a brownfield in the Lincoln neighborhood of Kenosha, Wisconsin, would result in a 17 to 62 percent rise in property values, but cleaning it and then turning it into a park would boost home values by 34 percent to 10 percent.

The value of brownfields-to-parks transformations is potentially huge, but these projects are not yet entirely self-sufficient. It is still difficult to secure funding for the early stages of brownfield development—planning, site investigation, and remediation—so those doing the conversions continue to rely on the support of the EPA, states, and in some cases, cities themselves (which can sometimes help out with financial incentives or tax breaks).

Nonprofit organizations such as The Trust for Public Land, Groundwork USA, and the Center for Creative Land Recycling sometimes also catalyze projects by engaging the community and working to fill funding gaps. Trust for Public Land vice president Ernest Cook noted

that his nonprofit works to secure funding “based on the idea that parks provide myriad social, environmental, and economic benefits to the community.”

Ironbound Riverfront Park

Newark, New Jersey, devotes only five percent of its land area to parks (compared with 17.3 percent in neighboring Jersey City and 19.5 percent in New York City, across the Hudson River). This translates to only three acres of parkland for every 1,000 Newark residents. However, for better or worse, Newark does have many brownfields that are suitable for amelioration.

One site is on the Passaic River in Ironbound, a vibrant Brazilian-Portuguese community hemmed in by train tracks, highways, and Newark Liberty International Airport. Ironbound is especially short of green space, and the Ironbound Community Corporation has worked for decades fighting ideas it didn't like (such as a minor league baseball stadium) and promoting what it wanted: more parks. In the last few years the effort finally coalesced. Teaming up with The Trust for Public Land, the city of Newark, and Essex County, the community corporation pressed to turn the parcel into Newark Riverfront Park.

To do so, the team first had to expand an existing nearby brownfields development area to include the site so it

Superfund Redevelopment Initiative

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Community Support at Superfund Sites

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Community support is an important part of the Superfund Redevelopment Initiative. It helps to build trust and confidence between the community and the Superfund Redevelopment Initiative. Community support also helps to ensure that the Superfund Redevelopment Initiative is responsive to the needs of the community.

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Identifies Superfund sites that can benefit from reuse and encourages the community to get involved in the reuse process. A reuse plan is a document that describes the reuse of a Superfund site. It includes information about the site's history, current condition, and potential for reuse. A reuse plan also identifies the community's needs and interests and describes how the Superfund Redevelopment Initiative will address those needs and interests.

Promoting Barriers to Reuse

Steps to remove barriers and encourage the community to get involved in the reuse process.

- Issuing Ready for Reuse (RFR) determinations
- Clarifying site information
- Working with the community to assess reuse potential
- Building partnerships

Community Engagement

Reuse planning enhances community engagement and helps to build trust and confidence between the community and the Superfund Redevelopment Initiative. Community engagement is a process that involves the community in the reuse planning process. It helps to ensure that the Superfund Redevelopment Initiative is responsive to the needs of the community.

Community Health Concerns

Healthcare users at Superfund sites. Providing Access: Restoring Communities (PDF) (2014) (EPA/600/R-14/001) (www.epa.gov/superfund/healthcareusers)

Healthcare Users at Superfund Sites: Providing Access: Restoring Communities (PDF)

Recreation Supporting Healthy Fun Activities



Ready for Reuse

Franklin Recreational Property

6801 S. 27th Street, Franklin, Wisconsin 53132



Site Name: Fadrowski Drum Disposal Superfund Site

Size: Approximately 20 acres

Supported Site Uses: Limited recreational and commercial land uses that will not interfere with the effectiveness of the site's remedy.

Existing Site Infrastructure: All major utilities are available adjacent to the site.

Readiness for Use:

Approximately eight acres on the western edge of the site which is characterized by thick vegetation and steep slopes and approximately 12 capped acres of the site.



Franklin, Wisconsin

The site is located in a commercial area in Franklin, Wisconsin, just outside the Milwaukee city limits.

SETTING:

- The site and its surroundings are zoned for commercial and residential land uses.
- Surrounding land uses are primarily residential with some commercial and light industrial businesses to the south of the site.
- Surrounding population: 0.5 mile, 2,125 people; 2.5 miles, 42,345 people; 4 miles, 110,271 people.

REMEDIAL STATUS:

- Contaminated soils and waste drums were excavated and disposed of off-site.
- Following the removal of contaminated soil, a landfill cap and leachate collection system were constructed on the central portion of the site.
- Monitoring of ground water and leachate is ongoing.

FOR MORE INFORMATION, PLEASE CONTACT

EPA Region 5:

Sheila Sullivan

Remedial Project Manager

77 West Jackson Blvd.

Chicago, Illinois 60604-3507

Phone. (312) 886-5251

Email sullivan.sheila@epa.gov

Site Summary www.epa.gov/region5/superfund/npl/wisconsin/WID980901227.htm

RECEIVED

APR 04 2005

AYRES ASSOCIATES

BEFORE THE
STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

In the Matter of the Alleged)
Disposal of Non-Exempt Solid Waste on) CONSENT ORDER NO. 2004-SEEE-167
Property Currently Owned by Menard, Inc.) FACILITY ID NO. 241376520
Located in the City of Franklin,)
Milwaukee County, WI)

FINDINGS OF FACT, CONCLUSIONS OF LAW AND CONSENT ORDER

FINDINGS OF FACT

For the purposes of this Consent Order only, the following constitutes the Department of Natural Resources's summary of the facts upon which Consent Order No. 2004-SEEE-167 ("this Consent Order") is based. None of the facts related herein shall be considered to be admissions by any party.

1. The unapproved and unlicensed landfill referred to as the Fadrowski Drum Disposal Site ("FDDS") is located at 6865 South 27th Street in the City of Franklin, in the SE ¼, Section 1, T5N, R21E, Milwaukee County, Wisconsin ("the Site"), and has been owned by Menard Inc., 4777 Menard Avenue, Eau Claire, WI 54703-9625, since December 1982, when it purchased the property.
2. The Department of Natural Resources ("the Department" or "WDNR") alleges that hazardous substances were discharged to the environment from the non-exempt solid wastes that were landfilled on the FDDS from 1970 to 1982. Hazardous substance contamination was confirmed in the subsoil on the Site during the Remedial Investigation (RI) and Feasibility Study (FS) that were conducted between April 17, 1987 and May 22, 1991 by Warzyn Engineering Incorporated on behalf of INX International Ink Company (formerly ACME Ink Printing Company of Milwaukee, Wisconsin).
3. The FDDS, City of Franklin, County of Milwaukee, was listed on the Superfund National Priorities List on June 10, 1986.
4. The compounds of concern in the groundwater, surface soil, subsurface soil, surface-water, and sediment at the FDDS that were identified during the Remedial Investigation (RI), and were detected after the Record of Decision (ROD) was issued for the Site on June 10, 1991, are: (a) groundwater - cyanide, chromium, barium, benzene, mercury, iron, manganese and fluoride; (b) surface soil - polynuclear aromatic hydrocarbons (PAHs); (c) subsurface soil - toluene, ethylbenzene and xylenes and other volatile organic compounds (VOCs), PAHs, foundry sand and cyanide; and (d) surface water - cyanide, low levels of ethylbenzene, xylenes, and mercury (although upgradient and downgradient sampling indicated surface water quality was affected by urban runoff); and (e) sediment - acetone, total PAHs, semi-volatile organic compounds (SVOCs), aluminum, barium, beryllium, calcium, lead and magnesium.
5. On June 14, 1993, a declaration of restriction for the FDDS was recorded in the Register of Deeds' office for Milwaukee County. This deed restriction was a component of the remedy specified in the ROD and prohibits certain activities within the fill area on the Site unless prior written approval has been obtained from the U.S. EPA in consultation with the WDNR. These prohibitions include: (a) no consumptive or other use of the groundwater underlying the property; (b) no use of, or activity at, the property that may interfere with the work performed or to be performed under the Consent Decree for the FDDS that was lodged in the United States District Court for the Eastern District of Wisconsin in October, 2000, or any activity which may damage

any RA component contracted for or installed pursuant to the Consent Decree or otherwise impair the effectiveness of any work to be performed pursuant to the Consent Decree, (c) no installation, construction, removal or use of any buildings, wells, pipes, roads, ditches or any other structures on the portion of the property covered by the landfill cap except as approved by the U.S. EPA as consistent with the Consent Decree and Scope of Work ("SOW"); and (d) no residential use of the property.

6. On July 24, 2001, a partial release of the declaration of restriction for the FDDS was signed by EPA, after EPA had determined, based on 11 quarters of monitoring, that no Site-related contaminants had migrated beyond the landfill waste boundary. The partial release involved removing Areas A, B and C from the original restricted Areas (Areas A, B, C and D) so as to encourage redevelopment of the released areas within the vicinity of the FDDS.
7. A reduction in groundwater and leachate monitoring frequency from quarterly to semi-annually was approved in November 2000 by the U.S. EPA in consultation with WDNR after a review of the Two-Year Statistical Groundwater Monitoring Report. Surface water and sediment sampling of the unnamed stream on the FDDS was eliminated in 2000 due to the inability to detect site-related contaminant over a two-year period. The analysis of SVOCs, pesticides and polychlorinated biphenyls (PCBs) was also no longer required.
8. A review of the protectiveness of the remedy that was selected for the FDDS in the ROD is required by the National Contingency Plan because hazardous substances, pollutants and contaminants remain on the Site above levels that allow for unlimited use and unrestricted exposure. This review is required at least once every five years after the start of the Remedial Action (RA), which began on September 7, 1993.
9. PAL and ES exemptions for fluoride, iron and manganese were granted, and Wisconsin Alternative Concentration Limits (WACLs) were approved, under sections NR 140.28 and NR 507.29, by WDNR on July 29, 2003 for the following FDDS groundwater monitoring wells: MW 8CO and MW 9S for fluoride, MW 6COR, MW 6S and MW 7S for iron, MW 6COR, MW 6S, MW 8CO, MW 8D and MW 9S for manganese.
10. In the Second Five-Year Review Report, dated September 2003, U.S. EPA found that, with the establishment of WACLs for iron, manganese and fluoride, the FDDS has been brought into full compliance with the groundwater quality standards in ch. 140, Wis. Adm. Code. U.S. EPA also concluded that the remedy for the FDDS has been executed in accordance with the requirements of the ROD and is protective of human health and the environment in both the short and long term, and the Site poses no risks to the community or environment and meets the technical requirements for deletion from the National Priorities List.
11. In a letter to the Department, dated August 10, 2004, U.S. EPA, Region 5 has agreed that the Department may consider reducing the frequency of groundwater and leachate monitoring at the FDDS from semi-annual to annual monitoring as part of this Consent Order.

CONCLUSIONS OF LAW

It is the Department's position that:

1. Volatile organic compounds, polynuclear aromatic hydrocarbons and the other compounds of concern that have been detected at the Site are "hazardous substances" as defined in s. 292.02 (5), Stats.
2. Menard Inc., as owner of the Site, is in possession and control of hazardous substances that have discharged to the environment and is therefore required, under s. 292.11(3), Stats., to take the

actions necessary to restore the environment to the extent practicable and minimize the harmful effects from the discharge to the air, land or waters of the state

3. Under s. 292.11(7)(c), Stats., the Department has the authority to issue Special Orders to the person possessing or controlling a hazardous substance that is discharged to fulfill the duty imposed by s. 292.11(3), Stats., and chs. NR 700 to 726, Wis. Adm. Code.
4. This Consent Order is necessary to accomplish the purposes of s. 292.11, Stats., and chs NR 700 to 726, Wis. Adm. Code, and is enforceable through prosecution by the Attorney General under ss. 299.95 and 299.97, Stats., and ch. NR 728, Wis. Adm. Code.

CONSENT ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, the Department of Natural Resources therefore orders, and Menard, Inc. agrees, that Menard, Inc. shall do the following:

1. For twenty-two (22) years after the effective date of this Consent Order, or until such time as the Department determines that the following groundwater monitoring or leachate monitoring requirements may be modified or terminated, whichever comes first, Menard, Inc. shall collect and analyze samples from the listed groundwater monitoring wells and other sampling locations as specified in Table 1 and paragraphs 1 (a) to 1 (b) of this Consent Order.

TABLE 1

Monitoring Point	DNR Unique Well # (for GEMS)	Field pH/Temp Color Odor Turbidity	Field Conductivity Alkalinity Hardness COD	Groundwater Elevation Top of casing Depth to Water	VOC Scan (Method 8260 B)	Fluoride Chloride	Iron and Manganese	Metals/ Filtered and Cyanide/ Unfiltered
MW-6COR	L0966 110	A	A	A	A	A	A	May of 2005 & 2007 & in May of every 5 years thereafter
MW-6S	L0967 111	A	A	A	A	A	A	May of 2005 & 2007 & in May of every 5 years thereafter
MW-6D	L0968 112	A	A	A	A	A	A	May of 2005 & 2007 & in May of every 5 years thereafter
MW-7CO	L0969 113	A	A	A	A	A	A	May of 2005 & 2007 & in May of every 5

								years thereafter
MW-7S	L0970 114	A	A	A	A	A	A	May of 2005 & 2007 & in May of every 5 years thereafter
MW-8CO	L0971 115	A	A	A	A	A	A	May of 2005 & 2007 & in May of every 5 years thereafter
MW-8D	L0972 116	A	A	A	A	A	A	May of 2005 & 2007 & in May of every 5 years thereafter
MW-9S	L0973 117	A	A	A	A	A	A	May of 2005 & 2007 & in May of every 5 years thereafter
MW-9D	L0974 118	A	A	A	A	A	A	May of 2005 & 2007 & in May of every 5 years thereafter
LEACHATE	NA 119	A	A	A (Head/Flow Meter)	A	A	A	May of 2005 & 2007 & in May of every 5 years thereafter
SW-UP	NA 120	None	None	None	None	None	None	None
SW-DOWN	NA 121	None	None	None	None	None	None	None

- a. Menard, Inc. shall conduct annual monitoring for the parameters designated in Table 1 by the letter A in May of each year, and metals/filtered and cyanide/unfiltered sampling as indicated in the last column of Table 1, unless the Department requires, or approves of, changes to these monitoring requirements. The Department may require more frequent

monitoring and analysis for additional parameters if the Department determines, based on the results of the groundwater monitoring required in paragraph 1 or other relevant information, that contaminant concentrations appear to be increasing at the FDDS.

- b. The semi-annual monitoring for the parameters designated in Table 1 by the word None that was previously conducted shall be discontinued for now. However, if the Department notifies Menard, Inc. that an adverse impact to aquatic life in the surface waters downstream of the FDDS has been documented, Menard, Inc. shall be given the opportunity to conduct an investigation as to the possible source of contaminants prior to being required to conduct quarterly or semi-annual monitoring of these points for the parameters designated in Table 1 and prior to being required to conduct quarterly or semi-annual monitoring of these points for SVOCs, pesticides, and PCBs if the Department determines that such monitoring is needed.
2. If the Department determines, based on the results of the groundwater monitoring required in paragraph 1 or other relevant information, that contaminants are migrating from the FDDS to off-site areas, the Department shall notify Menard, Inc. of the information that leads the Department to believe that off-site migration has occurred and allow Menard, Inc. an opportunity to review the information and conduct an investigation if they so choose. If the Department determines, based on the results of the investigation, that private well sampling is warranted, Menard, Inc. shall sample the private drinking water wells that are located more than 1200 feet and less than one-half mile, down-gradient of the boundaries of the Site until such time as a public water supply system is extended to this area or until the Department determines that the monitoring of private drinking water wells is no longer required. These samples shall be analyzed for VOCs and metals. Prior to the sampling, the Department shall provide Menard, Inc. with the location and contact information for each private well to be sampled. Menard, Inc. shall be responsible for obtaining written authorization from the property owners allowing access to collect water samples from the private drinking water wells on their property, and Menard, Inc. shall document the attempts to obtain permission. If no written authorization can be obtained after making reasonable attempts to contact the resident, Menard, Inc. shall not be required to sample the private well unless written authorization is obtained. The Department will provide a transmittal letter summarizing the results of the sampling to the owners of the private drinking water wells after Menard, Inc. submits the results of the sampling analysis to the Department.
3. Menard, Inc. shall send the samples that are required to be collected under paragraphs 1 and 2 for analysis to a state certified or registered laboratory that is in compliance with the requirements of ch. NR 149, Wis. Adm. Code.
4. All VOC samples collected at groundwater monitoring wells listed in Table 1 shall be analyzed using U. S. EPA Solid Waste Method 8260B. This method is described in U.S. EPA Document SW-846 "Test Methods for Evaluating Solid Waste," third edition, November 1986, including more recent updates.
5. All VOC samples collected from private drinking water wells, if any, shall be analyzed using U. S. EPA Method 524.2.
6. Menard, Inc. shall report groundwater monitoring data to the Department on an annual basis. These results shall be submitted to the Department in the form of a report and electronically on a 3.5" or 5.25" diskette using a format acceptable to the Department for the Groundwater Environmental Monitoring System (GEMS). The electronic data on a 3.5/5.25" diskette or whatever disk format is acceptable by the Department shall be sent directly to the responsible GEMS staff at the WDNR Central Office, with a copy to the WDNR Regional contact responsible for reviewing the data from the FDDS. This data shall be submitted to the Department within 60 days after the end of the sampling period as required in s. NR 507.26, Wis. Adm. Code.

7. Menard, Inc. shall maintain the cover that has been placed over the consolidated wastes at the FDDS, maintain the leachate collection system, the site access road and, except as provided in paragraph 8, the fencing on the property, and conduct the required environmental monitoring program in compliance with the requirements of the *Operation and Maintenance Plan, Fadrowski Drum Disposal Site, Franklin, Wisconsin*, prepared by Ayres Associates for the Fadrowski Drum Disposal Site Trust, Eau Claire, Wisconsin, September 1995 (as revised in November 1995). Menard, Inc. shall place and maintain no trespassing signs every 200 feet on the chain-linked fence on the fenced portion of the Site.
8. If the Department approves of the installation of pavement, the construction of a building on a concrete slab, or other construction on the portion of the Site where waste remains, through the issuance of an exemption to s. NR 506.085, Wis. Adm. Code, Menard, Inc. and any subsequent property owners will not be required to maintain a fence or no trespassing signs on the developed portion of the Site. However, Menard, Inc. shall install fencing, and provide for maintenance of the fencing, around any undeveloped portions of the Site to restrict public access in order to protect the cover over the consolidated wastes at the Site and to protect public health and safety. Additionally, the Department will cooperate with Menard, Inc. and potential site developers in reviewing site plans to facilitate the redevelopment of the Site. The Department is willing to enter into a new Consent Order with a prospective purchaser or developer on the same terms as in this Consent Order or such other terms as agreed to by the Department consistent with an approved redevelopment plan for the site, if the prospective purchaser or developer is willing to sign such an order. Upon execution of a new consent order, this order shall be terminated.
9. Menard, Inc. shall not permit well installation or operation on the FDDS unless the well installation or operation receives prior approval from the Department.
10. Menard, Inc shall submit to the Department and to U.S. EPA, Region 5 documentation of the sampling required under this Consent Order in accordance with the requirements of s. NR 507.26. The documentation shall include field sampling records, analytical results, and all other environmental monitoring results. Additionally, Menard, Inc. shall continue to submit annual site inspection reports verifying the condition of the cap and site conditions. These reports shall continue to be submitted until the Department determines that no further reports are required or until case closure is obtained.
11. If Menard, Inc. proposes to cease operation of the leachate collection system on the Site, and seek case closure, Menard, Inc. shall submit to the Department a proposed monitoring plan that will be implemented once the leachate collection is stopped in order to determine if leachate collection is no longer necessary. Menard, Inc. shall continue to operate the leachate collection system until the proposed monitoring plan is approved by the Department, and shall restart the leachate collection system if the Department determines, at the conclusion of the approved monitoring, that continued operation of the leachate collection system is required.
12. The Department shall cooperate with Menard, Inc. in seeking termination of the April 1993 Unilateral Administrative Order (UAO) from U.S. EPA.

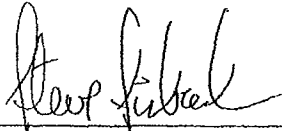
RIGHT TO AMEND OR REPLACE

The Department reserves the right to amend or replace this Consent Order by the issuance of another administrative order if such action is necessary for the protection of public health, safety or welfare.

Dated at Madison, Wisconsin, this 28 day of March, 2005.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

For the Secretary
By:

 3-28-05

Steven Sisbach, Director
Enforcement, Investigations & Emergency Management
Bureau of Law Enforcement

WAIVER

Menard, Inc. hereby waives further notice and its statutory right to demand a hearing regarding the foregoing Findings of Fact, Conclusions of Law and Consent Order and waives any right to challenge this Consent Order in court. This waiver does not apply to any other orders or decisions of the Department issued after the effective date of this Consent Order. Menard, Inc. further Stipulates and agrees that this Consent Order is effective and enforceable under ss 299.95 and 299.97, Stats., on the date that it is signed by the Department.

MENARD, INC.

By: Marv Prochaska
Printed Name:
Title: Vice Pres

3-8-05
Date



DECLARATION OF RESTRICTION ON USE OF REAL PROPERTY

Menard, Inc., the record owner hereby declares and imposes the following restrictions on the real property (also known as the Fadrowski Drum Disposal Site - "FDDS") located in the county of Milwaukee, Franklin, Wisconsin, more particularly described as follows:

A parcel of land located in the southeast one-quarter of Section 1, T5N, R21E, City of Franklin, Milwaukee County, Wisconsin also being part of parcel 2 of Certified Survey Map No. 1316 on Reel Number 540, Image 283 - 285, Document No. 4536489 as recorded in Milwaukee County, Wisconsin. Said Parcel described as follows:

Beginning at the southeast corner of said Parcel 2, CSM #1316;
 thence S 87° 31' 33" W, 320.00 feet;
 thence S 00° 06' 34" W, 125.00 feet;
 thence S 87° 31' 33" W, 1056.00 feet;
 thence N 00° 16' 31" E, 545.42 feet;
 thence N 88° 47' 26" E, 1373.39 feet;
 thence S 00° 06' 34" W, 390.00 feet to the point of beginning;

6778270
 RECORD 16.00

RECITALS

WHEREAS, the United States Environmental Protection Agency (U.S. EPA) has issued a Record of Decision adopting a remedial action plan which requires Remedial Action to be undertaken on the property and institutional controls to assure that the remedy is protective of human health and the environment;

WHEREAS, the United District Court for the Eastern District of Wisconsin has approved a Consent Decree entered into between the United States of America and certain Settling Defendants (in a case styled United States of America v. Acme Printing Ink, Co., et al.) which Consent Decree concerns the remedial actions to be undertaken at the FDDS property. Section V of the Consent Decree and Section II(b) of the Statement of Work ("SOW") attached to the Decree require institutional controls which are necessary to effectuate and protect the Remedial Action pursuant to the Consent Decree at the FDDS and to protect the public health or welfare or the environment at the FDDS site;

6778270

REGISTER'S OFFICE } SS
 Milwaukee County, WI }
 RECORDED AT 10:40 AM

JUN 14 1993 2643 TC
 REEL 3054 IMAGE 2646 TNC

Wm. A. ... REGISTER OF DEEDS

16.00

NOW, THEREFORE, by this instrument there are created, declared and established at the property the following institutional controls and requirements that shall, unless amended, run with the land and remain in full force and effect in perpetuity from the date hereof, irrespective of any sale, conveyance, alienation, or other transfer of any interest or estate in such property.

RESTRICTIONS APPLICABLE TO THE PROPERTY

The following institutional controls and restrictions shall apply to the property described above:

1. There shall be no consumptive or other use of the groundwater underlying the property.
2. There shall be no use of, or activity at, the property that may interfere with the Work performed or to be performed under the Consent Decree at the property, or any activity which may damage any Remedial Action component contracted for or installed pursuant to the Consent Decree or otherwise impair the effectiveness of any Work to be performed pursuant to the Consent Decree.
3. There shall be no installation, construction, removal or use of any buildings, wells, pipes, roads, ditches or any other structures at the portion of the property covered by the landfill cap except as approved by the U.S. EPA as consistent with the Consent Decree and SOW.
4. There shall be no residential use of the property.

The restrictions specified above shall continue in full force and effect in perpetuity, or until such time as the U.S. EPA issues a determination in writing or the court rules either to modify or terminate any of the restrictions in response to a petition from the owner(s) of the property, as provided below.

COPY OF RESTRICTIONS

A copy of these restrictions shall be provided by the owner(s) of the property to all successors, assigns and transferees of the property.

PETITION TO MODIFY OR TERMINATE DEED RESTRICTIONS

After all Work, as defined in the Consent Decree and SOW, has been completed, the owner(s) of the property may petition the Regional Administrator of the U.S. EPA, Region V, or his delegate, to modify or terminate any of the deed restrictions. Any petition for modification or termination shall state the specific provision sought to be modified or terminated and any proposed additional uses of the property. No proposed modifications or terminations may be inconsistent with the Consent Decree and SOW.

The property owner(s) shall provide to the Settling Defendants a copy of any petition for modification or termination of deed restrictions submitted to the U.S. EPA. Any Settling Defendant may object to the proposed use of the property on the grounds that such use is not consistent with the Consent Decree or the SOW, or may result in exceedances of groundwater Cleanup Standards set forth in the Consent Decree and SOW. Any Settling Defendant so objecting shall notify the owner(s) of the property, the U.S. EPA, and the State of Wisconsin in writing, within thirty (30) days of receipt of the petition. The Regional Administrator or his delegate may allow or deny the petition for modification or termination in whole or in part. Any dispute as to the Regional Administrator's or his delegate's determination is subject to Section XX (Dispute Resolution) of the Consent Decree.

SEVERABILITY

If any provision of this Declaration of Restriction On Use of Real Property is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

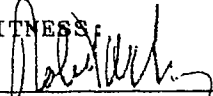
CONFLICT OF LAWS


If any provision of this Declaration of Restriction On Use of Real Property is the subject of any law or regulation established by any federal, state or local government, the more restrictive of the two standards shall prevail.

No provision of this Declaration of Restriction On Use of Real Property shall be construed so as to violate any applicable zoning laws, regulations or ordinances. If any such conflict does arise, the applicable zoning laws, regulations or ordinances shall prevail, unless they are inconsistent with CERCLA.


The undersigned person executing this Declaration of Restrictions On Use of Real Property on behalf of the owner(s) of the property represents and certifies that he is duly authorized and has been fully empowered to execute this Declaration.

IN WITNESS WHEREOF, the owner of this property has caused this Declaration of Restrictions On Use of Real Property to be executed on this 2nd day of June, 1992.

WITNESS:


Robert W. Corey


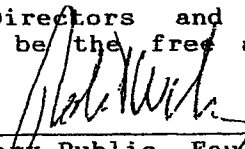
Paul H. Mahler

MENARD, INC.
by: 

Marv Prochaska
Vice-President

STATE OF WISCONSIN)
)ss.
COUNTY OF EAU CLAIRE)

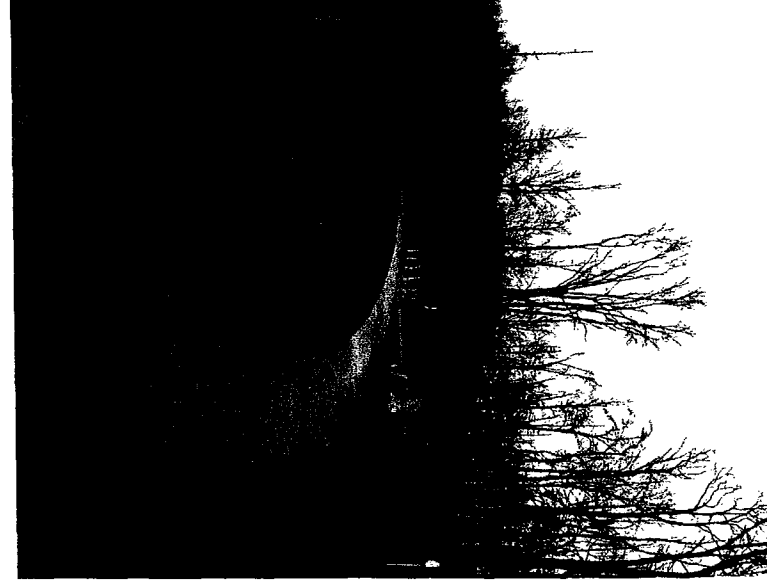
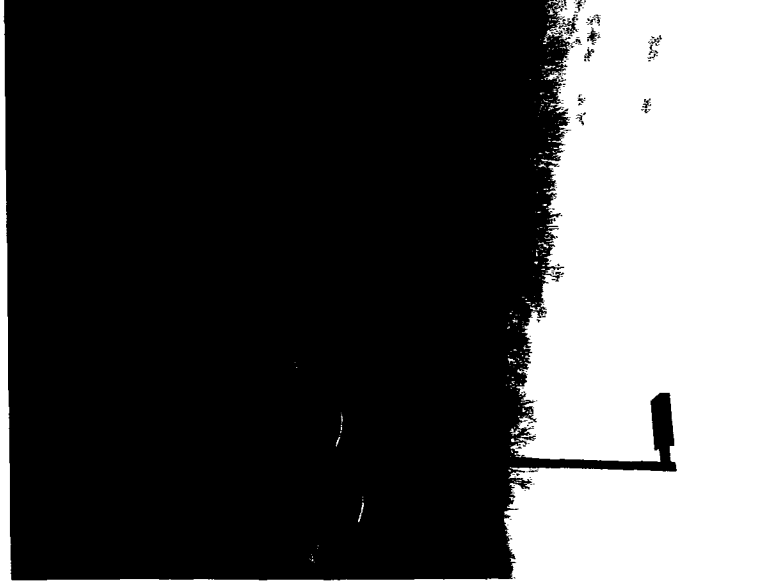
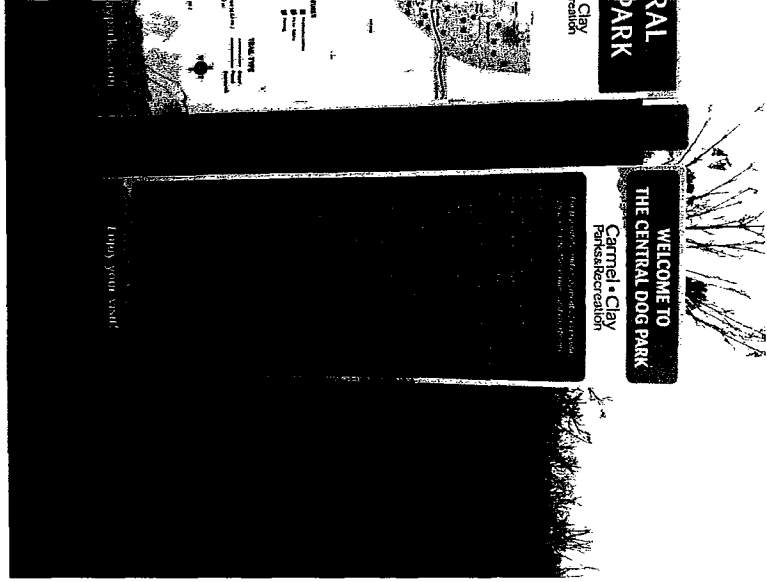
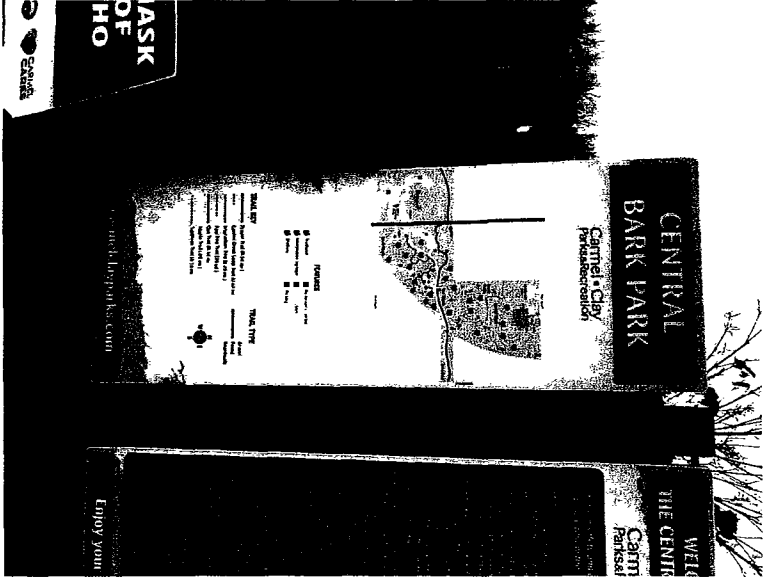
On this 2nd day of June, 1993, before me a Notary Public within and for this County and State, personally appeared Marv Prochaska to me personally known, who, being by me duly sworn did say that he is the Vice President of Menard, Inc., the corporation named in the foregoing instrument, and that this instrument was signed and sealed in behalf of the corporation by authority of its Board of Directors and Marv Prochaska acknowledged this instrument to be the free act and deed of Menard, Inc.

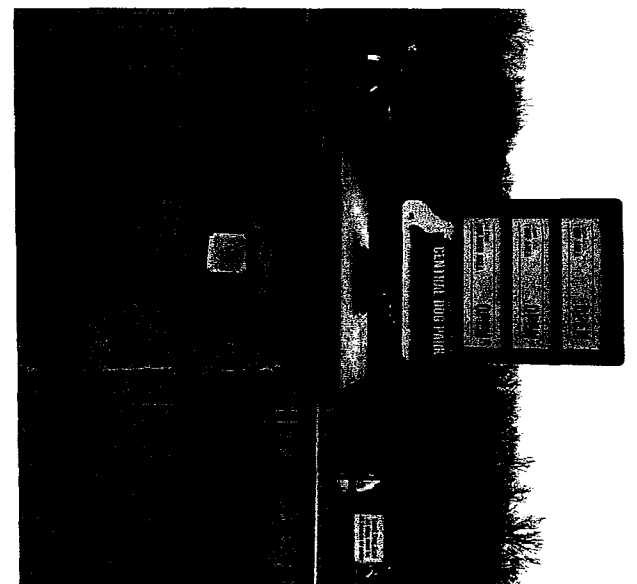
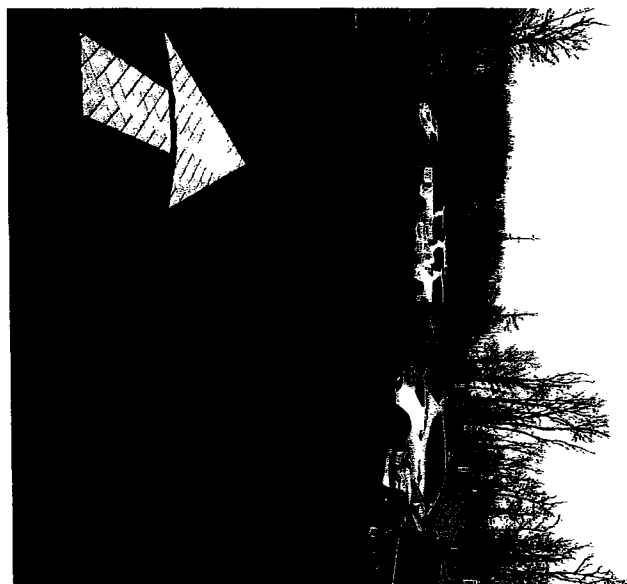
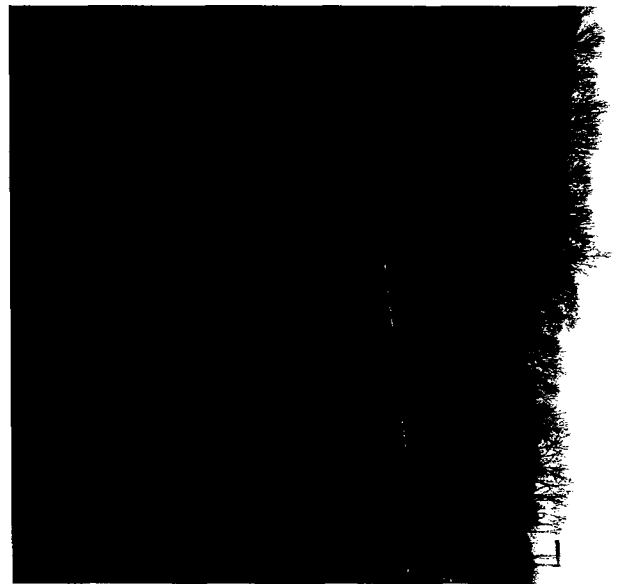


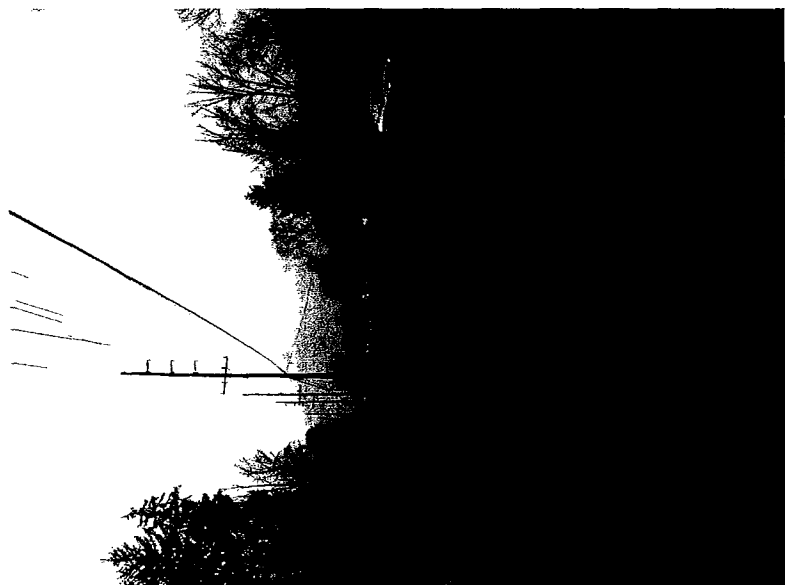
Notary Public, Eau Claire County
My Commission is permanent.

THIS INSTRUMENT DRAFTED BY: AND AFTER RECORDING IS TO BE RETURNED TO:
Robert W. Corey, Attorney
5136 Old Mill Center
Eau Claire, WI 54703

Carmel IN Dog Park Model







Oak Creek Dog Park







<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;"><i>3/02/2021</i></p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Request Common Council Approval to Purchase a Zoll X-Series Cardiac Monitor/Defibrillator from Milwaukee County Office of Emergency Management (OEM) using existing State EMS grant funding.</p>	<p>ITEM NUMBER</p> <p style="text-align: center;"><i>G.1.(a)</i></p>

The Milwaukee County Office of Emergency Management (OEM) purchased new Zoll Cardiac Monitor/Defibrillators for all existing Milwaukee County paramedic units in early 2020. All three front-line Franklin ambulances received new monitors, as did Engine 111, which, due to 100% paramedic staffing, OEM considers a non-transporting paramedic unit. OEM did not immediately collect the older monitors, and FFD had been utilizing one of them on Engine 113, meaning that all five of the department's staffed apparatus have full 12-lead ECG and capnography capability, in addition to simply an automatic defibrillator.

OEM is now offering municipalities the option to purchase the older defibrillator/monitors. Franklin's monitors have been maintained and well-cared for, and likely have several years of useful service left in them. Engine 113 is staffed with at least one paramedic 100% of the time, and at times may be on scene for several minutes before a transporting paramedic ambulance arrives, so it makes good sense to maintain this advanced capability.

Cost of the monitor is \$10,222, compared to the approximately \$45,000 cost of each new monitor. The Department receives modest annual grant funding from the state to supplement EMS training and operations, and has enough of this funding escrowed and available to fully fund the monitor purchase. This is a very cost-effective means of maximizing the department's capacity to provide the very best patient care.

COUNCIL ACTION REQUESTED

Motion to approve Fire Department purchase of a Zoll X-Series Cardiac Monitor/Defibrillator from Milwaukee County Office of Emergency Management at a cost of \$10,222, using existing State EMS grant funding appropriation.

Adam Remington

Subject: FW: Zoll Purchase

From: Pojar, Dan [<mailto:Dan.Pojar@milwaukeecountywi.gov>]
Sent: Thursday, February 11, 2021 11:08 AM
To: Adam Remington
Cc: Shannon Anthoine; Catherine Heder
Subject: RE: Zoll Purchase

Chief,

The cost would be \$10,222. Another option would be to deduct it from the FD quarterly payment (I think the county would prefer that). Let me know if you need anything else. Thank you.

Dan Pojar, BSEMS, FP-C, NRP
EMS Division Director
Office of Emergency Management
633 W Wisconsin Ave, Suite 700, Milwaukee, WI 53203
O (414) 226-7354 | **M (414) 374-3837** | F (414) 369-6696
dan.pojar@milwaukeecountywi.gov

This communication and any attachment(s) may include information that is protected from disclosure under the Freedom of Information Act, 5 U.S.C. § 552, or excepted from disclosure under the Wisconsin Public Records Law, Wis. Stat. §§ 19.31-19.39



This message is intended for the sole use of the individual and entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee nor authorized to receive for the intended addressee you are hereby notified that you may not use the message or any information contained in the message. If you have received this message in error please immediately advise the sender by reply e-mail and delete the message.

From: Adam Remington <ARemington@franklinwi.gov>
Sent: Thursday, February 11, 2021 9:42 AM
To: Pojar, Dan <Dan.Pojar@milwaukeecountywi.gov>
Cc: Shannon Anthoine <SAnthoine@franklinwi.gov>; Catherine Heder <CHeder@franklinwi.gov>
Subject: Zoll Purchase

mail originated from outside of Milwaukee County. Use the Phish Alert Report button to have IMSD review this message if you think it is suspicious.

Dan,

We plan to purchase one of the older Zoll models that we have had in service on our PFR Engine 113. Is it possible to get something in writing as to the cost, so I can enter it as a purchase order and start the financial process with City admin.?

Adam J. Remington

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>March 2, 2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A HOLDING TANK AGREEMENT WITH SMART HOME SOLUTIONS, LLC 11311 W. MAYERS DRIVE TAX KEY NO 799-0026-000</p>	<p>ITEM NUMBER</p> <p><i>G. 1. (6)</i></p>

Attached is a resolution authorizing execution of an agreement for a Holding Tank with Smart Home Solutions, LLC, 11311 W. Mayers Drive (Tax Key No. 799-0026-000), recommended for Common Council adoption.

COUNCIL ACTION REQUESTED

Motion adopting Resolution No. 2021-_____, authorizing execution of an agreement for a Holding Tank with Smart Home Solutions, LLC, 11311 W. Mayers Drive, (Tax Key No. 799-0026-000).

RESOLUTION NO. 2021-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE
A HOLDING TANK AGREEMENT WITH SMART HOME SOLUTIONS, LLC
11311 W. MAYERS DRIVE
TAX KEY NO. 799-0026-000

WHEREAS, the State of Wisconsin required Smart Home Solutions, LLC, 11311 W. Mayers Drive, (Tax Key No. 799-0026-000) to install a Holding Tank for sewage purposes on said property located in the City of Franklin, and

WHEREAS, it is in the best interests of the City of Franklin and the State of Wisconsin to guarantee that said Holding Tank be properly operated for the protection of the health and welfare of the citizens of the City of Franklin, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that a Holding Tank agreement be executed by the Mayor and City Clerk with Smart Home Solutions, LLC, 11311 W Mayers Drive (Tax Key No. 799-0026-000) and that said agreement be kept on file.

BE IT FURTHER RESOLVED that the City Clerk is instructed to record said Holding Tank agreement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this 2nd day of March, 2021, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 2nd day of March, 2021.

APPROVED:

Steve Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

PLEASE PRINT CLEARLY

JOB ADDRESS 11311 W Mayer's Drive	SUITE or UNIT #	PROPERTY OWNER / OCCUPANT'S NAME Smart Home Solutions
PLUMBERS BUSINESS NAME Herr Construction	PHONE NO 262-968-2550	MAILING ADDRESS PO BOX 242442
MAILING ADDRESS 515 W 33670 Wolf Rd	FAX NO 262-968-5394	CITY / STATE / ZIP Milwaukee, WI 53224
CITY / STATE / ZIP Oconomowoc, WI 53066	PHONE NO 414-550-2033 - Dina	DESCRIPTION OF WORK (Required) installing a holding tank & abandon septic tank
EMAIL ADDRESS todd@herrcorp.com	MASTER PLUMBER NAME Todd Stair	MASTER PLUMBERS LICENSE # 227608

CLASS OF WORK	<input type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> ADDITION	<input type="checkbox"/> ALTERATION
USE OF PROPERTY	<input checked="" type="checkbox"/> 1 OR 2 FAMILY	<input type="checkbox"/> MULTI-FAMILY	<input type="checkbox"/> COMMERCIAL

Sanitary / Storm / Water laterals or private mains (includes first inspection and test)		
Sanitary Outside New connection to Public Main (Must contact Water Department 414-421-2613)		\$75 00 each
Outside From public main or curb to termination at building # of Feet _____		\$75 00 each 100 L F or fraction thereof
Inside Sanitary Building Drain System # of Feet _____		\$75 00 each 100 L F or fraction thereof
Catch Basin / Site Drain # _____		\$50 00 each
Repair or Terminate System		\$75 00 each
Storm Sewer Outside New Connection to Public Main (MUST Contact Dept of Public Works 414-425-2592)		\$75 00 each
Outside From public main or curb to termination at building and any other on site piping # of ft _____		\$75 00 each 100 L F or fraction thereof
Inside Storm Building Drain System # of Feet _____		\$75 00 each 100 L F or fraction thereof
Catch Basin <input type="checkbox"/> Parking Lot <input type="checkbox"/> Garage # _____		\$50 00 each
Catch Basin <input type="checkbox"/> Yard Type # _____		\$25 00 each
Repair or Terminate System		\$75 00 each
Water Outside New connection to Public Main (Must contact Water Department 414-421-2613)		\$75 00 each
Outside From public main or curb, to termination at building # of Feet _____		\$75.00 each 100 L F or fraction thereof
Repair or terminate System		\$75.00 each
Street Cut (Provide Slurry Mix Backfill) (MUST Contact Dept of Public Works 414-425-2592)		\$500 per cut
Mound System		\$400 00
<input type="checkbox"/> Septic System <input checked="" type="checkbox"/> Holding Tanks <input type="checkbox"/> Private Sewage System Rehabilitation Program		\$300 00 each
GROUNDWATER Fees for POWTS Separate Check payable to Industry Services Division <input checked="" type="checkbox"/> Enclosed		\$100 00
POWTS on site soils verification - Call Office		\$250 00
Replacement of building water piping, sewer piping, etc.		\$60 00
Irrigation system registration (lawn sprinklers): Submit location plans approved by Engineering Department		\$30 00
Check valve, backflow protection device [for irrigation or commercial cross connection type] # _____		\$50 00 each
Well Operating Permits (5 Year Permit): <input type="checkbox"/> New <input type="checkbox"/> Renewal		<input type="checkbox"/> \$60 00 New <input type="checkbox"/> \$75.00 Renewal
<input type="checkbox"/> Well Abandonment <input checked="" type="checkbox"/> Septic Tank Abandonment		\$75 00 each
Fire Protection Sprinkler - Main Connection In Building # of connections _____		\$60 00 each connection
Multi-purpose piping systems (Plan review and inspections)		\$150 00
Plan Review for residential water piping sizing (required for 3 or more FULL bathrooms)		\$35 00
Plan Review for Private Onsite Waste Treatment Systems		\$200 00
Fixture Fee (New, Remodeled and/or capped) # of fixtures checked (Page 2) _____		\$15 00 per fixture
(See Page 2 for OTHER FEES that may apply)		
		Subtotal.
EXCEPT for A REPLACEMENT ONLY of an Item as listed below		MINIMUM FEE \$60.00
REPLACEMENTS <input type="checkbox"/> Single Fixture <input type="checkbox"/> Dishwasher <input type="checkbox"/> Gas Water Heater <input type="checkbox"/> Electric Water Heater <input type="checkbox"/> Water Softener		\$30 00 each
TECHNOLOGY FEE: Permit less than \$100 <input type="checkbox"/> \$4.00 Permit is greater than or equal to \$100 <input type="checkbox"/> \$7.00		\$4 or \$7
PLUMBING PERMIT (Checks payable to City of Franklin) TOTAL FEE.		382.00

Todd Stair
 CONTRACTOR'S SIGNATURE

2-17-2021
 DATE

CALL (414) 425-0084 TO SCHEDULE INSPECTIONS 24 HOURS NOTICE REQUIRED

Total checks rec'd \$482.00

CITY OF FRANKLIN

Holding Tank Agreement

Document No./Plan Identification No.	This agreement is made between the governmental unit and holding tank owner(s)
Agreement Date Feb. 17, 2021	
Governmental Unit City of Franklin	Holding Tank Owner(s) SMART HOME SOLUTIONS LLC

We acknowledge that application is being made for the installation of (a) holding tank(s) on the following property: Provide legal land description)

Lot Fourteen (14), in Block One (1), in Florentine Manor, being a Subdivision of a part of the West One-half (1/2) of the Northeast One-quarter (1/4) of Section Eighteen (18), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin.

or that continued used of the existing premises requires that a holding tank be installed on the property for the purpose of proper containment of sewage. Also, the property cannot now be served by a municipal sewer, or any other type of private sewage system as permitted under Ch. DSPS 383, Wis. Adm Code, or Ch. 145.Stats.

As an inducement to the CITY OF FRANKLIN to issue a sanitary permit for the above described property we agree to do the following:

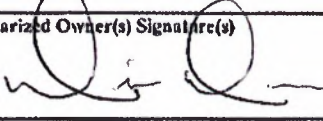
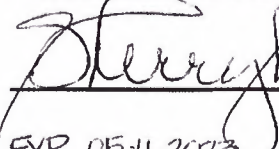
- Owner agrees to conform to all applicable requirements of Ch DSPS 383, Wis., Adm. Code relating to holding tanks. If the owner fails to have the holding tank properly serviced in response to orders issued by the governmental unit to prevent or abate a human health hazard as described in s. 254.59, Stats., the governmental unit may enter upon the property and service the tank or cause to have the tank to be serviced and charge the owner by placing the charges on the tax bill as a special assessment for current services rendered. The charges will be assessed as prescribed by s. 66.60, Stats.
- The owner agrees, pursuant to s. DSPS 383.54, Wis. Adm. Code, to have a water meter installed in a new building or new structure. The water meter shall be installed by a plumber authorized by the State to conduct such installations, with said installation complying with State regulations and manufacturers specifications. The owner agrees to be financially responsible for the purchase, installation, maintenance, and repair of the water meter, and agrees to allow the governmental unit to enter the above described property on a regular basis to read and/or inspect the water meter.
- Owner agrees to pay all charges and costs incurred by the governmental unit for inspection, pumping, hauling, or otherwise servicing and maintaining the holding tank in such a manner as to prevent or abate any human health hazard caused by the holding tank. The governmental unit shall notify the owner of any costs which shall be paid the owner within thirty (30) days from the date to notice. In the event the owner does not pay the costs within thirty (30) days, the owner specifically agrees that all the costs and charges may be placed on the tax roll as a special assessment for the abatement of a human health hazard, and the tax shall be collected as provided by law.
- The owner, except as provided by s. 146.20 (3) (d), Stats., agrees to contract with a person who is licensed under Ch. NR 113, Wis. Adm. Code, to have the holding tank serviced and to file a copy of the contract or the owner's registration with the governmental unit. The owner further agrees to file a copy of any changes to the service contract, or a copy of a new service contract, with the governmental unit within ten (10) business days from the date of change to the service contract.
- The owner agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code, who shall submit to the governmental unit and the county on a semiannual basis a report in accordance with s. DSPS 383.55, Wis. Adm. Code, for the servicing of the holding tank. In the case of registration under s. 146.20 (3) (d), Stats., the owner shall submit the report to the governmental unit and the county. The governmental unit or county may enter upon the property to investigate the condition of the holding tank when pumping reports and meter readings may indicate that the holding tank is not being properly maintained.
- This agreement will remain in effect only until the governmental unit responsible for the regulation of private sewage systems certifies that the property is served by either a municipal sewer or a soil absorption system that complies with Ch. DSPS 383, Wis. Adm. Code. In addition, this agreement may be canceled by executing and recording said certification with reference to this agreement in such manner which will permit the existence of the certification to be determined by reference to the property.
- This agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The owner shall submit the agreement to the register of deeds, and the agreement shall be recorded by the register of deeds in a manner which will permit the existence of the agreement to be determined by reference to the property where the holding tank is installed.

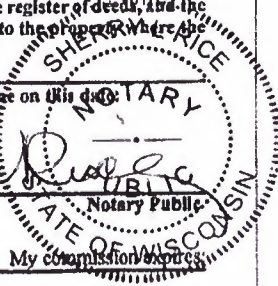
Name and Return Address

**SMART HOME SOLUTIONS LLC
PO BOX 242442
MILWAUKEE WI 53224**

Parcel Identifier Number

799-0026-000

Owner(s) Name(s) - Print DINO DINO	Notarized Owner(s) Signature(s) 	Subscribed and sworn to before me on this date:  EXP. 05-11-2023 My commission expires
Governmental Unit Official Name - Print Governmental	Governmental Unit Official's Signature Unit	
Governmental Unit	Title Title	Print Print



Drafted by:

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04 (1)(m)].

CITY OF FRANKLIN

FEB 22 2021

INSPECTION DEPT.

CITY OF FRANKLIN
HOLDING TANK SERVICING CONTRACT

Contract Date

July 19, 2021

This contract is made between the

Holding Tank Owner(s) Name(s)

SMART HOME SOLUTIONS LLC
PO BOX 242442
MILWAUKEE WI 53224

and

Pumper's Name

Stanley Walker Septic Tank
Cleaning LLC

We acknowledge the installation of (a) holding tank(s) on the following property: (Provide legal description:)

Lot Fourteen (14), in Block One (1), in Florantine Manor, being a Subdivision of a part of the West One-half (1/2) of the Northeast One-quarter (1/4) of Section Eighteen (18), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin.

SERVICE ADDRESS:

11311 W MAYERS DR
FRANKLIN WI 53132

1. The owner agrees to file a copy of this contract with the local governmental unit hereinafter called the "municipality", which has signed the pumping agreement required in Ch. DSPS383.52, Wis. Adm. Code and with the County of
2. The owner agrees to have the holding tank(s) serviced by the pumper and guarantees to permit the pumper to have access and to enter upon the property for the purpose of servicing the holding tank(s). The owner further agrees to pay the pumper for all charges incurred in servicing the holding tank(s) as mutually agreed upon by the owner and pumper.
3. The pumper agrees to submit to the municipality which has signed the pumping agreement required by DSPS383.52, Wis. Adm. Code, and to the county, a report for the servicing of the holding tank(s) on a semiannual basis. The pumper further agrees to include the following in the semiannual report:
 - a. The name and address of the person responsible for servicing the holding tank;
 - b. The name of the owner of the holding tank;
 - c. The location of the property on which the holding tank is installed;
 - d. The sanitary permit number issued for the holding tank;
 - e. The dates on which the holding tank was serviced;
 - f. The volumes in gallons of the contents pumped from the holding tank for each servicing;
 - g. The disposal sites to which the contents from the holding tank were delivered.
4. This agreement will remain in effect until the owner or pumper terminates this contract. In the event of a change in this contract, the owner agrees to file a copy of any changes to this service contract or a copy of a new service contract with the municipality and the County names above within ten (10) business days from the date of change to this service contract.

Owner(s) Name(s) (Print)

DINO DINON

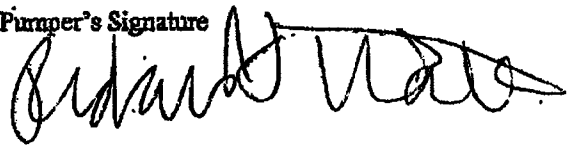
Owner's Signature(s)



Pumper's Name (Print)

Richard Walter

Pumper's Signature



Pumper's Registration Number

65



Public Works & Development Services

14200 Washington Avenue
Sturtevant, WI 53177
262-886-8440
fax 262-886-8480

February 4, 2021

City of Franklin
Department of Administration
9229 W Loomis Road
Franklin, WI 53132

RE: Soil Onsite Verification Report for property located in the City of Franklin, Section 18, T5N, R21E, 11311 W. Mayers Drive

Dear City of Franklin:

Racine County has contracted with the City of Franklin to field verify and review official written reports filed by Certified Soil Testers' (CST) for soil analysis relating to the utilization of a Private Onsite Wastewater Treatment System (POWTS) within the City of Franklin.

On January 21, 2021, this office conducted a soil onsite in conjunction with CST, Ann Cataldo at the above referenced property. Soil and site evaluation was conducted on the above referenced property to evaluate the soil and site conditions for the possible replacement POWTS to service a 3-bedroom residence. On February 1, 2021, this office received the SER for official review. Enclosed please find the original SER for your records.

This office has reviewed the SER and concurs with the submitted report and site plan. The report and plan are consistent with the findings by this office and closely reflects the current conditions noted at the subject property. The most restrictive depth to limiting factor is 0-inches and the area evaluated was previously filled. As the report indicates, the observed conditions do not allow the installation of a POWTS absorption field and recommends a holding tank. **The result of the Soil Evaluation will not support a soil absorption system.**

It should be noted that the SER may be utilized to prepare, submit, and receive approval from the Department of Safety and Professional Services (DSPS) for the installation of a holding tank. The replacement POWTS must be designed in accordance with DSPS regulations and plan approval must be obtained, and a sanitary permit issued before the commencement of a POWTS installation.

I trust that this information will satisfy our agreement for the review of said document. Should you have further questions regarding this information, please contact this office at (262) 886-8440. Our office hours are Monday – Friday, 8:00 a.m. – 12:00 p.m. & 12:30 p.m. – 4:30 p.m.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Jensen", is written over a large, stylized circular scribble.

Brian Jensen
Development Services Superintendent
CST ID. # 220401

c: Ann Cataldo, CST



DIVISION OF INDUSTRY SERVICES
2850 MIDWEST DR STE 104
ONALASKA WI 54650
Contact Through Relay
<http://dsps.wi.gov/programs/Default.aspx>
www.wisconsin.gov

Tony Evers - Governor
Dawn Crim - Secretary

February 16, 2021

CONDITIONAL APPROVAL

PLAN APPROVAL EXPIRES 2023-02-16
Plan Review: PWTS-022100202-C

TODD R STAIR
1233 Foxwood Trl
Waukesha WI 53189

SITE:

Smart Home Solutions
11311 W. Mayers Dr
City of Franklin
Milwaukee County
Legal Description Florentine Manor, lot 14, Blk 1

Total Amount: \$90 00

FOR:

Description Three Bedroom Holding Tank
450 GPD, Maintenance required, Replacement construction, Anchoring required

The submittal described above has been reviewed for conformance with applicable Wisconsin Administrative Codes and Wisconsin Statutes. The submittal has been **CONDITIONALLY APPROVED**. This system is to be constructed and located in accordance with the enclosed approved plans and with any component manual(s) referenced above. The owner, as defined in chapter 101.01(10), Wisconsin Statutes, is responsible for compliance with all code requirements.

No person may engage in or work at plumbing in the state unless licensed to do so by the Department per s.145.06, stats.

The following conditions shall be met during construction or installation and prior to occupancy or use

Reminders

- A sanitary permit must be obtained from the county where this project is located in accordance with the requirements of **Sec. 145.19, Wis. Stats.**
- Inspection of the private sewage system installation is required. Arrangements for inspection shall be made with the designated county official in accordance with the provisions of **Sec. 145.20(2)(d), Wis. Stats.**
- The holding tank shall be securely anchored per **SPS 383.43(8)(g), WAC**

Owner Responsibilities

- The current owner, and each subsequent owner, shall receive a copy of this letter. Owners shall also receive a copy of the appropriate operation and maintenance manual(s) and be responsible for ensuring that POWTS is operated and maintained in accordance with this chapter and the approved management plan under s **SPS 383.54(1)**.
- In the event this holding tank or any of its component parts malfunctions so as to create a health hazard, the property owner must follow the contingency plan as described in the approved plans

Conditionally
APPROVED
DEPT OF SAFETY AND PROFESSIONAL
SERVICES
DIVISION OF INDUSTRY SERVICES

SEE CORRESPONDENCE

- The owner is responsible for submitting a maintenance verification report acceptable to the county for maintenance tracking purposes. Reports shall be submitted at intervals appropriate for the component(s) utilized in the POWTS.

A copy of the approved plans, specifications and this letter shall be on-site during construction and open to inspection by authorized representatives of the Department, which may include local inspectors.

In granting this approval the Division of Industry Services reserves the right to require changes or additions should conditions arise making them necessary for code compliance. As per state stats 101.12(2), nothing in this review shall relieve the designer of the responsibility for designing a safe building, structure, or component.

Inquiries concerning this correspondence may be made to me at the telephone number listed below, or at the address on this letterhead.

The above left addressee shall provide a copy of this letter and the POWTS management plan to the owner and any others who are responsible for the installation, operation or maintenance of the POWTS.

Sincerely,



Gerard M Swim
POWTS Plan Reviewer, Division of Industry Services
(608)789-7892 – voice \ (608)785-9330 – fax
jerry_swim@wi.gov

Holding Tank Plan Index & Cover Sheet

Component Manual Design References:
Version 2.0, SBD-10855-P (N. 03/07; R 01/12)

Pg 1 of 4	Index & Cover Sheet
Pg 2 of 4	Plot Plan
Pg 3 of 4	Holding Tank Specifications
Pg 4 of 4	Management Plan

Attachments:	Enclosures:
	POWTS Application for Review
	Soil Evaluation Report & Site Map (if applicable)
	Holding Tank Pumping Contract (if applicable)
	Holding Tank Agreement (if applicable)

Project Name / Description

HOLDING TANK

Owner Name(s): Smart Home Solutions Phone: 414 .550 .2033
 Owner Address: PO Box 242442 Milwaukee WI Zip: 53224
 Project Address: 11311 W Mayers Dr
 Govt. Lot: 14 SW 1/4 of NE 1/4, Section 18, T 5 N-R 21 E or W
 Township: City of Franklin County: Milwaukee
 Project Parcel ID #: 79900226000

Designer Information

Designer Name: Todd Stair Phone: 262 .968 .2550
 Designer Address: S15 W33670 Wolf Rd Zip: 53066
 E-mail: todd@herrcorp.com
 License Number: 227608

Remarks:

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 SERVICES
 DIVISION OF INDUSTRY SERVICES



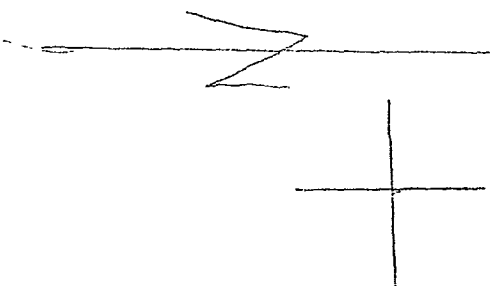
SEE CORRESPONDENCE

Signature: 

Date: 2/3/21

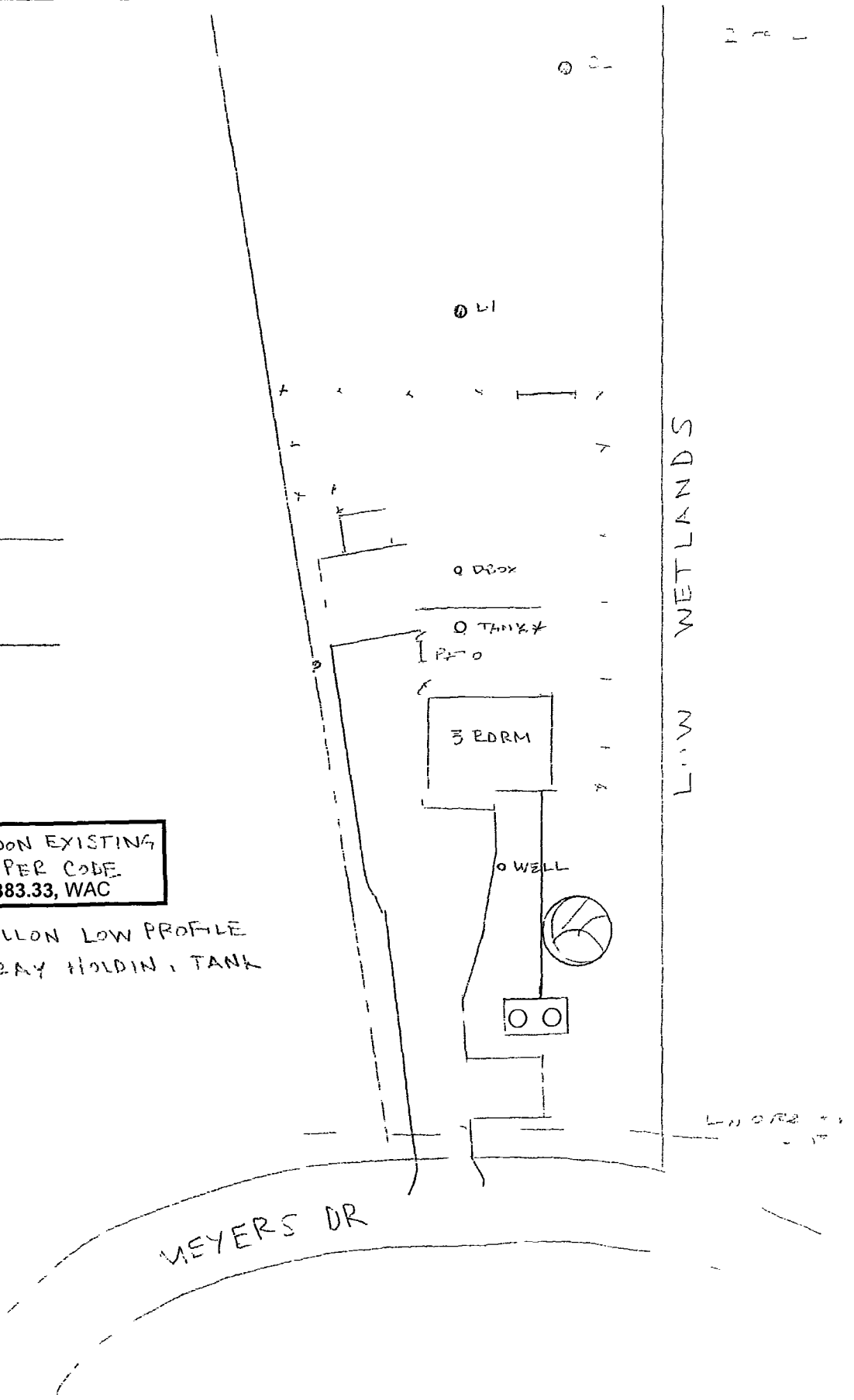
Original signature required on each submitted copy

1" = 40'



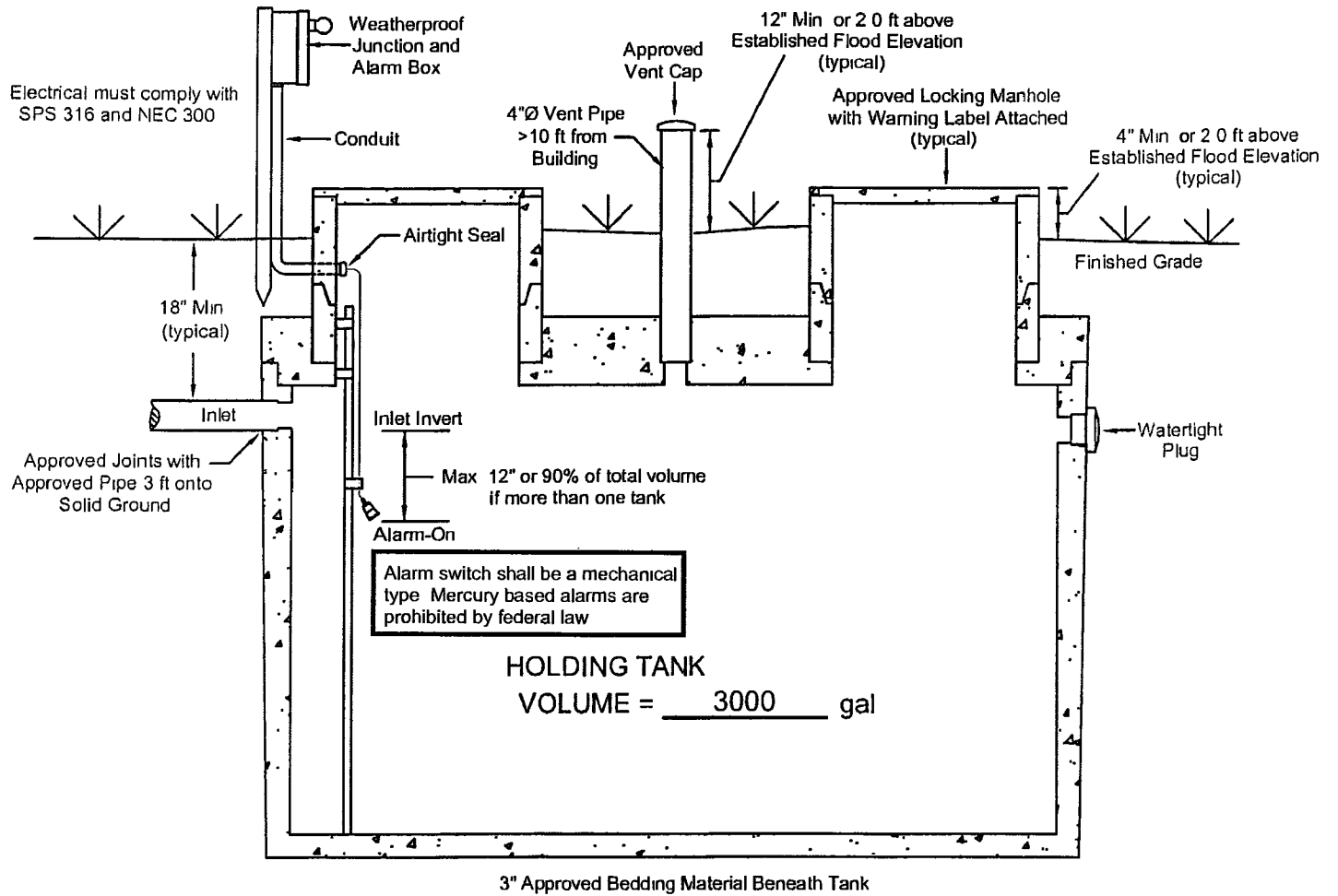
* ABANDON EXISTING
TANK PER CODE
SPS 383.33, WAC

3000 GALLON LOW PROFILE
DALMABAY HOLDING TANK



L-100/22

HOLDING TANK SPECIFICATIONS (No Scale)



TANK MANUFACTURER: Dalmaray

Anchor tank as necessary pursuant to SPS 383.43(8)(g)

Holding Tank Management Plan

IMPORTANT:

The owner of this holding tank(s) shall be responsible for its perpetual operation and maintenance pursuant to requirements of SPS 382-384, Wisc. Admin. Code. Pursuant to SPS 383.52 (2), Wisc. Admin. Code, this holding tank(s) shall be considered a human health hazard if not maintained in accordance with this approved management plan. Furthermore, all inspection and maintenance activities shall be performed by a registered POWTS Maintainer in accordance with SPS 383.52 (3), Wisc. Admin. Code.

Estimated Daily Wastewater Flow = 450 gpd

Inspection Checklist

INSPECT EVERY 3 YEARS

- o type of use
- o age of system
- o nuisance factors (*i.e.* odors, user complaints, *etc.*)
- o mechanical malfunction (*i.e.*, pumps, valves, switches, floats, *etc.*)
- o material fatigue (*i.e.*, leaks, breaks, corrosion, *etc.*)
- o neglect or improper use (*i.e.*, exceeding design capacities, prohibited activities, *etc.*)
- o electrical components (*i.e.*, wiring, connections, switches, controls, timers, alarms, *etc.*)
- o surface discharge of effluent or sewage back-up into structure served

SERVICING FREQUENCY

- o The tank(s) shall be pumped by a certified septage servicing operator licensed under s. 281.48 Wisc. Stats. **when the wastewater in the tank(s) reaches a level of one foot below the inlet invert of the tank(s).** Disposal of contents shall be pursuant to NR 113, Wisc. Admin. Code.

Tank pumping reports shall be submitted to the proper local government unit in accordance with SPS 383.55 Wis. Admin. Code. Report any component failure or malfunction to:

Name of individual or company: Herr Construction, Inc. Phone: 262-968-2550
 Local government unit: City of Franklin Phone: 414-425-0084
 Local government unit address: 9229 W. Loomis Road Franklin, WI ZIP: 53132

Any defective part of this system shall be repaired, replaced, or removed pursuant to SPS 383.51 (1), Wisc. Admin. Code. Repair or replacement of failed or malfunctioning components shall comply with SPS 383, Wisc. Admin. Code. No product for chemical or physical restoration of the POWTS may be used unless approved by the department in accordance with SPS 384, Wisc. Admin. Code.

Contingency Plan

In the event that any failed component of this holding tank(s) cannot be repaired, it shall be replaced pursuant to a plan submitted to the appropriate agency for review and approval.

System Abandonment

If use of this tank(s) is discontinued, it shall be abandoned in accordance with SPS 383.33, Wisc. Admin. Code.

SOIL EVALUATION REPORT

in accordance with SPS 383 Wis Adm Code

Attach complete site plan on paper not less than 8 1/2 x 11 inches in size. Plan must include but not limited to vertical and horizontal reference point (BM), direction and percent slope, scale or dimensions, north arrow, and location and distance to nearest road.

Please print all information

Personal information you provide may be used for secondary purposes (Privacy Law s 13.04(1)(m))

County	MILWAUKEE
Parcel ID	7990076000
Reviewed by	Date

Property Owner SMART HOME SOLUTIONS 4/2 DINO DINTON	Property Location Govt. Lot 311 1/4 NE 1/4 S16 T5 N R21
Property Owner's Mailing Address PO Box 242442	Lot # 14 Block # 1 Subd Name or CSM# FLORENTINE MANOR
City State Zip Code Phone Number MILWAUKEE WI 53224 (414) 550 2033	City Village Town Nearest Road 11311 FRANKLIN IN MAYERS DR

New Construction Use Residential / Number of bedrooms 3 Code derived design flow rate 450 GPD
 Replacement Public or commercial - Describe _____
 Parent material _____ Flood Plain elevation if applicable _____ ft.
 General comments and recommendations HOLDING TANK
BRIAN JENSEN ON SITE

Boring # 1 Boring Pit Ground surface elev _____ ft. Depth to limiting factor 0 in

Horizon	Depth in	Dominant Color Munsell	Redox Description Ou Sz Cont Color	Texture	Structure Gr Sz Sh	Consistence	Boundary	Roots	Soil Application Rate GPD/ft	
									*Eff#1	*Eff#2
A ₂	0-5	10YR 3/3	—	SIL	2FAR	MFP	AC	ZF	0.6	0.8
B	5-11	10YR 4/3	Fe ²⁺ 7.5YR 5/2	SICL	2FABK	MFP	AC	IF	0.4	0.6
C	11-13	10YR 5/4	MFP SP ⁴⁺ 7.5YR 4/3 N9/	SIL	OM	MFP	—	VF	0.2	0.6
C IS SATURATED										

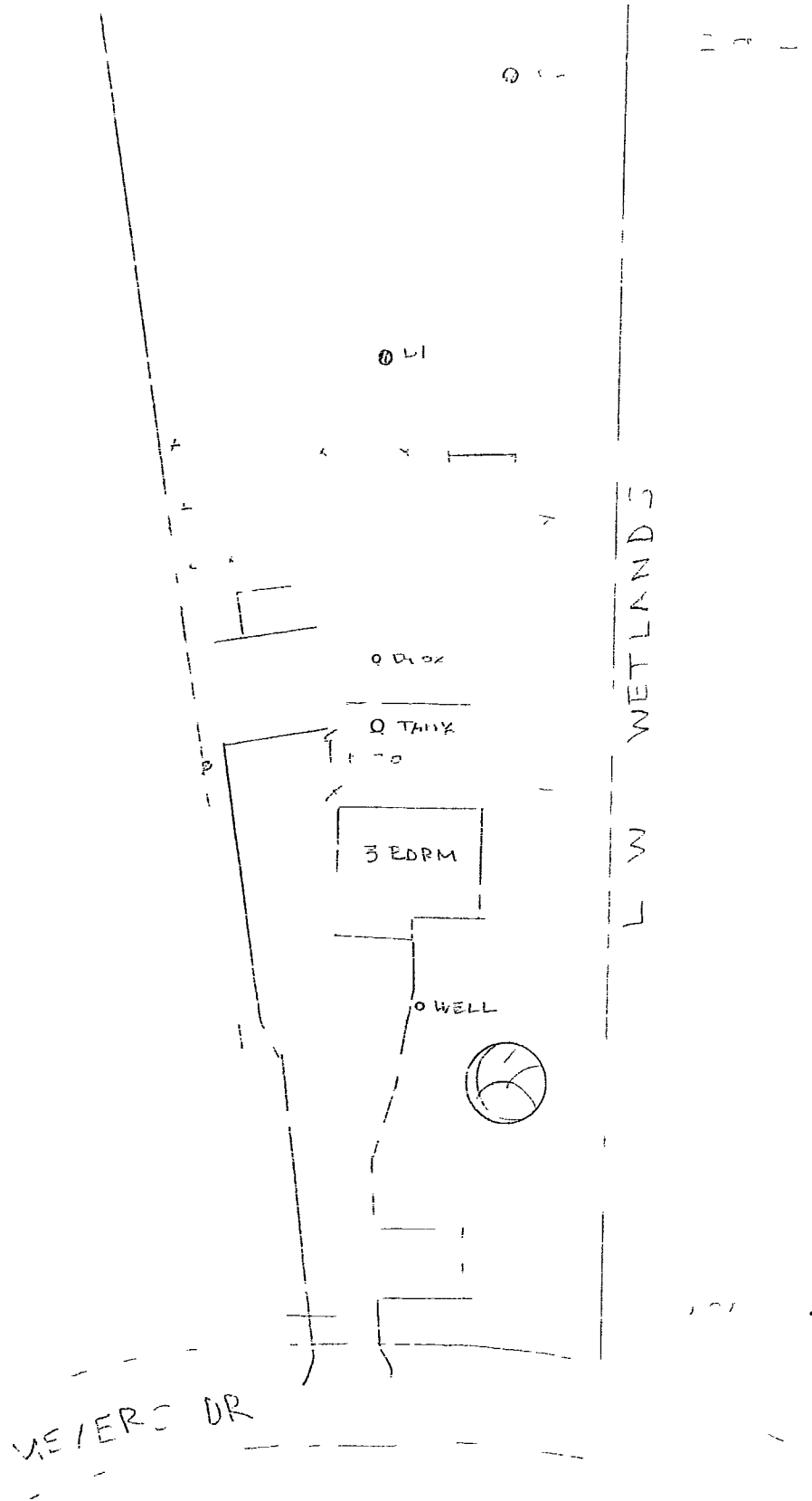
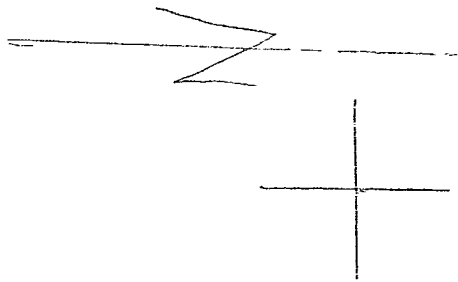
Boring # - Boring Pit Ground surface elev _____ ft. Depth to limiting factor 0 in

Horizon	Depth in	Dominant Color Munsell	Redox Description Ou Sz Cont Color	Texture	Structure Gr Sz Sh	Consistence	Boundary	Roots	Soil Application Rate GPD/ft	
									*Eff#1	*Eff#2
F1	0-4	10YR 3/3	—	SIL	2FAR	MFP	AC	ZF	0.6	0.8
F	4-8	10YR 4/3	Fe ²⁺ 7.5YR 4/3 N3/	SICL	1FABK	MFP	AC	IF	0.2	0.3
A	8-16	10YR 3/1	—	SIL	OM	MFP	AC	IFIM	0.0	0.2
B	16-22	7.5YR 4/3	MFP SP ⁴⁺ 7.5YR 4/3 N9/	SICL	1FABK	MFP	—	VF	0.2	0.3

* Effluent #1 = BOD₅ > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L * Effluent #2 = BOD₅ ≤ 30 mg/L and TSS ≤ 30 mg/L

CST Name (Please Print) ANN CALANDRO	Signature 	CST Number 215389
Address 215 WISCONSIN DR JANESVILLE WI 53121	Date Evaluation Conducted 12/21	Telephone Number 262 733 2550

1" = 40'



<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">3/2/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorize a Two-Year Agreement with AT&T to Provide Dedicated Internet & Voice Bundle</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. I. (c)</i></p>

BACKGROUND

The City has been utilizing copper PRI telephone service for a very long time. While this service is reliable, it is delivered over copper and is susceptible to the outdoor elements, which has caused numerous issues with the City's telephone service over the years. Another option for the service lines is IP based fiber lines which are more robust and are not as susceptible to outdoor elements. The City's current business partner for a large majority of City telephone lines and service is AT&T, who has proposed a change in technology from the old copper PRI service to IP based fiber lines as part of their initiative to eliminate the old platform.

ANALYSIS

The move to the newer but mature technology will save the City approximately \$1,800 per year, going from approximately \$1,015 per month to \$868 per month, as the technology is more cost effective and the long-distance charges are included with the technology rather than being an add-on cost. In addition, the City will receive additional functionality including: disaster recovery; self-service portal to control the numbers, caller ID display, and call routing; and the addition of call accounting software. The City will gain substantial benefits from this additional functionality which will likely allow the City to save even more on an ongoing basis since the City currently contracts out the maintenance and phone system changes.

All of the installation costs, including bringing the fiber into City Hall will be borne by AT&T. AT&T will also coordinate and lead the testing and conversion process as well as the porting of numbers that is needed to crossover to the new technology. The only extra funds the City will need to plan for are a couple hours of a technician's time to assist with the installation and cut over to the new system.

Included with this item are: the quote, the draft agreement, and a brochure detailing some of the enhanced features. Staff is recommending a two-year agreement for these services. This timing will work very well for the City to evaluate its long-term options with regard to internet service and the possibility of moving to VoIP (Voice over Internet Protocol) in the future. The funding source for this agreement is already included in the 2021 Budget.

RECOMMENDATION

Staff recommends that the Common Council authorize a two-year agreement with AT&T to provide dedicated internet and voice bundle, and authorize the Director of Administration to execute the appropriate, related contracts as needed as well as take appropriate action to execute such agreement.

COUNCIL ACTION REQUESTED

Motion to authorize a two-year agreement with AT&T to provide dedicated internet and voice bundle and authorize the Director of Administration to execute the appropriate, related contracts as needed as well as take appropriate action to execute such agreement.

AT&T Dedicated Internet & Voice Bundle Proposal for CITY OF FRANKLIN



Presented by

MARC HORK
mh6976@exo.att.com
312-795-8748

Contract Term: 24

Total Non-Recurring Charges: \$0 00

Total Monthly Recurring Charges: \$868 60

Total Number of Sites: 1

Site Level Monthly Recurring Charges

Address	AT&T Dedicated Internet Access Port Speed	AT&T IP Flexible Reach Concurrent Calls	AT&T IP Toll-Free Add-On	Enhanced Features	Total Monthly Recurring Charge
Value Unit	Mbps	Concurrent Calls	US\$	Yes or No	US\$
CITY OF FRANKLIN 9229 W LOOMIS RD, FRANKLIN, WI 53132-9630	10Mbps	46 Concurrent Calls	\$0 00	Yes	\$868 60

Disclaimer: This quote/proposal is not a firm offer to purchase and is for budgetary purposes only. Only the contract for this solution is a firm offer to purchase.

The information and pricing contained herein is valid for a period of 60 days from the written date of this document unless rescinded or extended in writing by AT&T. This proposal is conditioned upon negotiation and execution of a written agreement containing mutually acceptable terms and conditions. Pricing proposed herein is based upon the specific product/service mix and locations outlined herein and as discussed by the parties, and is subject to standard terms and conditions of AT&T unless otherwise stated herein. The contents of this document are proprietary and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T.

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*Disclaimer: This quote/proposal is not a firm offer to purchase and is for budgetary purposes only
Only the contract for this solution is a firm offer to purchase*



AT&T Dedicated Internet & Voice Bundle Agreement

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before December 31, 2022.

For AT&T Administrative Use Only
 attud MH6976
 Account # _____ Master Customer # _____ Doc Viewer ID _____
 Contract ID#: **ADV14240250**

Company Name ("Customer")	AT&T - Contact For Notices	AT&T Sales Contact - Primary Contact
Legal Name CITY OF FRANKLIN	AT&T Corp	Name MARC HORK
Street Address 9229 W LOOMIS RD	One AT&T Way	Street Address 225 W RANDOLPH ST -- Z2
City FRANKLIN, State WI Zip 53132	Bedminster, NJ 07921-0752	City CHICAGO, State IL Zip 60606
Tel # 4144277504	ATTN Master Agreement Support Team mast@att.com	Tel # 3127958748

AGREEMENT TERMS

1. SERVICES

Service	Service Publications Location
AT&T Dedicated Internet & Voice Bundle (ADIVB)	http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP (See AT&T Dedicated Internet & Voice Bundle)

2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

Term	Term Start Date/Effective Date of Rates and Discounts
2 years	Effective Date of this Agreement

3. SERVICES COMPONENTS AND RATES (PRICES)

3.1. AT&T Dedicated Internet & Voice Bundle

Port Speed	Concurrent Calls	Off-Net long distance - Included Minutes (per month)	Monthly Service Charge Group 1	Monthly Service Charge Group 2	Monthly Service Charge Group 3
10 Mbps	10	3,000	\$499 00	\$683 00	\$786 00
10 Mbps	15	4,500	\$525 00	\$725 00	\$828 00
10 Mbps	23	6,900	\$555 00	\$792 00	\$895 00
10 Mbps	30	9,000	\$645 00	\$850 50	\$953 50
10 Mbps	46	13,800	\$795 00	\$984 00	\$1,087 00
20 Mbps	10	3,000	\$555 00	\$882 00	\$951 00
20 Mbps	15	4,500	\$595 00	\$929 50	\$998 50
20 Mbps	23	6,900	\$645 00	\$1,005 50	\$1,074 50
20 Mbps	30	9,000	\$745 00	\$1,071 50	\$1,140 50
20 Mbps	46	13,800	\$895 00	\$1,223 00	\$1,292 00
50 Mbps	10	3,000	\$745 00	\$1,138 50	\$1,224 50
50 Mbps	15	4,500	\$795 00	\$1,186 00	\$1,272 00
50 Mbps	23	6,900	\$845 00	\$1,261 50	\$1,347 50
50 Mbps	30	9,000	\$895 00	\$1,328 00	\$1,414 00
50 Mbps	46	13,800	\$999 00	\$1,479 50	\$1,565 50
100 Mbps	10	3,000	\$950 00	\$1,495 00	\$1,634 50
100 Mbps	15	4,500	\$995 00	\$1,540 00	\$1,680 00
100 Mbps	23	6,900	\$1,025 00	\$1,612 50	\$1,752 50

Doc ID: ADIVBEXP-1

V5 - 01/16/2021
 Rate ID ADIVB-061018-50, USOFN20



AT&T Dedicated Internet & Voice Bundle Agreement

100 Mbps	30	9,000	\$1,075 00	\$1,676 00	\$1,816 00
100 Mbps	46	13,800	\$1,095 00	\$1,821 50	\$1,961 00
150 Mbps	10	3,000	\$999 00	\$1,786 00	\$1,962 50
150 Mbps	15	4,500	\$1,045 00	\$1,833 00	\$2,010 00
150 Mbps	23	6,900	\$1,075 00	\$1,909 00	\$2,086 00
150 Mbps	30	9,000	\$1,099 00	\$1,975 50	\$2,152 00
150 Mbps	46	13,800	\$1,199 00	\$2,127 00	\$2,303 50
250 Mbps	10	3,000	\$1,325 00	\$2,322 00	\$2,523 50
250 Mbps	15	4,500	\$1,375 00	\$2,369 00	\$2,570 50
250 Mbps	23	6,900	\$1,445 00	\$2,445 00	\$2,646 50
250 Mbps	30	9,000	\$1,495 00	\$2,511 00	\$2,713 00
250 Mbps	46	13,800	\$1,595 00	\$2,662 50	\$2,864 50
400 Mbps	10	3,000	\$1,399 00	\$3,095 50	\$3,399 50
400 Mbps	15	4,500	\$1,449 00	\$3,141 00	\$3,445 00
400 Mbps	23	6,900	\$1,499 00	\$3,213 50	\$3,517 50
400 Mbps	30	9,000	\$1,699 00	\$3,277 00	\$3,581 00
400 Mbps	46	13,800	\$1,799 00	\$3,422 00	\$3,726 00
500 Mbps	10	3,000	\$1,559 50	\$3,705 00	\$4,094 50
500 Mbps	15	4,500	\$1,609 50	\$3,750 50	\$4,140 00
500 Mbps	23	6,900	\$1,659 50	\$3,823 00	\$4,212 50
500 Mbps	30	9,000	\$1,859 50	\$3,886 50	\$4,276 00
500 Mbps	46	13,800	\$1,959 50	\$4,032 00	\$4,421 00
600 Mbps	10	3,000	\$1,697 00	\$4,162 00	\$4,597 50
600 Mbps	15	4,500	\$1,747 00	\$4,234 50	\$4,670 00
600 Mbps	23	6,900	\$1,947 00	\$4,298 00	\$4,733 50
600 Mbps	30	9,000	\$2,047 00	\$4,443 00	\$4,878 50
600 Mbps	46	13,800	\$2,047 00	\$4,443 00	\$4,878 50
1,000 Mbps	10	3,000	\$2,030 00	\$4,541 00	\$5,046 50
1,000 Mbps	15	4,500	\$2,080 00	\$4,613 50	\$5,119 00
1,000 Mbps	23	6,900	\$2,280 00	\$4,677 00	\$5,182 50
1,000 Mbps	30	9,000	\$2,380 00	\$4,822 00	\$5,328 00
1,000 Mbps	46	13,800	\$2,380 00	\$4,822 00	\$5,328 00
On-Net Calling & Local Off-Net Calling			Unlimited		
Enhanced Features Package (per concurrent call)			\$1 60		
US Off-Net per minute calling charge in excess of Off-Net long distance included minutes			\$0 0400		
IP Toll-Free Calling Plan Charge, Monthly Charge per Site*			\$15 00		
* Includes 1,000 minutes of usage per month per calling Plan G per Customer. Additional usage charges shall apply for aggregate usage over 1 000 minutes per the AT&T IP Toll-Free table below. IP Toll-Free can only be added to a new order for ADIVB.					
Business In A Box					
Base Unit NextGen			\$0 00		

Service Components: 20%	
International Off-Net Outbound Calls – Land-Line (Fixed) and Mobile Terminations (per minute)	Service Component Discount applied to Service Guide rates, as revised from time to time



AT&T Dedicated Internet & Voice Bundle Agreement

AT&T IP Toll-Free	
United States Calling Plan	Calling Plan G
AT&T IPTF Inbound – Interstate Usage	See BVOIP SG – AT&T Dedicated Internet & Voice Bundle, for Rate Table as revised from time to time
AT&T IPTF Calling Charge – US Intrastate Usage	
AT&T IPTF Inbound –Canada to US Usage	

4. WAIVERS

Charges Waived	Minimum Retention Period
Monthly Charge per Dialed Toll-Free number for AT&T Toll Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	N/A*
Non-Recurring Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	
AT&T IPTF Calling Plan G Non- Recurring Charge Dial Plan Setup Fee	
BVoIP Toll-Free Routing Arrangement (APN) Charge, Monthly Charge Per Site	
* N/A Not Applicable ** This waiver applies only to new AT&T Toll-Free Advanced Features accounts. If a Toll-Free number is associated with an existing AT&T Toll-Free Advanced Features account, AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option will be billed on that account.	

5. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Charge Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Agreement Term

6. AT&T DEDICATED INTERNET & VOICE BUNDLE GENERAL TERMS AND CONDITIONS

6.1. Agreement: AT&T and/or its Affiliates shall provide Customer products and services identified in this document ("Services") pursuant to the "Agreement" consisting of this document and the following applicable "Service Publications", incorporated by reference (i) Tariff(s), Guidebook(s) and/or Service Guide(s) found at att.com/service publications, and (ii) the AT&T Acceptable Use Policy ("AUP") found at att.com/aup. AT&T may revise the Service Publications at any time. The order of priority of the documents that form the Agreement is, in descending order: this document, the AUP, and, then the applicable Tariff(s), Guidebook(s) and/or Service Guide(s) (provided, however, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms).

6.2. Services: AT&T will provide or arrange to have the Service provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell any component of the Service without AT&T's written consent. Customer will cause Users to comply with the Agreement and Customer is responsible for their use of the Service or any component of the Service, unless expressly provided to the contrary in a Service Publication.

6.3. Access to Premises: Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

6.4. Hazardous Materials: Customer will ensure that the Site is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution,



AT&T Dedicated Internet & Voice Bundle Agreement

protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Site, AT&T may terminate the affected Service Component, or suspend performance until Customer remediates the condition.

6.5. Independent Contractor Relationship: Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

6.6. License and Third-Party Terms: Software, Purchased Equipment and Third-Party Services, if any, may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of this Agreement is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

6.7. AT&T Equipment: Title to AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

6.8. Prices: Unless this document states otherwise, the prices listed in the Agreement are stabilized for the Term and no promotion, credit, discount or waiver set forth in a Service Publication will apply.

6.9. Taxes; Surcharges; Fees. Prices in this Agreement are exclusive of, and Customer will pay all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

6.10. Billing, Payments and Deposits: Payment is due thirty (30) days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within six (6) months date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services, and AT&T may apply such deposit to any charges owed. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

6.11. Expiration of Term: At the end of the Term (but subject to any existing Minimum Payment Period), Customer may continue Service under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Term, however, upon expiration of the Term or applicable MPP, whichever is later, AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer and either party may terminate such service arrangement upon thirty (30) days' notice.

6.12. Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. Either Party may terminate an affected Service for material breach, and AT&T may terminate or suspend (and later terminate) an affected Service, if such breach is not cured within 30 days of notice. If Customer is in violation of the AUP and fails to rectify the violation within five (5) days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. Provided, however, if Customer (i) commits a fraud upon AT&T, (ii) utilizes the Service to commit a fraud upon another party, (iii) unlawfully uses the Service, (iv) abuses or misuses AT&T's network or Service, or (v) interferes with another customer's use of AT&T's network or services, AT&T may terminate or suspend a Service, and, if the violating activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice. AT&T also has the right to suspend or terminate the applicable portion of the Service immediately when (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints, (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped, or (iii) AT&T reasonably determines (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue, (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet, or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

6.13. Early Termination Charges: If Customer terminates a Service or Service Component for Customer's convenience or AT&T terminates a Service or Service Component for cause, Customer must pay (i) 50% of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period, (ii) if termination occurs before the end of an applicable Minimum Retention Period, any



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associated credits or waived or unpaid non-recurring charges, and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. The charges set forth in this section will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

6.14. Withdrawal of Service or Service Component: Notwithstanding that this Agreement may commit AT&T to provide a Service to Customer for a Term, unless applicable local law or regulation mandates otherwise, AT&T may discontinue a Service or a Service Component to similarly situated customers and terminate Customer's Service or Service Component upon 120 days' notice.

6.15. Disclaimer of Warranties and Liability AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN), LOST OR ALTERED TRANSMISSIONS, OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION NETWORKS OR SYSTEMS.

6.16. Limitation of Liability AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

6.17. The above Disclaimer of Warranties and Liability and Limitations of Liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

6.18. Indemnity: Customer agrees at its expense to defend, indemnify and hold harmless AT&T, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where (i) the claim arises from Customer's or a User's use of a Service, (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement, or (iii) alleges that a Service infringes any patent, trademark, copyright or trade secret where the claimed infringement arises out of or results from (a) Customer's, its Affiliate's or a User's content, (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others, (c) AT&T's adherence to Customer's or its Affiliate's written requirements or (d) use of a Service in violation of this Agreement.

6.19. ARBITRATION ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT. SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS.



AT&T Dedicated Internet & Voice Bundle Agreement

AT THE HEARING THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS, IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID

6.20. General Provisions This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law this Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above.

6.21. Definitions:

"Affiliate" of a party means an entity that controls, is controlled by, or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Equipment" equipment owned by AT&T and located at Customer's premises.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T in the course of providing the Services.

"Minimum Payment Period" means the minimum period identified in the Agreement during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment includes any internal code required to operate such equipment and any physical media provided to Customer on which Software is stored, but does not include Software.

"Service Component" means an individual component of a Service provided under this Agreement.

"Site" means a physical location, including Customer's collocation space on AT&T's or subcontractor's property where AT&T installs or provides Service.

"Software" means any software (including APIs and all associated written and electronic documentation and data) provided to Customer for a Service.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"User" means anyone who uses or accesses any Service provided to Customer.

FOR VOICE OVER INTERNET PROTOCOL (VOIP) SERVICES, THE UNDERSIGNED, ON BEHALF OF CUSTOMER, ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND UNDERSTANDS THE ADVISORIES CONCERNING THE CIRCUMSTANCES UNDER WHICH E911 SERVICE USING A VOICE OVER IP SYSTEM MAY NOT BE AVAILABLE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO USING TRADITIONAL WIRELINE TELEPHONE SERVICE. SUCH CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, RELOCATION OF THE END USER'S TELEPHONE SETS.



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OR OTHER EQUIPMENT, USE OF A NON-NATIVE OR VIRTUAL TELEPHONE NUMBER, FAILURE IN THE BROADBAND CONNECTION, LOSS OF ELECTRICAL POWER, AND DELAYS THAT MAY OCCUR IN UPDATING THE CUSTOMER'S LOCATION IN THE AUTOMATIC LOCATION INFORMATION DATABASE THE ADVISORIES ARE FURTHER PROVIDED IN THE SERVICE PUBLICATION

By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. **THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.** This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date").

Customer (by its authorized representative)	AT&T Corp. (by its authorized representative)
By	By
Name	Name
Title	Title
Date	Date





AT&T Dedicated Internet & Voice Bundle Agreement

Letter of Authorization to Obtain Customer Service Records Only

Customer Name CITY OF FRANKLIN	AT&T	Customer Account #
Customer Full Address & Zip 9229 W LOOMIS RD FRANKLIN WI 53132	AT&T Full Address & Zip 225 W RANDOLPH ST -- Z2 CHICAGO IL 60606	Customer Contact Tel # 4144277504 AT&T Contact Tel # 3127958748 Email ID mh6976@exo.att.com
Master Customer No		AE PID

1 I appoint AT&T as my agent to request Customer Service Records (CSRs) with the Local Exchange Company(s) (LEC) for analyzing Local Service. This appointment shall extend to all service accounts for which customer appears as the customer of record.

2 This Appointment is applicable to the following location (Choose one)	Blanket LOA (For all locations in the United States)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
--	---	---

3 I certify that I am either the customer of record for these lines or that I am authorized by the customer of record to make this decision.

ORDERED BY CUSTOMER: CITY OF FRANKLIN	
Signature	
Printed Name	
Title	
Date	

This authorization shall continue in force unless and until revoked by the customer.



AT&T Enhanced Features

Your SIP Trunking network solution is now even better

The AT&T Enhanced Features package contains features that add further functionality to your AT&T IP Flexible Reach service. Don't have call forwarding with your AT&T IP Flexible Reach service? Add the AT&T Enhanced Features package and not only will you have call forwarding, but five different flavors and more in one great package!

Enhanced Features line-side features

- **Account Codes**
- **Anonymous Call Rejection**
- **Authorization Codes**
- **Call Forwarding Always**
- **Call Forwarding Selective**
- **Call Forwarding Busy**
- **Call Forwarding Unreachable**
- **Configurable Calling Line ID**
- **Direct Inward Dial (DID) Policing**
- **Max DID Policing**
- **Scheduling**
- **Sequential Ringing**
- **Simultaneous Ringing**



A web-based Customer Portal is available for feature self-management and reporting. All you need is an internet connection and you can manage your features from anywhere at any time.

Many features can be managed from your desk phone by using star codes - very convenient to make changes on the fly.

In the event of a disaster, configure the Call Forward Unreachable feature and forward your AT&T IP Flexible Reach telephone number to a mobile phone, for example.

Charge your customers for your time. Set up the Account Code feature and run the Outbound Call detail report to gather the data you need to bill those customers!

Use the scheduling feature and automatically forward your calls to another telephone number outside of business hours.

Use Authorization Codes to block users from making calls such as international or Intra-Enterprise.

Use the Bulk Management tool in the Customer Portal to configure features for more than one telephone number at a time. For example, if you want to configure call forwarding for up to 1000 telephone numbers, you can edit a template file and upload it all at once.

Use the reporting capability in the Customer Portal to get details about how features are currently set up for your users through the User Inventory report or get details about inbound calls through the Inbound Call Detail report, for example.

This is just part of the story. You get Trunk Call Routing features with your package. Trunk Call Routing features allow you to define call routing behavior that includes both call distribution and failover.

Trunk Call Routing features

- Linear
- Most Idle
- Round Robin
- Percent Allocation

For a more uniform call distribution path, use the Round Robin feature and distribute those calls evenly across all the circuits.

For specified load balancing, use the Percent Allocation Trunk Call Routing feature.

Hardware

The AT&T Enhanced Features package uses the existing hardware that your IP Flexible Reach service already provides.

How It Works

The AT&T Enhanced Features package rides on top of the AT&T IP Flexible Reach service. Once the package is installed, you'll have access to the web-based Customer Portal to begin using your new features.

How To Order

All of these features are included in the AT&T Enhanced Features package with one price point. Contact your Sales Representative for more details on how you can get the AT&T Enhanced Features package for your IP Flexible Reach service.

Installation and activation of some services requires equipment that has not been ordered.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">03-02-21</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request for Spending Authority for the 2021 Civic Celebration Activities</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 2,</i></p>

Attached is a report from John Bergner, Chairman of the Civic Celebrations Commission, requesting authority from the Common Council for the Commission to sign and execute contracts and agreements for the 2021 Franklin Civic Celebration. The event is planned for three days, July 2, 3 and 4, 2021.

COUNCIL ACTION REQUESTED

Allow John Bergner to execute contracts and agreements for the 2021 Franklin Civic Celebration event.

OR

As directed.



Franklin Civic Celebrations Commission

Request for Spending Authority 2021

February, 2021

I, John Bergner, Chairman of the Franklin Civic Celebrations Commission request authority to enter into contracts and agreements for the 2021 Franklin Civic Celebration. The dates and times will be:

- Friday , July 2nd - -5:00 pm to 11:00 pm
- Saturday, July 3rd - 1:00 pm to 11:00 pm
- Sunday, July 5th - 10 am to 10:00 pm

With your approval, I request authority to sign contracts and authorize deposits for the following amounts for 2021:

	2021	2019
	Requested	Actual
1. ENTERTAINMENT	\$25,000	\$31,415
2. FIREWORKS	\$16,500 (1 night)	\$27,500 (2 nights)
3. RENTALS	\$20,000	\$20,828
4. PARADE	\$12,000	\$11,335
5 ICE CREAM	\$ 1,100	\$ 987
6. PRINTING	\$ 600	\$ 574
7. SUPPLIES	\$ 2,400	\$ 1,682
8. MISC.	<u>\$ 2,000</u>	<u>\$ 1,890</u>
Totals:	\$79,600	\$96,211

The 2019 Festival was a 4 day event and the 2021 Festival is a 3 day event. The 2020 Festival was canceled due to the Covid-19 virus. Contracts signed for 2020 have been extended to 2021. New 2021 contracts will have clauses written if 2021 festival is cancelled due to the Covid-19 virus.

Note: Police and DPW cost are not included in any of the amounts.



City of Franklin

A Thriving Community in Southeastern Wis

<p style="text-align: center;">APPROVAL <i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE March 2, 2021</p>
<p style="text-align: center;">Reports and Recommendations</p>	<p style="text-align: center;">Authorization to allow the Director of Health Services to enter into a contract with Milwaukee County to use the Milwaukee County Sports Complex for a COVID-19 vaccination site.</p>	<p style="text-align: center;">ITEM NUMBER <i>G. 3.</i></p>

Background: Local Health Departments as well as other local healthcare providers and pharmacies are tasked with the vaccination of the public in a phased roll out. While vaccine demand has so far outweighed supply, we anticipate an increase in supply in the near future as more and more groups become eligible. Health Departments in Milwaukee County are broken into Zones, Franklin belongs to Zone D with Greenfield, Greendale, and Hales Corners and have worked together in preparation for pandemic events for over 10 years. The best way to increase our capacity to vaccinate as many individuals as possible a larger vaccination site is needed to accommodate the need.

Analysis: Multiple areas within Zone D were reviewed as possible locations for a COVID-19 clinic site. The Sports Complex was chosen based on our ongoing partnership with Milwaukee County in COVID-19 response, as well as its familiarity with many in our region as a landmark site with easy access in and out. Logistics of the clinic site have been reviewed and approved by the Franklin Plan Commission on February 18, 2021. Use of the facility will be based on the terms set by the Plan Commission as well as the agreed upon terms in the contract with Milwaukee County.

- Options:**
1. Allow the signing of the contract with Milwaukee County for use of the Milwaukee County Sports Complex for COVID-19 vaccine clinics.
 2. Decline the contract with Milwaukee County

Recommendation: The Director of Health and Human Services recommends the authorization to extend a contract with Maxim Healthcare Staffing Solutions, Inc to continue to provide COVID-19 contact tracing services in 2021.

Fiscal Note: All incidental charges for the facility as well as equipment and supplies will be paid through existing FHD grant funding and will not impact the City of Franklin budget.

COUNCIL ACTION REQUESTED

The Director of Health Services recommends authorization to sign the contract with Milwaukee County to use the Milwaukee County Sports Complex for a COVID-19 vaccination site.

**AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION & CULTURE
AND
VENDOR**

This Agreement made and entered into this ___ day of _____, by and between Milwaukee County acting through its Department of Parks, Recreation and Culture (hereinafter referred to as "County"), and VENDOR (hereinafter referred to as the "Vendor").

Permission is hereby granted by the County to the Vendor for the use of the Milwaukee County Sports Complex (the "Facility") for the EVENT (the "Event"). The agreement will be in force on the following dates: DATES. Such privilege is subject to the following terms and conditions.

WITNESSETH:

Each party in consideration of mutual promises hereby agrees as follows:

1. **VENDOR USAGE.** Vendor shall use the facility for the Event and affiliated activities with prior approval from the Facility Manager. Vendor shall be responsible for providing adequate supervision for all their scheduled activities. The duration of this Agreement (the "Agreement Term") shall be defined as follows:

One calendar month, starting February 1 – February 28, 2021.

However, the parties may renew the Agreement monthly up to 11 additional periods if mutually agreeable to both parties (each such period, an "Extension Term"). The Initial Term and any Extension Term then effectuated shall be referred to herein as the "Term."

2. **PAYMENT TO COUNTY.** On each date of the Event, Vendor shall have full access to the facility for their Event from X:XX AM through X:XX PM each day. No rent will be charged by the County to the Vendor, but the Vendor may be charged for excessive use of commodities or damage to County property (see Section 7 for more details).

A signed contract will be due to the Facility Manager within 14 days of the first planned usage. The contract be delivered or mailed to: Milwaukee County Sports Complex, 6000 W Ryan Rd, Franklin, WI 53132.

3. **VENDOR RESPONSIBILITIES.** Vendor shall be responsible for the following:
 - Providing adequate supervision/security for all activities.
 - Providing all required equipment.
 - Set-up and tear-down of all equipment brought into the facility.
 - Adequate clean up after Event, leaving the facility in condition of cleanliness as was found prior to Event. A fee equal to the cost of excessive clean-up fee will be charged if the facility is not left in the condition it was found.
 - Removal of all medical sharps and medical waste at the conclusion of each day.

- Facility access and move-in, move-out to be coordinated with the Sports Complex facility manager.
4. **COUNTY RESPONSIBILITIES.** The County shall be responsible for the following:
 - Providing access and maintenance of public restrooms, lobby and common areas.
 - Providing access and maintenance to the field house.
 - Providing garbage cans and maintaining cleanliness of cans.
 - Providing staff to maintain the building, facility, and grounds through the duration of the event.
 5. **CONCESSIONS:** No concessions will be allowed or offered.
 6. **FOOD AND BEVERAGE VENDORS:** No food/beverage vendors will be allowed or offered.
 7. **OTHER FEES/REVENUES:**
 - a. Fees may apply to cover costs for:
 - Any utilities (electric, gas, water, wifi) used above and beyond regular facility operations to be reimbursed to Milwaukee County.
 - Any staffing costs (for cleaning, sanitizing, disposing of trash or medical waste) above and beyond normal operations to be reimbursed to Milwaukee County or contracted out and paid for by rental group.
 - Any commodities costs above and beyond normal facility operations to be reimbursed to Milwaukee County or contracted out and paid for by rental group (cleaning supplies, restroom supplies, etc.)
 - Any facility damage specifically due to activities related to the permit would be the responsibility of the rental group. (floor damage, damage to doorways due to move it, etc.)
 8. **CANCELLATION OF EVENTS.** Vendor must express their interest to extend the terms of the agreement within 14 days of the end of the current agreement.
 9. **INDEMNITY.** Each party to this Agreement agrees to indemnify, defend, and hold harmless the other party and its elected officials, officers, employees, agents or representatives, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional, or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives arising out of, involving, or in connection with this agreement. Each party's liability shall be limited by Wis. Stat § 345.05(3) for automobile and §893.80(3) for general liability. Nothing in this Agreement shall be construed to constitute a waiver of any otherwise applicable immunity, limited immunity or limitation on liability under Wisconsin law. The representations and indemnifications agreed upon in this Section shall survive the termination of this Agreement.

10. **INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY.** The County assumes no responsibility for any loss or damage to the personal property of the Vendor while in use or stored at or on the Premises. The Vendor shall maintain comprehensive liability insurance for all scheduled Activities and as required below. The Vendor shall provide the County with evidence of said coverage in the following minimum amounts – or applicable proof of insured status

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory, if applicable
Employers' Liability if applicable	\$100,000/\$500,000/\$100,000,

Milwaukee County will be named as an additional insured for General and Auto Liability. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Agreement. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.

Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Agreement.

The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the County Risk Manager.

11. **ASSIGNMENT.** Vendor shall not assign this Agreement or any part thereof, at any time during the terms of this Agreement.
12. **TERMINATION.** If there is any abuse of the use privileges granted under this Agreement, the non-breaching party shall notify the breaching party in writing and the breaching party shall correct the condition immediately. Failure by the breaching party to do so will be cause for termination of this Agreement.
13. **EQUAL OPPORTUNITY.** Vendor hereby agrees that no person on grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits, of, or be otherwise subjected to discrimination in association with Vendor's activities.

14. **OTHER.** Vendor is responsible for any taxes, fees and/or changes incurred by the Vendor's actions. The County will not be liable for any inconvenience to the Vendor or inaccessibility to Vendor, which is caused by the actions taken by the County for purposes of maintenance, public safety or other legal requirements.

15. **AGREEMENT IN TOTAL.** Vendor and the County agree that Vendor is not an agent of the County and that this agreement, as amended from time to time, constitutes the entire agreement between Vendor and the County.

16. **NOTICES.** Any notices required under this Agreement shall be deemed sufficiently given, or served, if sent by certified mail to the respective addresses set forth below:

If to the County:

Contracts Manager
Milwaukee County Parks Department
9480 Watertown Plank Rd.
Wauwatosa, WI 53226

If to Vendor:

VENDOR

IN WITNESS WHEREOF, the parties have hereto set their hands to this Agreement on the date and year written above.

Milwaukee County Dept. of Parks,
Recreation and Culture

by _____

Title: _____

Vendor: _____

by _____

Title: _____

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">03/02/21</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8567, BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8000, PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5762, CERTIFIED SURVEY MAP NO. 377 AND LANDS IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN</p> <p style="text-align: center;">(FRANKLIN-WYNDHAM, LLC, APPLICANT)</p> <p style="text-align: center;">(AT 7700-7780 SOUTH LOVERS LANE ROAD)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. H.</i></p>

At its February 18, 2021, regular meeting, the Plan Commission carried a motion to recommend approval of this Certified Survey Map, by a vote of 4-0-2. Additionally, the Plan Commission carried a motion to approve a land division variance to waive the required standard under Unified Development Ordinance §15-5 0101B 1 which requires all lots in a CSM or subdivision to have a minimum of 60 feet of frontage along a public street, by a vote of 4-0-2.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2021-_____, conditionally approving a 2 lot certified survey map, being a redivision of Lot 1 of Certified Survey Map No. 8567, being a redivision of Lot 1 of Certified Survey Map No. 8000, Parcel 1 of Certified Survey Map No. 5762, Certified Survey Map No. 377, and lands in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 8, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

(Franklin-Wyndham, LLC, applicant) (at 7700-7780 South Lovers Lane Road).

RESOLUTION NO. 2021-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT
CERTIFIED SURVEY MAP, BEING A REDIVISION OF LOT 1 OF CERTIFIED
SURVEY MAP NO. 8567, BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY
MAP NO. 8000, PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5762, CERTIFIED
SURVEY MAP NO. 377 AND LANDS IN THE SOUTHWEST 1/4 AND NORTHWEST
1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 21
EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN
(FRANKLIN-WYNDHAM, LLC, APPLICANT)
(AT 7700-7780 SOUTH LOVERS LANE ROAD)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a redivision of Lot 1 of Certified Survey Map No. 8567, being a redivision of Lot 1 of Certified Survey Map No. 8000, parcel 1 of Certified Survey Map No. 5762, Certified Survey Map No. 377 and lands in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 8, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the properties located at 7700-7780 South Lovers Lane Road, bearing Tax Key No. 794-9999-006, Franklin-Wyndham, LLC, applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

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

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

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

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

3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Franklin-Wyndham, LLC, successors and assigns, and any developer of the Franklin-Wyndham, LLC 2 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Franklin-Wyndham, LLC and the 2 lot certified survey map project for the properties located at 7700-7780 South Lovers Lane Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. All revisions specified by the City of Franklin and Milwaukee County shall be satisfactorily addressed prior to recording.
7. Franklin-Wyndham, LLC, successors and assigns, shall ensure that all buildings located on proposed Lot 2 of this CSM shall be in compliance with the requirements of the Wisconsin Commercial Building Code, particularly with respect to fire separation requirements.

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

FRANKLIN-WYNDHAM, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2021-_____
Page 3

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2021.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN

Item D.1

REPORT TO THE PLAN COMMISSION

Meeting of February 18, 2021

Certified Survey Map/Land Division Varinace

RECOMMENDATION: Department of City Development staff recommends approval of the Land Division Variance and the Certified Survey Map, subject to the conditions set forth in the attached resolution.

Property Owner/Applicant:	Franklin-Wyndham, LLC
Street Address/Tax Key Number:	7700-7780 S. Lovers Lane Road/794-9999-006
Lot Size:	21.68 acres
Zoning District:	CC City Civic Center
Land Division Variance Request:	To permit creation of a new lot without public street frontage.
CSM Proposal:	To create a new Lot 2 for the Pick-n-Save property and associated parking.
Staff Planner:	Heath Eddy, AICP

APPLICANT’S REQUEST

The applicant is requesting approval of a revised 2-lot Certified Survey Map (CSM) to create a new Lot 2 for the building, parking, and loading area associated with the Pick-n-Save grocery store at the Shoppes at Wyndham Village. As part of this request, the applicant is also requesting approval of a Land Division Variance to Section 15-5.0101(B)(1) to permit creation of a new lot without public street frontage.

CHARACTER OF THE SITE AND SURROUNDING AREA

The subject property is the aforementioned Shoppes at Wyndham Village, which was largely developed in the early 2000s with a Target, Summit Credit Union, various small shops in two multi-tenant buildings, a soon-to-be opened Learning Experience daycare/nursery school facility, and the Pick-n-Save.

The property is bordered to the east, southeast, and south with significant wetland areas which are designated with Conservation Easements under prior approvals. To the north of the subject

property is the Wyndham Ridge subdivision; to the east is the Risen Savior Lutheran Church; and to the west are a gas station and the developing Bodner apartments complex.

DESCRIPTION OF THE APPLICATION

The applicant is requesting approval in order to create a separate lot for the Pick-n-Save store including the parking area and the loading area to the rear of the building. This is technically the third “Lot 2” of the Shoppes at Wyndham Village, but the other two include the Target store (approved as Lot 2 on CSM #8000) and a still-vacant property owned by the applicant with frontage along Drexel Avenue adjacent to the right in-right out (approved as Lot 2 on CSM #8567). The proposed lot is 4.25 acres in size.

In order to approve the proposed CSM, the applicant needs approval of a Land Division Variance by the Plan Commission to waive the requirement of Section 15-5.0101(B)(1) which states that

“The Certified Survey Map or Subdivision shall be designed so as to provide each lot with a minimum of 60 feet frontage along a public street ”

The applicant has provided written justification for this request (see attached) based on the requirements in Section 15-9.0310(B). Staff review based on these standards is provided below.

UNIFIED DEVELOPMENT ORDINANCE REQUIREMENTS

In order to approve the CSM, the Plan Commission and Common Council must find that the proposed land division meets the requirements for a CSM as provided in the Unified Development Ordinance, including all standards for development as provided in the following sections of the UDO:

- Division 15-7.0700 Certified Survey Map
- Division 15-5.0100 Design Standards for Land Divisions
- Division 15-8.0100 Required Improvements for Land Divisions
- Division 15-8.0200 Construction

In addition, the request for a Land Division Variance is evaluated and approved based on the standards contained in the following section of the UDO”

- §15-9.0310(B) Plan Commission Findings of Fact and Conditions, Land Division Variances

Staff’s review comments regarding the CSM is provided in the appendix. There were a few minor comments that are included for follow-up with the City and the Milwaukee County Register of Deeds office, but nothing of major issue. The primary issue is the Land Division Variance request. The following is staff’s analysis of this request.

Plan Commission Findings of Fact and Conditions – Land Division Variances (§15-9.0310(B))

No variance to the provisions of Divisions 15-5.0100, 15-8.0100, and 15-8.0200 of this Ordinance shall be granted unless the Plan Commission finds by the greater weight of the

evidence that all the following facts and conditions exist and so indicates in the minutes of its proceedings:

Standard 1: Exception Circumstances. (a) There is exceptional, extraordinary, or unusual circumstances or conditions where a literal enforcement of the requirements of this Ordinance would result in severe hardship. (b) Such hardships should not apply generally to other properties or be of such a recurrent nature as to suggest that the land division portions of the Unified Development Ordinance should be changed.

Staff's Findings: It would be extremely difficult to create a lot under the provisions of Section 15-5.0101(B)(1) with respect to the subject property as currently developed. The cross-access easements are already in place and therefore the applicant does not need to provide additional access as a condition of approval. The rationale for the frontage requirement is typical with single family residential developments and to prevent landlocking properties, but does not apply in this case. In staff's opinion this standard is met.

Standard 2: Preservation of Property Rights. Such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity.

Staff's Findings: The applicant's request is merely to permit creation of the only lot that doesn't have direct frontage on a public street. To the extent this impacts adjacent property rights, it verifies that commercial development of the type established at the Shoppes at Wyndham Village is logically established and should be maintained. The same standard should be applied to other similar developments across the City of Franklin. Therefore, in staff's opinion this standard is met.

Standard 3: Absence of Detriment. That the variance will not create substantial detriment to adjacent property and will not materially impair or be contrary to the purpose and spirit of this Ordinance or the public interest.

Staff's Findings: With respect to conditions on the ground, the CSM at the heart of this request is only placing a legal property line around an already-existing Pick-n-Save store. The applicant is creating the opportunity to sell the property rather than retain a lease as the only method of transaction. As mentioned above, this type of request, when applied to a commercial operation such as the Shoppes at Wyndham Village, does not create substantial detriment to adjacent properties nor will it be contrary to the public interest. In staff's opinion, this standard is met.

CONCLUSION AND RECOMMENDATION

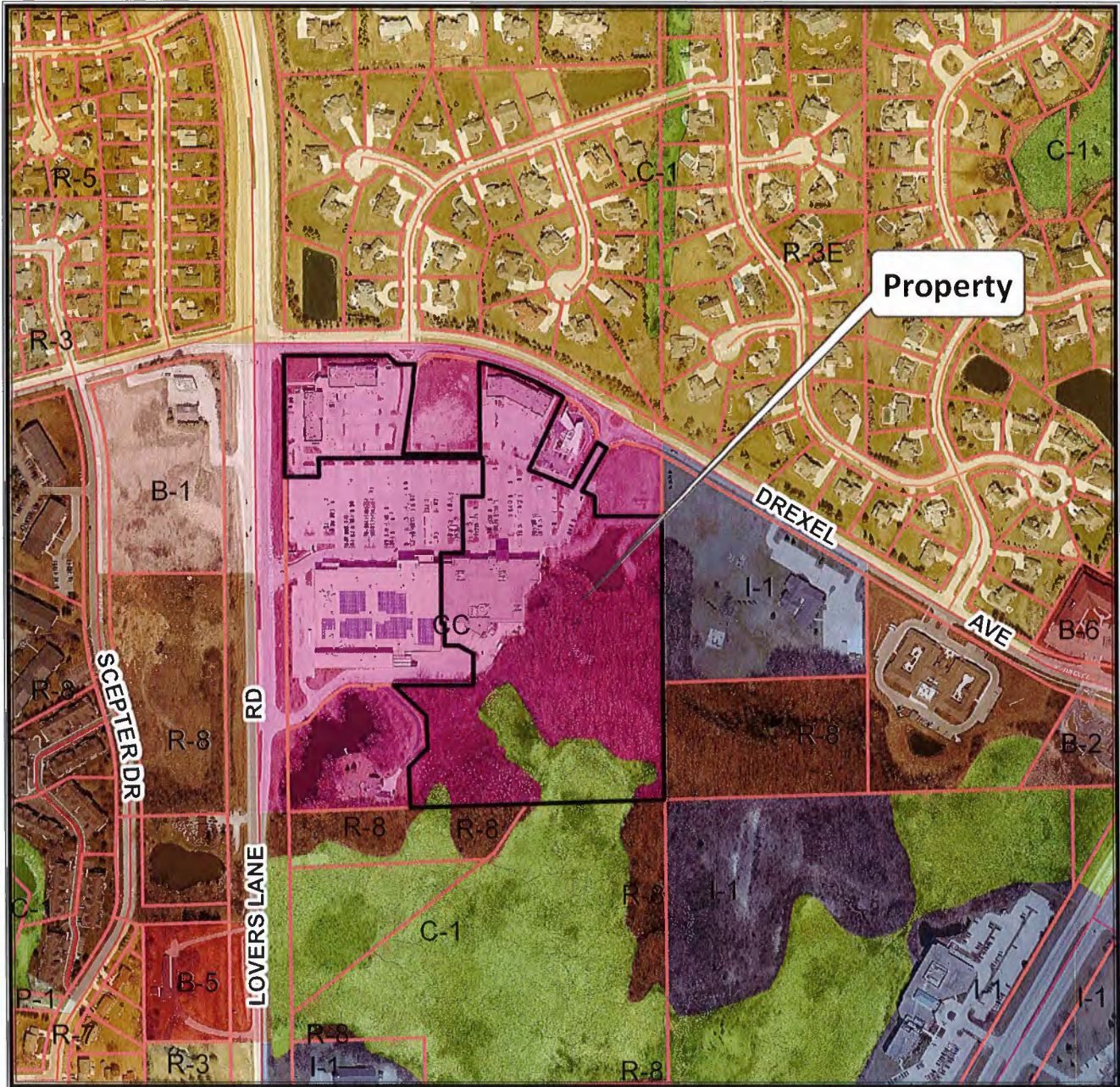
Staff recommends the following:

1. Approval of the Land Division Variance to waive the requirement for public street frontage under Section 15-5.0101(B)(1);
2. Recommend approval of the Certified Survey Map, subject to the recommended conditions as contained in the draft Resolution.

APPENDICES

1. Site Map
2. Proposed Land Division Variance Resolution of Adoption
3. Proposed CSM Resolution of Adoption
4. Application Forms (Land Division Variance and CSM).
5. Staff Review Comments to Applicant
6. Applicant's Land Division Variance Justification
7. Proposed CSM

7700 & 7780 S. Lovers Lane Road
TKN: 794 9999 006



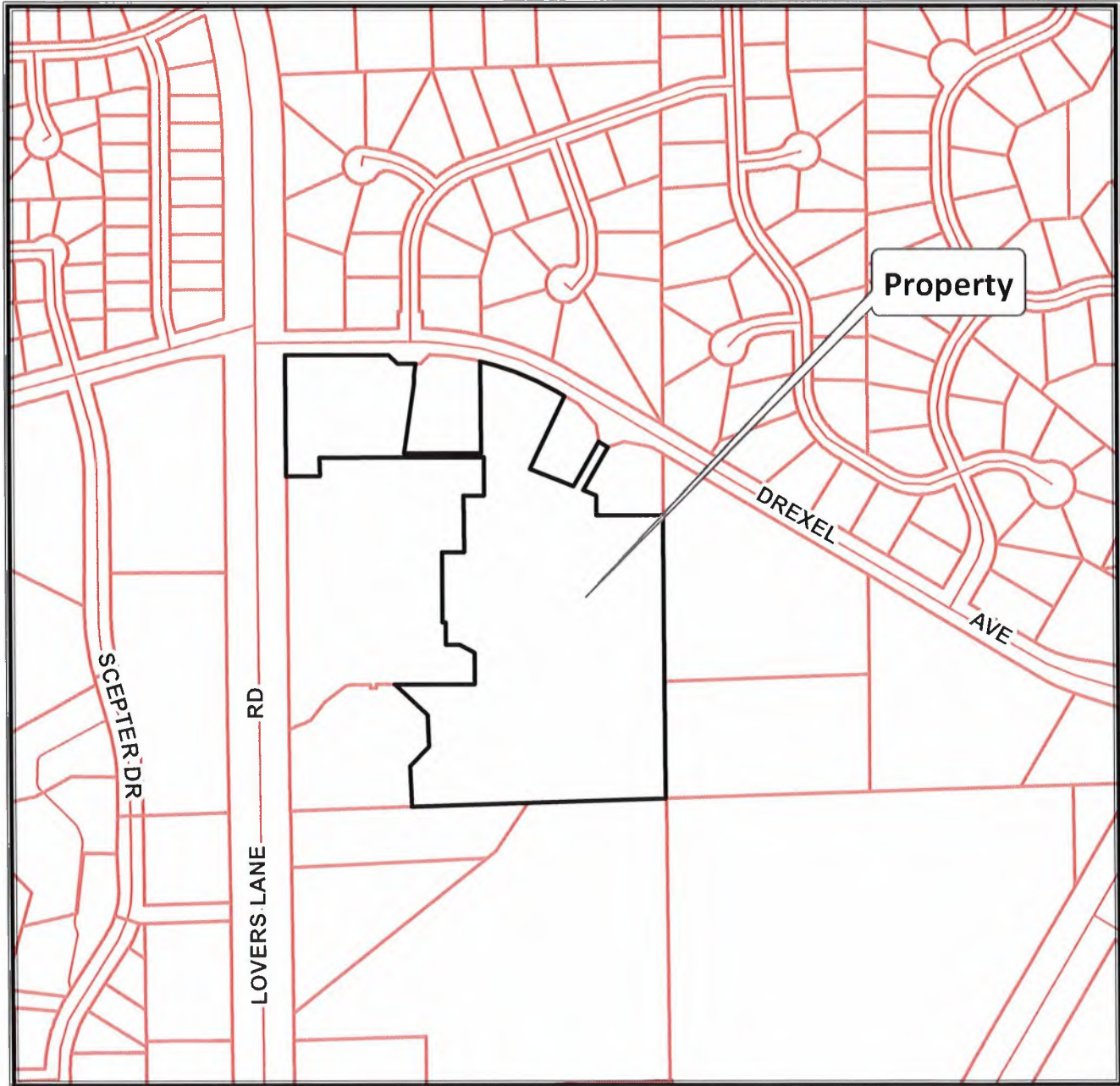
Planning Department
(414) 425-4024



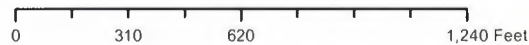
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.



7700 & 7780 S. Lovers Lane Road
TKN: 794 9999 006



Planning Department
(414) 425-4024



2017 Aerial Photo

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

[Draft 2-9-21]

RESOLUTION NO. 2021-_____

A RESOLUTION CONDITIONALLY APPROVING A LAND DIVISION VARIANCE FOR A 2 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8567, BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8000, PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5762, CERTIFIED SURVEY MAP NO. 377 AND LANDS IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN
(FRANKLIN-WYNDHAM, LLC, APPLICANT)
(AT 7700-7780 SOUTH LOVERS LANE ROAD)

WHEREAS, the City of Franklin, Wisconsin, having received an application from Franklin-Wyndham, LLC, for a land division variance to allow for the creation of a lot without the required public street frontage, such variance being necessary as a concurrent application for approval of a certified survey map, such map being a redivision of Lot 1 of Certified Survey Map No. 8567, being a redivision of Lot 1 of Certified Survey Map No. 8000, parcel 1 of Certified Survey Map No. 5762, Certified Survey Map No. 377 and lands in the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 8, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the properties located at 7700-7780 South Lovers Lane Road, bearing Tax Key No. 794-9999-006, Franklin-Wyndham, LLC, applicant; and

WHEREAS, §15-9.0310 of the Unified Development Ordinance allows for Land Division Variances in part from the provisions of Division 15-5.0100, §15-5.0101.B.1. providing that public street frontage is required; and

WHEREAS, §15-9.0310 of the Unified Development Ordinance sets forth findings which must be made by the Plan Commission and approved by a majority vote of the entire membership of the Plan Commission (4 votes) for approval of a Land Division Variance application.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Commission makes the following findings upon the greater weight of the evidence that all the following facts and conditions exist:

1. There are exceptional, extraordinary, or unusual circumstances or conditions where a literal enforcement of the requirements of this Ordinance would result in severe hardship, to wit: CSM No. 8567 uniquely configured the Site in an almost “glove-like” fashion when it established the three separate outlots but with two other

A RESOLUTION CONDITIONALLY APPROVING A LAND DIVISION VARIANCE
FOR FRANKLIN-WYNDHAM, LLC
RESOLUTION NO. 2021- _____

Page 2

outlot “fingers” extending from the base (bearing the designation of Lot 1). By virtue of careful traffic engineering and design, the Site is served by the two access points along Drexel Avenue. Over the years there has not been any need to construct new public streets for the Site as the layout is highly functional and the public is very familiar with the internal circulation patterns and access points. The design also maximizes the commercial development opportunities and values at the Site. The unique layout of the Site also includes the wetlands area Natural Resource Features on the south and east sides of Lot 1. Cloverleaf did not create the unique “glove-like” configuration so it is not a self-imposed hardship. In fact, one of the reasons Cloverleaf is proposing the New Lot is to better align the parcels at the Site with contemporary ownership, management, maintenance and operational standards. Constructing a new public street to the Pick ‘n Save is unfeasible and undesirable given the Natural Resources Features surrounding the New Lot and where the rest of the Site is nearly fully developed, yet adequately served by the existing public streets and access points. A severe hardship will result by the literal enforcement of the public street frontage requirements under the totality of the circumstances that exist related to the exceptional, extraordinary, or unusual circumstances that exist pertaining to the Site.

2. Such hardships should not apply generally to other properties or be of such a recurrent nature as to suggest that the land division portions of the Unified Development Ordinance should be changed, to wit: The unique layout and parcel configurations at the Shoppes at Wyndham Village are due to the development and sale history of the Site, as well as land use plan design to position the large format retail stores (Target and Pick ‘n Save) adjacent to each other at the interior with a series of successful outlots at the perimeter. The Site is also located at a major intersection consisting of Lovers Lane Road – a state highway (STH 100) – and Drexel Avenue, one of the City’s main east-west thoroughfares. The specific location and configuration of the Site, and the previous land divisions over the years by prior owners, establish that these conditions are not of such a recurrent nature that they should generally apply to other properties in the City. In other words, it does not appear appropriate or necessary to amend or repeal the section of the UDO regarding 60 feet of frontage along a public street. The City-wide standard can be preserved but the unique circumstances in this limited instance can be addressed by granting a land division variance.

3. Such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity, to wit: Current market conditions typically locate full-service grocery stores on separate parcels to better facilitate property management, maintenance and cost-sharing elements. The proposed CSM simply creates the New Lot so that Pick ‘n Save is located on a separate parcel but neither the CSM nor the variance will result in any physical

A RESOLUTION CONDITIONALLY APPROVING A LAND DIVISION VARIANCE
FOR FRANKLIN-WYNDHAM, LLC
RESOLUTION NO. 2021-_____

Page 3

changes at the Site. In addition, all of the Natural Resource Features and storm water facilities will remain intact and associated with Lot 1. The proposed CSM also includes the existing parking and cross access easement, utility easements, and conservation easement so the substantial property rights possessed by other properties will be preserved. For all of these reasons, the New Lot to be created by the CSM and this variance will serve to generally preserve and enhance the enjoyment of the property rights by other properties in the vicinity.

4. That the variance will not create substantial detriment to adjacent property and will not materially impair or be contrary to the purpose and spirit of this Ordinance or the public interest, to wit: The proposed variance will not be a detriment to any adjacent property owner, but rather will be consistent and compatible with the existing conditions at the Site and the properties surrounding it. Even though a new parcel will be created, the New Lot will not result in any physical changes at the Site such that neither the CSM nor the variance will create any substantial detriment. The access points to Drexel Avenue will remain and all of the parcels will continue to be served by the parking and cross access easement. Similarly, the Natural Resource Features and storm water facilities will remain intact along with the existing conservation easement and utility easements. Further, granting the requested variance will not materially impair or be contrary to the purpose and spirit of Section 15-5.0101.B.1., UDO. Street frontage ordinance standards are commonly adopted to prevent “landlocked” parcels and otherwise ensure adequate ingress and egress from a property. The Site, however, is 25+ acres and the public interest is served by the careful traffic engineering and design for the Site concentrating the public street access at the points along Drexel Avenue. It would be contrary to the public interest to construct a new public street to the Pick ‘n Save given the Natural Resources Features surrounding the New Lot and the nearly fully-developed outlots. Finally, the purpose and spirit of the public street frontage ordinance will be met by virtue of the parking and cross access easement.

BE IT FURTHER RESOLVED, that the application by Franklin-Wyndham, LLC, for a Land Division Variance, upon the above findings, be and the same is hereby approved, subject to the approval of the aforesaid certified survey map application by Franklin-Wyndham, LLC.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2021.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2021.

A RESOLUTION CONDITIONALLY APPROVING A LAND DIVISION VARIANCE
FOR FRANKLIN-WYNDHAM, LLC
RESOLUTION NO. 2021-_____

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APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

MEMORANDUM

Date: February 5, 2021
To: Jonathan E. Basofin, Franklin-Wyndham, LLC
CC: Brian C. Randall, Davis & Kuelthau, s.c.
From: Department of City Development.
RE: Certified Survey Map and Land Division Variance applications, 7700-7780 S. Lovers Lane Road

Please be advised that City Staff has reviewed the above applications received on January 20, 2021, for a two-lot Certified Survey Map (CSM) and accompanying Land Division Variance to create a separate Lot 2 for the Pick-n-Save at the Shoppes at Wyndham Village located at 7700-7800 S. Lovers Lane Road. Please note the following comments:

Department of City Development

1. The CSM Sheet 1 of 17 includes some incorrect zoning designations for adjacent properties, as required per Section 15-7.0702(M). Please provide the following corrections to the zoning designations for adjacent properties:
 - a. Megna Living Trust (west side of Lovers Lane Road): B-1
 - b. 122nd Street Land Company (west side of Lovers Lane Road): R-8
 - c. State of Wisconsin (south of property): R-8 and C-1
 - d. Wyndham Ridge Subdivision (north of Drexel Avenue): R-3E
2. The Surveyor's Certificate (Sheet 15 of 17) provides a legal description that only includes a total acreage for Lot 1. There doesn't appear to be a written legal description for the proposed Lot 2.

Engineering Department Comments

- 3 *No comments on the Land Division Variance request Staff is still reviewing the technical aspects of the CSM*

Fire Department Comments

- 4 *The fire department has no comments or concerns*

Police Department Comments

- 5 *The police department has no issues with this project*

Inspection Services Department Comments

- 6 *As I understand the proposal, the resulting change would create a new property line between the Pick N' Save building and the adjacent tenant spaces Since both sections of the building are connected, the approval should include a condition that the building be reviewed for compliance with the Wisconsin Commercial Building Code (specifically IBC chapters 5, 6 & 7) with regard to the fire separation requirements Any resulting Building Code violations will need to be corrected*

through Inspection Services

7 *Inspection Services has no comments on the Land Division Variance at this Time*

Milwaukee County Register of Deeds

See the attached cover letter from the MCRD.

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



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

Date of Application _____

CERTIFIED SURVEY MAP (CSM) APPLICATION

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

<p>Applicant (Full Legal Name[s]). Name <u>Jonathan E. Basofin</u> Company <u>Franklin-Wyndham, LLC</u> Mailing Address <u>666 Dundee Road, Suite 901</u> City / State <u>Northbrook, IL</u> Zip <u>60062</u> Phone <u>847.272.3300</u> Email Address <u>jeb@cleafgroup.com</u></p> <p>Project Property Information: Property Address <u>7700-7800 S Lovers Lane Rd</u> Property Owner(s) <u>Franklin-Wyndham, LLC</u></p> <p>Mailing Address <u>666 Dundee Road, Suite 901</u> City / State <u>Northbrook, IL</u> Zip <u>60062</u> Email Address <u>jeb@cleafgroup.com</u></p>	<p>Applicant Is Represented by (contact person)(Full Legal Name[s]) Name <u>Brian C Randall</u> Company <u>Davis & Kuelthau, s.c.</u> Mailing Address <u>111 E Kilbourn Avenue, Suite 1400</u> City / State <u>Milwaukee, WI</u> Zip <u>53202</u> Phone <u>414 225 1484</u> Email Address <u>brandall@dkattorneys.com</u></p> <p>Tax Key Nos <u>794-9999-006</u></p> <p>Existing Zoning <u>CC, C-1</u> Existing Use <u>Commercial</u> Proposed Use <u>No Change</u> CMP Land Use Identification <u>Mixed Use Areas of Natural Resource Features</u></p>
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*The 2025 Comprehensive Master Plan Future Land Use Map is available at <http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm>

Certified Survey Maps shall be prepared as provided in § 236.34 (1m) (c) Wis. Stats. and Division 15-7.0700 of the Unified Development Ordinance.

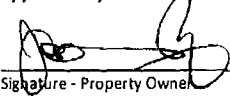
Certified Survey Map submittals for review must include and be accompanied by the following

- Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds \$75
 - Two (2) original map copies for Milwaukee County review, prepared at 8 1/2" wide by 14" long on durable white paper
- This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- Application Filing Fee, payable to City of Franklin \$1,500
- Seven (7) complete sets of Application materials, for City of Franklin review to include
 - Project Summary a written detailed description of the project One (1) original and six (6) copies
 - Map Copies One (1) original map copy and six (6) map copies prepared at 8-1/2" wide by 14" long and must be clearly legible
- As may be required, seven (7) copies of a "Natural Resource Protection Plan and "Landscape Plan" for any landscape bufferyard easement areas
- If applicable, three (3) copies of the Natural Resource Protection report (see Division 15-9 0309D of the UDO)
- If applicable, one copy of the Site Intensity and Capacity Calculations (see Division 15 3 0500 of the UDO)
- Email (or CD ROM) with all plans and submittal materials in Adobe PDF (May be waived by City Planner)

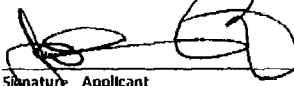
- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- All Certified Survey Map requests require Plan Commission review and Common Council approval
- All Certified Survey Map requests shall comply with Chapter 236 of the Wisconsin State Statutes

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

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

Signature - Property Owner


 Jonathan E. Basofin, President of The Cloverleaf Real Estate Group Inc. the Manager of Franklin Wyndham, LLC
 Name & Title (PRINT)
 Date 1/12/21

Signature Applicant


 Jonathan E. Basofin, President of The Cloverleaf Real Estate Group Inc. the Manager of Franklin Wyndham, LLC
 Name & Title (PRINT)
 Date 1/12/21

Signature - Property Owner

 Name & Title (PRINT)
 Date _____

Signature Applicant's Representative

 Name & Title (PRINT)
 Date _____

Franklin

FEB 01 2021

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

City Development



City of Franklin

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

Date of Application _____

VARIANCE AND APPEALS APPLICATION

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

Property Owner/Legal Entity (Full Legal Name[s])		Applicant is Represented by (contact person) (Full Legal Name[s])	
Name	<u>Franklin-Wyndham, LLC</u>	Name	<u>Brian C. Randall</u>
Name	<u>c/o Jonathan E Basofin</u>	Company	<u>Davis & Kuelthau, s.c</u>
Mailing Address	<u>666 Dundee Road, Suite 901</u>	Mailing Address	<u>111 E Kilbourn Avenue Suite 1400</u>
City / State	<u>Northbrook, IL</u> Zip <u>60062</u>	City / State	<u>Milwaukee, WI</u> Zip <u>53202</u>
Phone	<u>847 272.3300</u>	Phone	<u>414.225.1484</u>
Email Address	<u>jeb@cleafgroup.com</u>	Email Address	<u>brandall@dkattomeys.com</u>
Project Property Information		Variance Type Requested.	
Property Address	<u>7700-7800 S Lovers Lane Rd</u>	<input type="checkbox"/> Administrative Appeal *	UDO Section 15 10 0205
Tax Key Nos	<u>794-9999-006</u>	<input type="checkbox"/> Area Variance *	UDO Section 15 10 0206
Existing Zoning	<u>CC, C-1</u>	<input type="checkbox"/> Use Variance *	UDO Section 15 10.0207
Existing Use	<u>Commercial</u>	<input type="checkbox"/> Non-Conforming Use(s)	UDO Section 15 3 1010E
Proposed Use	<u>No Change</u>	<input checked="" type="checkbox"/> Land Division Variance**	UDO Section 15 9 0310
Future Land Use Identification	<u>Mixed Use Areas of Natural Resource Features</u>		
<p>The 2025 Comprehensive Master Plan <u>Future Land Use Map</u> is available at http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm The Unified Development Ordinance is available at the City's website www.franklinwi.gov</p>			


Variance and Appeals Application submittals for review must include and be accompanied by the following:
(See Section 15 10 0206 of the Unified Development Ordinance for additional Variance requirements and procedures)

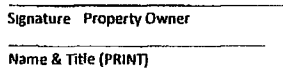
- This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- Application Filing Fee, payable to City of Franklin \$250
- Legal Description for the subject property (WORD doc or compatible format)
- Seven (7) complete **collated** sets of Application materials to include.
 - One (1) original and six (6) copies of a written Project Summary describing the project and including the information requested in Sections 15 9 0105C (Administrative Appeal) or 15-9.0106C (Variance) of the Unified Development Ordinance
 - Three (3) folded full size, drawn to scale copies of the Plat of Survey, Site Plan, Building Elevations, Landscape Plan and Outdoor Lighting Plan, as appropriate, Photographs and any other supporting documents, which illustrate the Variance request.
 - Four (4) folded reduced size (11"x17") copies of the above stated submittal materials
- Three (3) Affidavit Forms with original and notarized signatures (facsimiles and copies will not be accepted)
- *Completed "Findings and Factors in the Review of Variances" Form (from Sections 15 10 0206C 1 and 15 10 0211 of the UDO)
- **Completed "Findings and Factors in the Review of Land Division Variances" Form (from Sections 15-9 0310B 1 of the UDO)
- Email (or CD ROM) with all plans/submittal materials (where applicable) Plans must be submitted in both Adobe PDF and AutoCAD compatible format

*Upon receipt of a complete submittal, staff review will be conducted within ten business days
*Most Variance and Appeal requests require a public hearing prior to Board or Commission approval

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7.00 a m and 7:00 p m daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis Stat §943 13

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

Signature 
Jonathan E. Basofin, President of The Cleveland Real Estate Group Inc. the Manager of Franklin-Wyndham, LLC
Name & Title (PRINT)
Date 1/12/21

Signature 
Brian C. Randall, Attorney
Name & Title (PRINT)
Date 1/27/21



Findings and Factors in the Review of Land Division Variances

Date: January 15, 2021

Case No. _____

Property Owner: Franklin-Wyndham, LLC

Property Address: 7700-7780 S. Lovers Lane Rd.

Section 15-9.0310B.1 of the City of Franklin Unified Development Ordinance states, “No variance to the provisions of Divisions 15-5.0100, 15-8.0100, and 15-8.0200 of this Ordinance shall be granted unless the Plan Commission finds by the greater weight of the evidence that all the following facts and conditions exist and so indicates in the minutes of its proceedings:

1. There is exceptional, extraordinary, or unusual circumstances or conditions where a literal enforcement of the requirements of this Ordinance would result in severe hardship.

See Supplement to the Findings and Factors in the Review of Land Division Variances Form, attached.

2. Such hardships should not apply generally to other properties or be such a recurrent nature as to suggest that the land division portions of the Unified Development Ordinance should be changed.

See Supplement to the Findings and Factors in the Review of Land Division Variances Form, attached.

3. Such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity.

See Supplement to the Findings and Factors in the Review of Land Division Variances Form, attached.

4. That the variance will not create substantial detriment to adjacent property and will not materially impair or be contrary to the purpose and spirit of this Ordinance or the public interest.

See Supplement to the Findings and Factors in the Review of Land Division Variances Form, attached.



Supplement to the Findings and Factors in the Review of Land Division Variances Form

January 15, 2021

This Supplement to the Findings and Factors in the Review of Land Division Variances Form is submitted by Franklin-Wyndham, LLC (the “Applicant”), through its attorneys, Davis & Kuelthau, s.c. and property surveyors IMEG Corp., pursuant to §§ 15-7.0700 and 15-9.0310 of the Franklin Unified Development Ordinance (“UDO”), in support of its applications for a Certified Survey Map and Land Division Variance.

A. Introduction.

First developed in 2008, The Shoppes at Wyndham Village is a 25+ acre multi-tenant retail/service center at 7700-7780 S. Lovers Lane Road (STH 100) in the southeast quadrant of the Drexel Avenue and Lovers Lane Road intersection (the “Site”). The Site has over 94,000 square feet of leasable space and is anchored by a 60,000+ square foot Pick ’n Save grocery store and “shadow anchored” by a Target store (located on a separate property owned by another party). Around the perimeter of the Site along Drexel Avenue are The Shoppes at Wyndham Village outlot parcels and buildings including three separate outlots (Learning Experience, Summit Credit Union, and a third that is currently vacant).

In 2013, the Site and outlot parcels were purchased by Franklin-Wyndham, LLC, a property ownership entity that is managed by The Cloverleaf Real Estate Group, Inc. (“Cloverleaf”). Cloverleaf is a Midwest, multigenerational commercial real estate investment firm with extensive experience owning and operating similar properties throughout Indiana and Illinois.

To bring the Site configuration and ownership structure options current with market standards, Cloverleaf proposes to create a separate parcel for Pick ’n Save as is now common for full-service grocery store sites with respect to ownership, management, maintenance and operational standards. The layout will also facilitate the development and financing of the remaining vacant outlot as well as enhance the opportunities to re-tenant any vacancies that may arise from time to time.

The separate parcel will be created by Certified Survey Map (“CSM”) that will divide the current Lot 1 to establish a separate parcel for Pick ’n Save (the “New Lot”). The related application for CSM approval has been separately filed concurrently herewith but a copy of the proposed CSM is attached for convenient reference. *See Attachment.* Cloverleaf engaged the

same surveyor who drafted CSM No. 8567 (approved on October 1, 2013 by the Common Council at the request of the previous owner) to prepare the new CSM. Importantly, Cloverleaf intends to retain on Lot 1 the existing storm water pond and primarily all of the existing wetlands as shown on the proposed CSM. *See Attachment*. However, the proposed layout of the separate parcel for Pick 'n Save will be a "landlocked" parcel and it will not have 60 feet of frontage along a public street per Section 15-5.0101.B.1., UDO.

B. Land Division Variance Findings and Factors.

Under the UDO, a land division variance may be granted for the New Lot that does not have 60 feet of frontage along a public street. *See* Section 15-5.0101.B.1., UDO. Therefore, pursuant to § 15-9.0310, Cloverleaf submits to the Plan Commission that the following facts and conditions exist for a land division variance to be granted allowing the New Lot not to have 60 feet of frontage along a public street:

- 1. There is [sic] exceptional, extraordinary, or unusual circumstances or conditions where a literal enforcement of the requirements of this Ordinance would result in severe hardship.**

CSM No. 8567 uniquely configured the Site in an almost "glove-like" fashion when it established the three separate outlots but with two other outlot "fingers" extending from the base (bearing the designation of Lot 1). By virtue of careful traffic engineering and design, the Site is served by the two access points along Drexel Avenue. Over the years there has not been any need to construct new public streets for the Site as the layout is highly functional and the public is very familiar with the internal circulation patterns and access points. The design also maximizes the commercial development opportunities and values at the Site. The unique layout of the Site also includes the wetlands area Natural Resource Features on the south and east sides of Lot 1.

Cloverleaf did not create the unique "glove-like" configuration so it is not a self-imposed hardship. In fact, one of the reasons Cloverleaf is proposing the New Lot is to better align the parcels at the Site with contemporary ownership, management, maintenance and operational standards. Constructing a new public street to the Pick 'n Save is unfeasible and undesirable given the Natural Resources Features surrounding the New Lot and where the rest of the Site is nearly fully developed, yet adequately served by the existing public streets and access points.

A severe hardship will result by the literal enforcement of the public street frontage requirements under the totality of the circumstances that exist related to the exceptional, extraordinary, or unusual circumstances that exist pertaining to the Site.

- 2. Such hardships should not apply generally to other properties or be of such a recurrent nature as to suggest that the land division portions of the Unified Development Ordinance should be changed.**

The unique layout and parcel configurations at the Shoppes at Wyndham Village are due to the development and sale history of the Site, as well as land use plan design to position the large format retail stores (Target and Pick 'n Save) adjacent to each other at the interior with a series of successful outlots at the perimeter. The Site is also located at a major intersection consisting of Lovers Lane Road – a state highway (STH 100) – and Drexel Avenue, one of the City's main east-west thoroughfares. The specific location and configuration of the Site, and the previous land divisions over the years by prior owners, establish that these conditions are not of such a recurrent nature that they should generally apply to other properties in the City. In other words, it does not appear appropriate or necessary to amend or repeal the section of the UDO regarding 60 feet of frontage along a public street. The City-wide standard can be preserved but the unique circumstances in this limited instance can be addressed by granting a land division variance.

- 3. Such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity.**

Current market conditions typically locate full-service grocery stores on separate parcels to better facilitate property management, maintenance and cost-sharing elements. The proposed CSM simply creates the New Lot so that Pick 'n Save is located on a separate parcel but neither the CSM nor the variance will result in any physical changes at the Site.

In addition, all of the Natural Resource Features and storm water facilities will remain intact and associated with Lot 1. The proposed CSM also includes the existing parking and cross access easement, utility easements, and conservation easement so the substantial property rights possessed by other properties will be preserved.

For all of these reasons, the New Lot to be created by the CSM and this variance will serve to generally preserve and enhance the enjoyment of the property rights by other properties in the vicinity.

- 4. The variance will not create substantial detriment to adjacent property and will not materially impair or be contrary to the purpose and spirit of this Ordinance or the public interest.**

The proposed variance will not be a detriment to any adjacent property owner, but rather will be consistent and compatible with the existing conditions at the Site and the properties surrounding it. Even though a new parcel will be created, the New Lot will not result in any physical changes at the Site such that neither the CSM nor the variance will create any substantial detriment. The access points to Drexel Avenue will remain and all of the parcels will continue to be served by the parking and cross access easement. Similarly, the Natural Resource

Features and storm water facilities will remain intact along with the existing conservation easement and utility easements.

Further, granting the requested variance will not materially impair or be contrary to the purpose and spirit of Section 15-5.0101.B.1., UDO. Street frontage ordinance standards are commonly adopted to prevent “landlocked” parcels and otherwise ensure adequate ingress and egress from a property. The Site, however, is 25+ acres and the public interest is served by the careful traffic engineering and design for the Site concentrating the public street access at the points along Drexel Avenue. It would be contrary to the public interest to construct a new public street to the Pick ‘n Save given the Natural Resources Features surrounding the New Lot and the nearly fully-developed outlots. Finally, the purpose and spirit of the public street frontage ordinance will be met by virtue of the parking and cross access easement.

C. Conclusion.

By virtue of the foregoing, as well as the applications for a Certified Survey Map and Land Division Variance together with all of the plans and submittal materials filed herewith, we respectfully request that the City approve the land division variance for the Site.

Respectfully Submitted,

Franklin-Wyndham, LLC c/o The Cloverleaf Real Estate Group, Inc.

Jonathan E. Basofin
Ross E. Cosyns

Davis & Kuelthau, s.c.

Brian C. Randall, Esq.
Ryan M. Spott, Esq.

Attorneys for Franklin-Wyndham, LLC

IMEG Corp.

Theodore E. Morrill, PLS

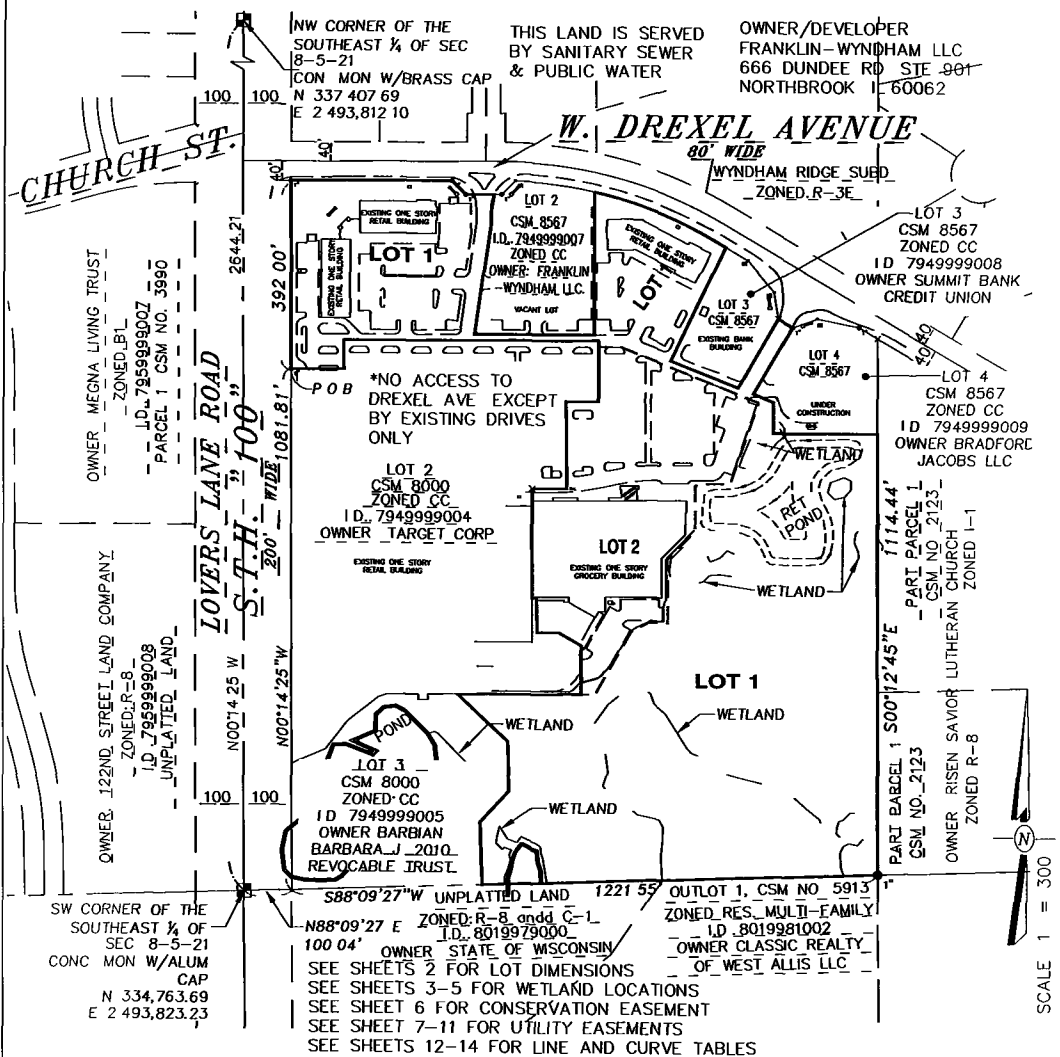
Property Surveyors for Franklin-Wyndham, LLC

Attachment (proposed Certified Survey Map)

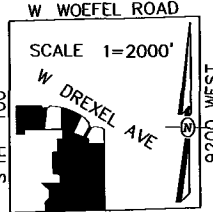
CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CSM 8567, BEING A REDIVISION OF LOT 1 OF CSM 8000, PARCEL 1 OF CERTIFIED SURVEY MAP NO 5762, CERTIFIED SURVEY MAP NO 377, AND LANDS IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

• 1" DENOTES 1" IRON PIPE -- FOUND
 - ALL OTHER LOT CORNER ARE MARKED AS SET(MAG, IP, IR, X-AS INDICATED HEREON)
 ALL DIMENSIONS ARE MEASURED AND SHOWN TO THE NEAREST HUNDREDTH OF A FOOT
 BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD 1983/2011
 THE SOUTH LINE OF THE SOUTHEAST 1/4 SECTION 8-5-21 HAVING A BEARING OF S88°09'27" W



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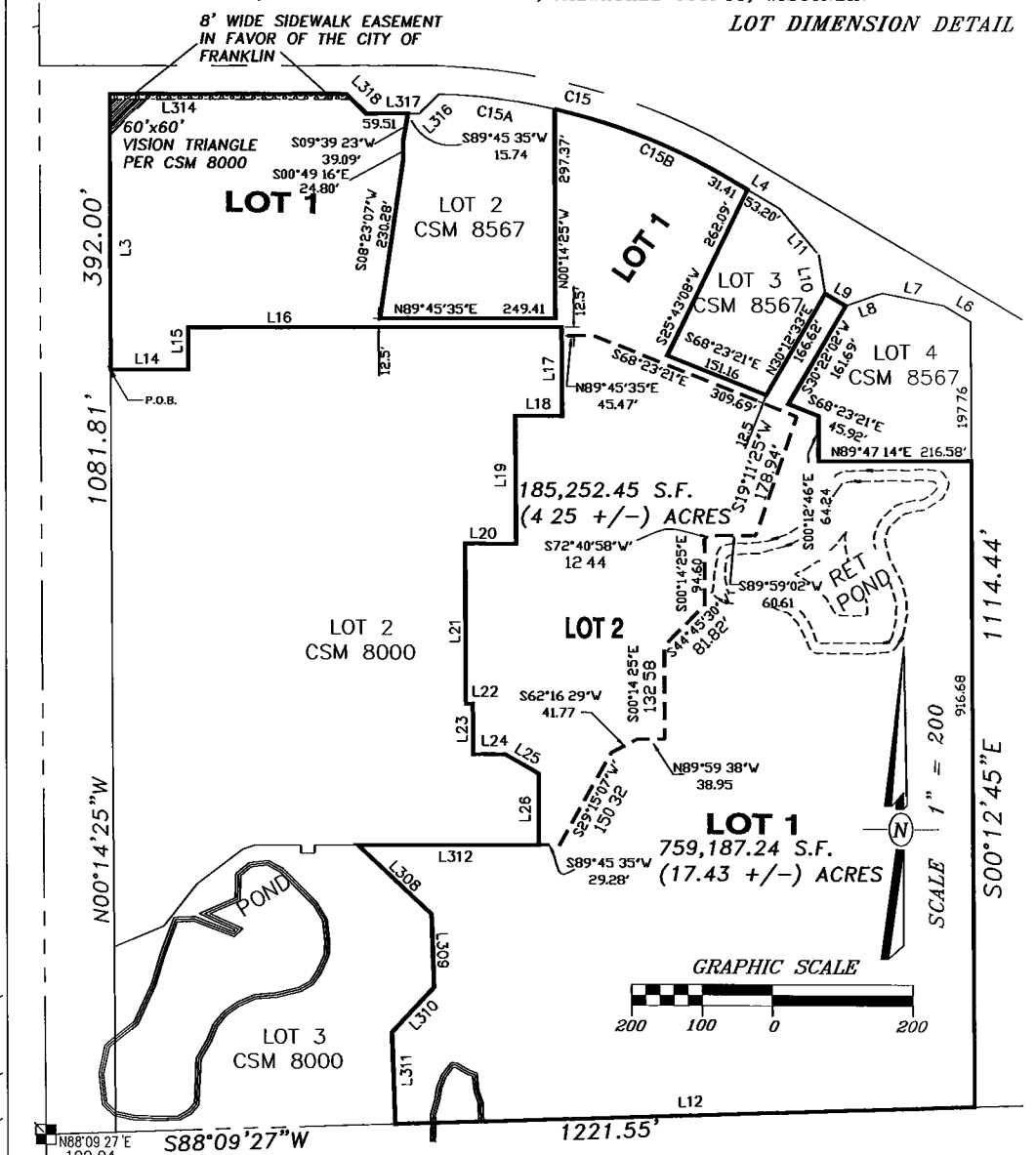
THE CERTIFIED SURVEY MAP PROPERTY IS ZONED CC - CITY CIVIC CENTER DISTRICT
GRAPHIC SCALE

IMEG
 4650 GRAND AVENUE GURNEE, IL 60031
 Ph 847.335.7100 www.imegcorp.com
 D:\sdesign\mReg\trac\4 8460767-2014

WISCONSIN REGISTERED LAND SURVEYOR
 THEODORE E MORRILL PLS-S2396-8
 LICENCE EXPIRES 01/31/2022
 THIS INSTRUMENT WAS DRAFTED BY THEODORE E MORRILL

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CSM 8567, BEING A REDIVISION OF LOT 1 OF CSM 8000, PARCEL 1 OF CERTIFIED SURVEY MAP NO 5762, CERTIFIED SURVEY MAP NO 377, AND LANDS IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



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VISION TRIANGLE AND SIDEWALK EASEMENT PER CSM 8000 RECORDED ON NOVEMBER 14, 2007 AS DOCUMENT NO 09523246 LOCATED AT NORTHWESTERLY PART OF LOT 1, ALONG MAIN ROADS

PARKING AND CROSS ACCESS EASEMENT - REFER TO OPERATION AND EASEMENT AGREEMENT RECORDED AS Doc No 09526084

SETBACK TABLE

- MINIMUM FRONT YARD - 10
- MINIMUM SIDE YARD ON CORNER LOT - 10
- MINIMUM REAR YARD - 10
- MINIMUM WETLAND - 50

THIS INSTRUMENT WAS DRAFTED BY THEODORE E MORRILL

IMEG
WISCONSIN REGISTERED LAND SURVEYOR
THEODORE E MORRILL PLS-S2396

CERTIFIED SURVEY MAP NO. _____

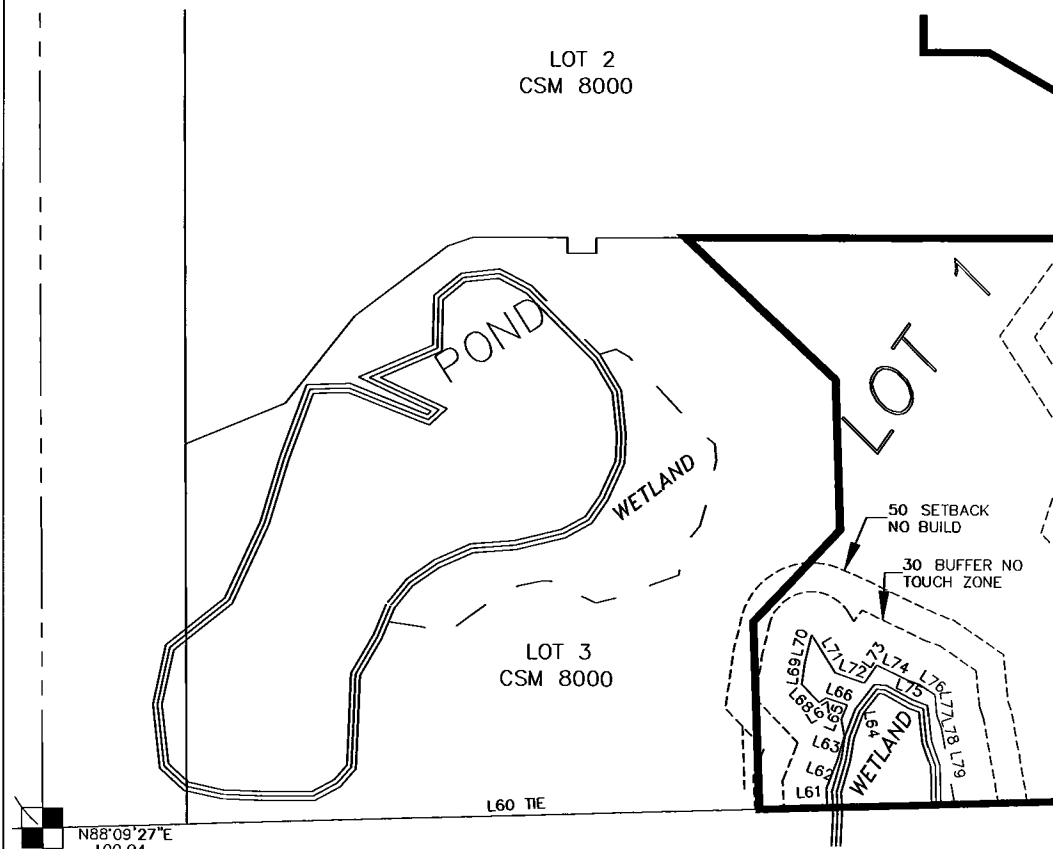
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WETLANDS DELINEATED BY

CEDARBURG SCIENCE ON APRIL 23 MAY 2 OCTOBER 23, 2003

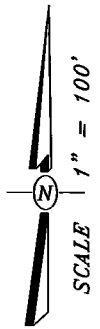
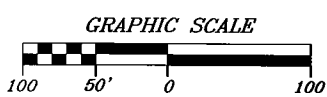
AND

GRAEF, ANHALT, SCHLOEMER & ASSOCIATES INC ON SEPTEMBER 7, 8 AND 25, 2006



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N88°09'27"E
100.04



WETLAND DETAIL

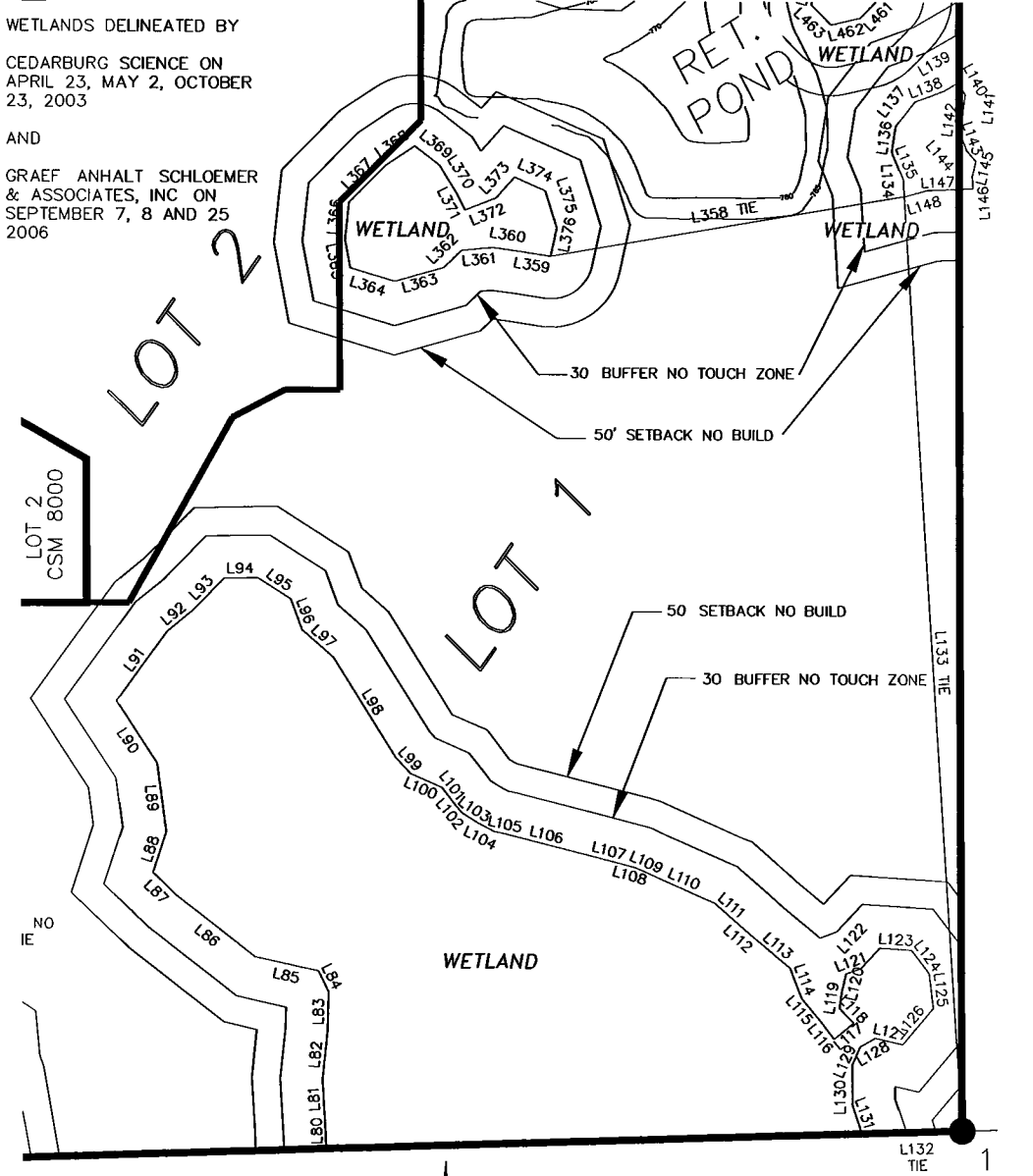
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IMEG
WISCONSIN REGISTERED LAND SURVEYOR
THEODORE E. MORRILL RLS-S2396

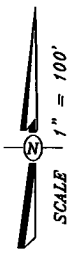
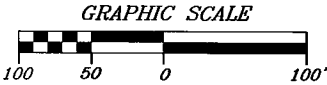
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WETLANDS DELINEATED BY
 CEDARBURG SCIENCE ON
 APRIL 23, MAY 2, OCTOBER
 23, 2003
 AND
 GRAEF ANHALT SCHLOEMER
 & ASSOCIATES, INC ON
 SEPTEMBER 7, 8 AND 25
 2006



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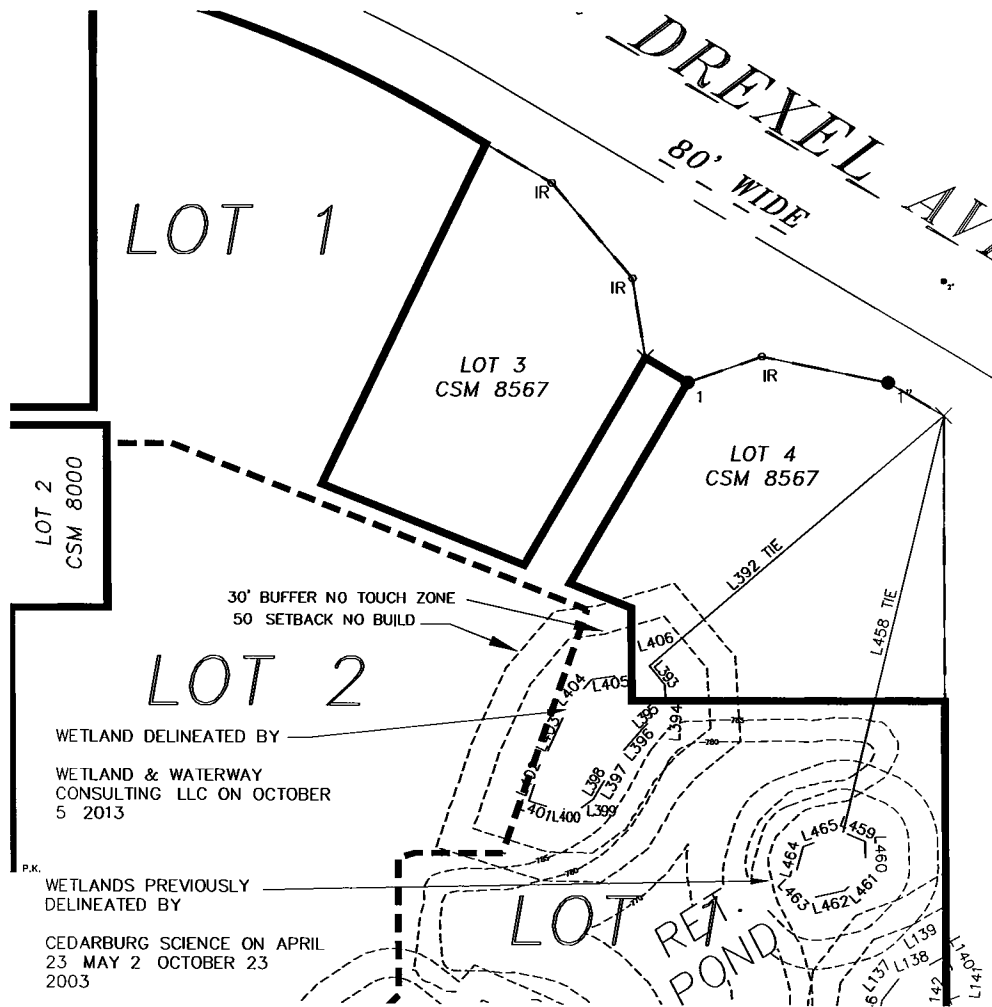
WETLAND DETAIL

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IMEG
 WISCONSIN REGISTERED LAND SURVEYOR
 THEODORE E MORRILL RLS-S2396

CERTIFIED SURVEY MAP NO. _____

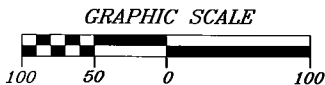
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WETLAND DELINEATED BY
WETLAND & WATERWAY
CONSULTING LLC ON OCTOBER
5 2013

WETLANDS PREVIOUSLY
DELINEATED BY
CEDARBURG SCIENCE ON APRIL
23 MAY 2 OCTOBER 23
2003

AND
GRAEF ANHALT, SCHLOEMER &
ASSOCIATES INC ON
SEPTEMBER 7 8 AND 25,
2006



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WETLAND DETAIL

THIS INSTRUMENT WAS DRAFTED BY THEODORE E. MORRILL

IMEG
WISCONSIN REGISTERED LAND SURVEYOR
THEODORE E. MORRILL RLS-S2396

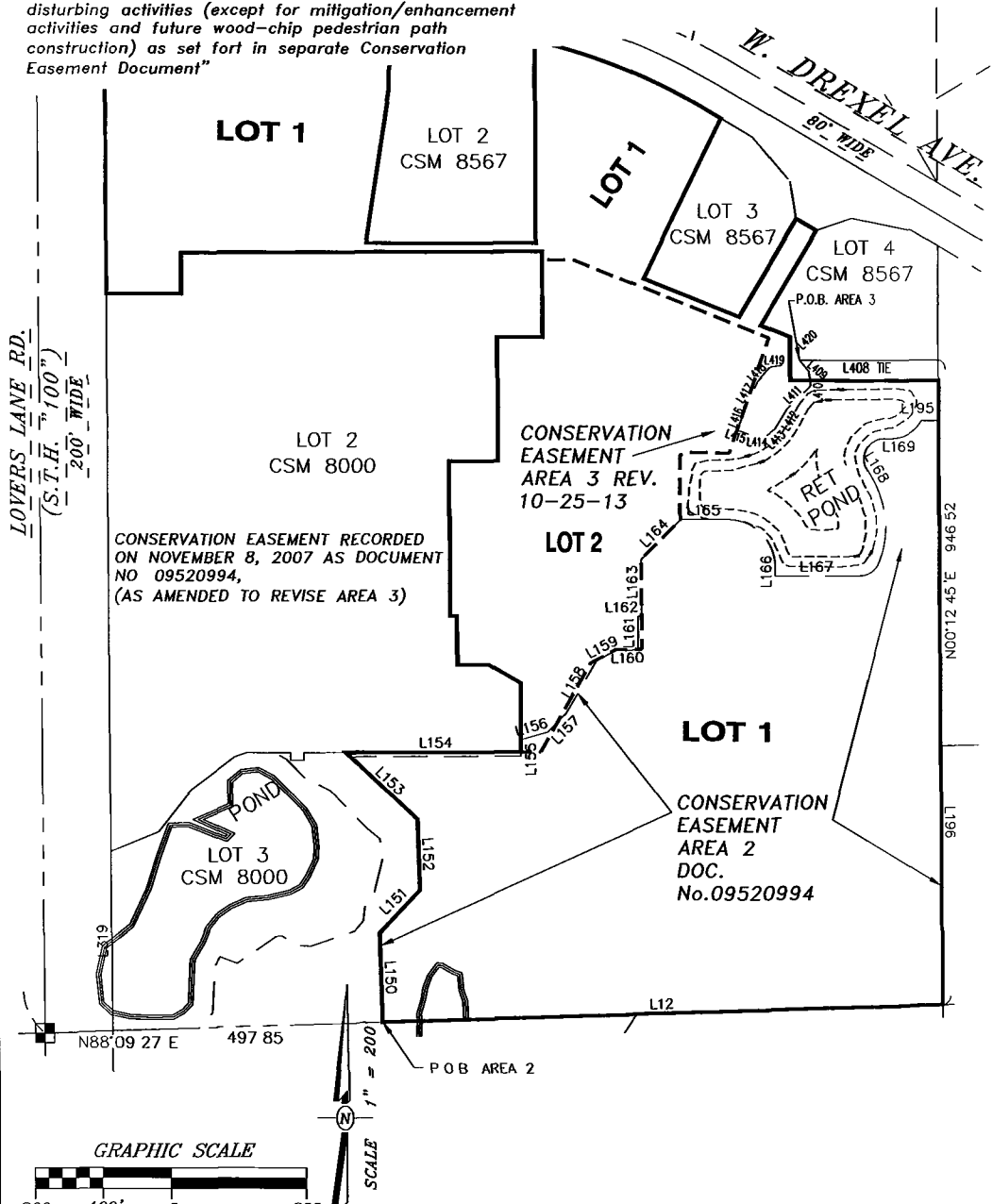
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CONSERVATION EASEMENT DETAIL

LANDS TO BE PROTECTED FROM DEVELOPMENT AND LAND DISTURBING ACTIVITIES AS SET FORTH IN A SEPARATE CONSERVATION EASEMENT

"Lands are to be protected from development and land disturbing activities (except for mitigation/enhancement activities and future wood-chip pedestrian path construction) as set forth in separate Conservation Easement Document"



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CONSERVATION EASEMENT DETAIL

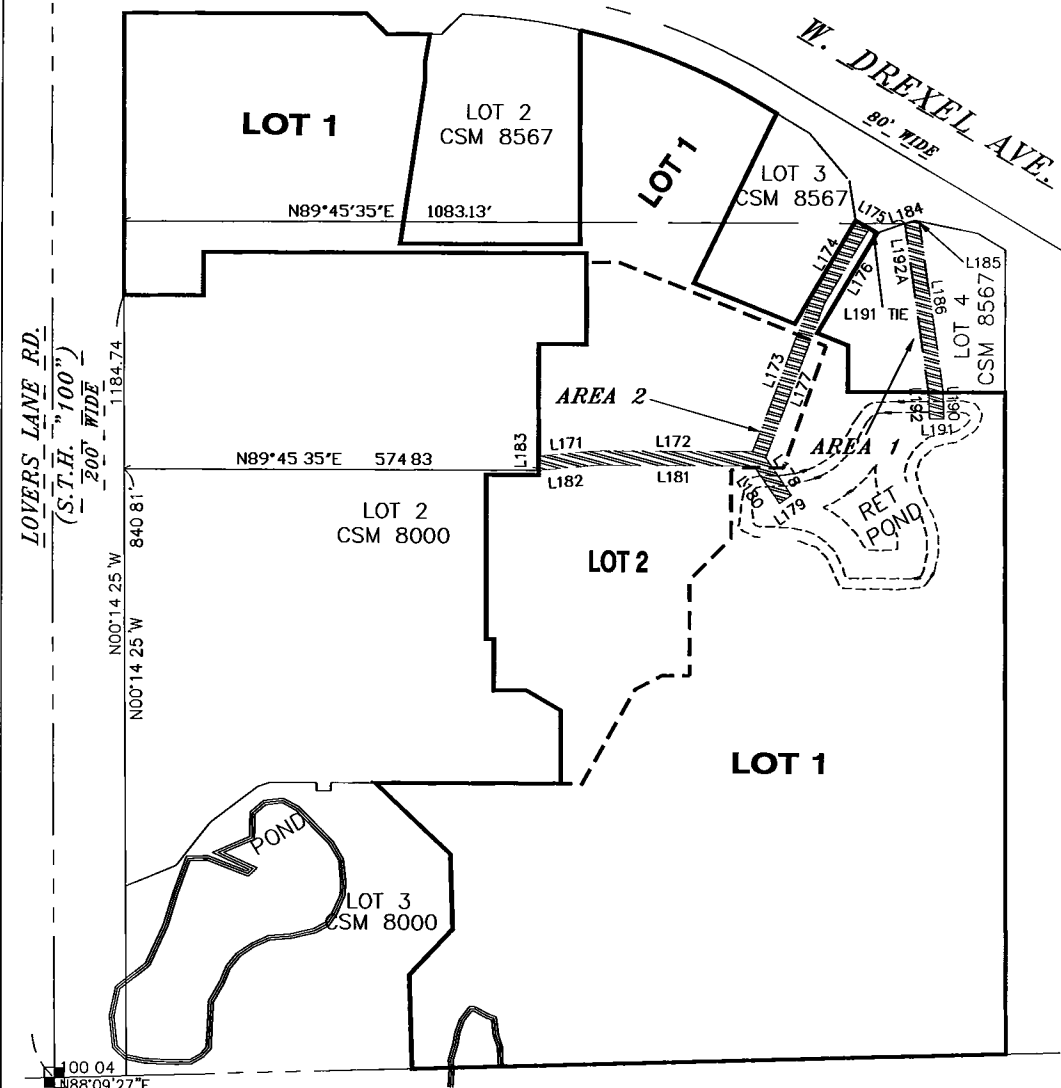
THIS INSTRUMENT WAS DRAFTED BY THEODORE E. MORRILL

IMEG
 WISCONSIN REGISTERED LAND SURVEYOR
 THEODORE E. MORRILL, RLS-S2396

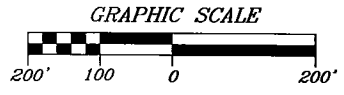
SHEET 6 OF 17

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CSM 8567, BEING A REDIVISION OF LOT 1 OF CSM 8000, PARCEL 1 OF CERTIFIED SURVEY MAP NO 5762, CERTIFIED SURVEY MAP NO 377, AND LANDS IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



STORM DRAINAGE EASEMENT RECORDED
ON NOVEMBER 8, 2007 AS
DOCUMENT NO 09520992



20' WIDE STORM DRAINAGE EASEMENT

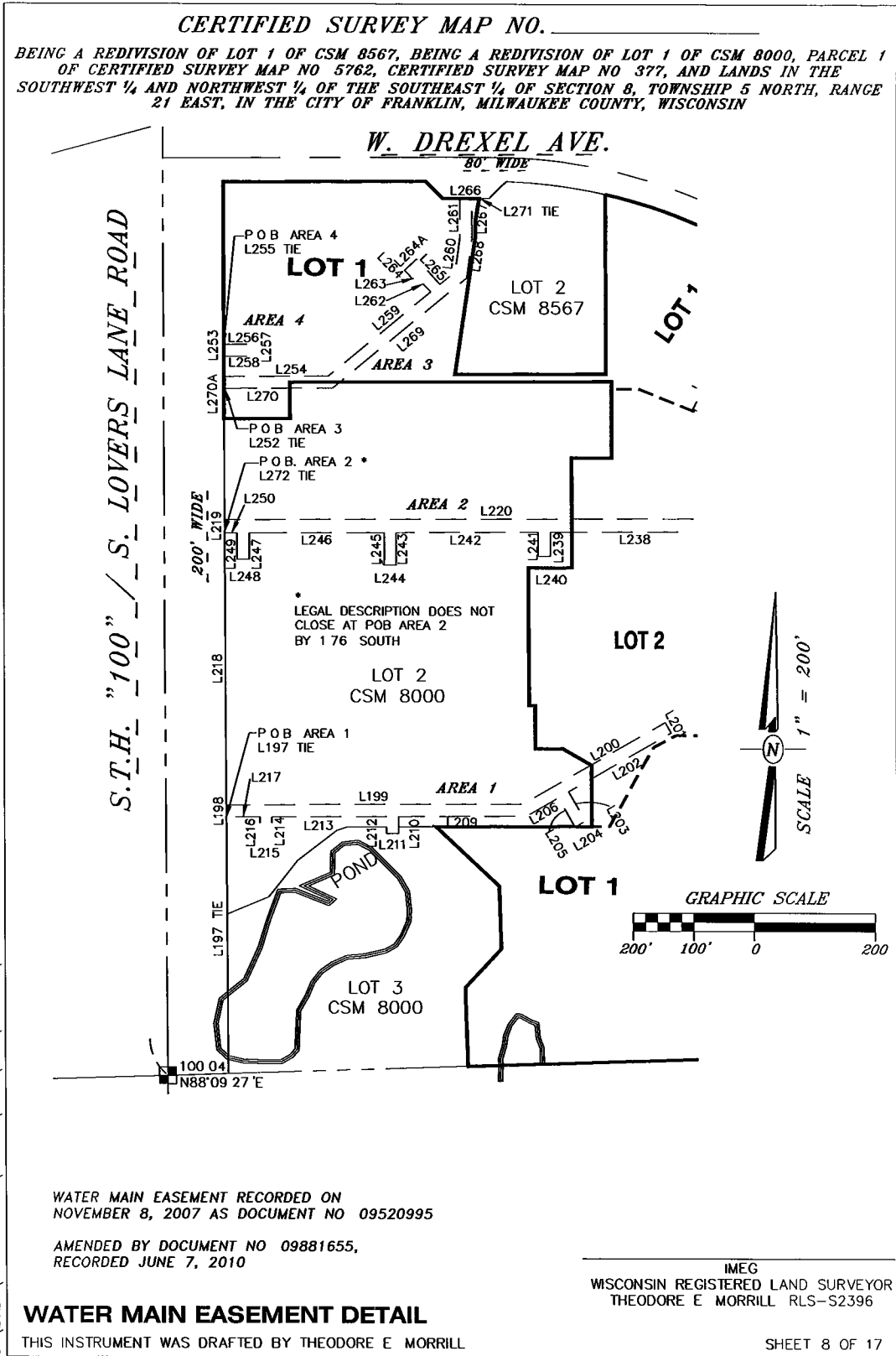
MEG
WISCONSIN REGISTERED LAND SURVEYOR
THEODORE E MORRILL RLS-S2396

THIS INSTRUMENT WAS DRAFTED BY THEODORE E MORRILL

SHEET 7 OF 17

Tuesday, January 12, 2021 12:49:09 PM
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WATER MAIN EASEMENT RECORDED ON
 NOVEMBER 8, 2007 AS DOCUMENT NO 09520995

AMENDED BY DOCUMENT NO 09881655,
 RECORDED JUNE 7, 2010

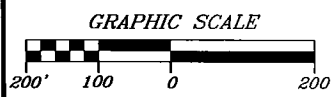
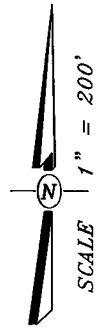
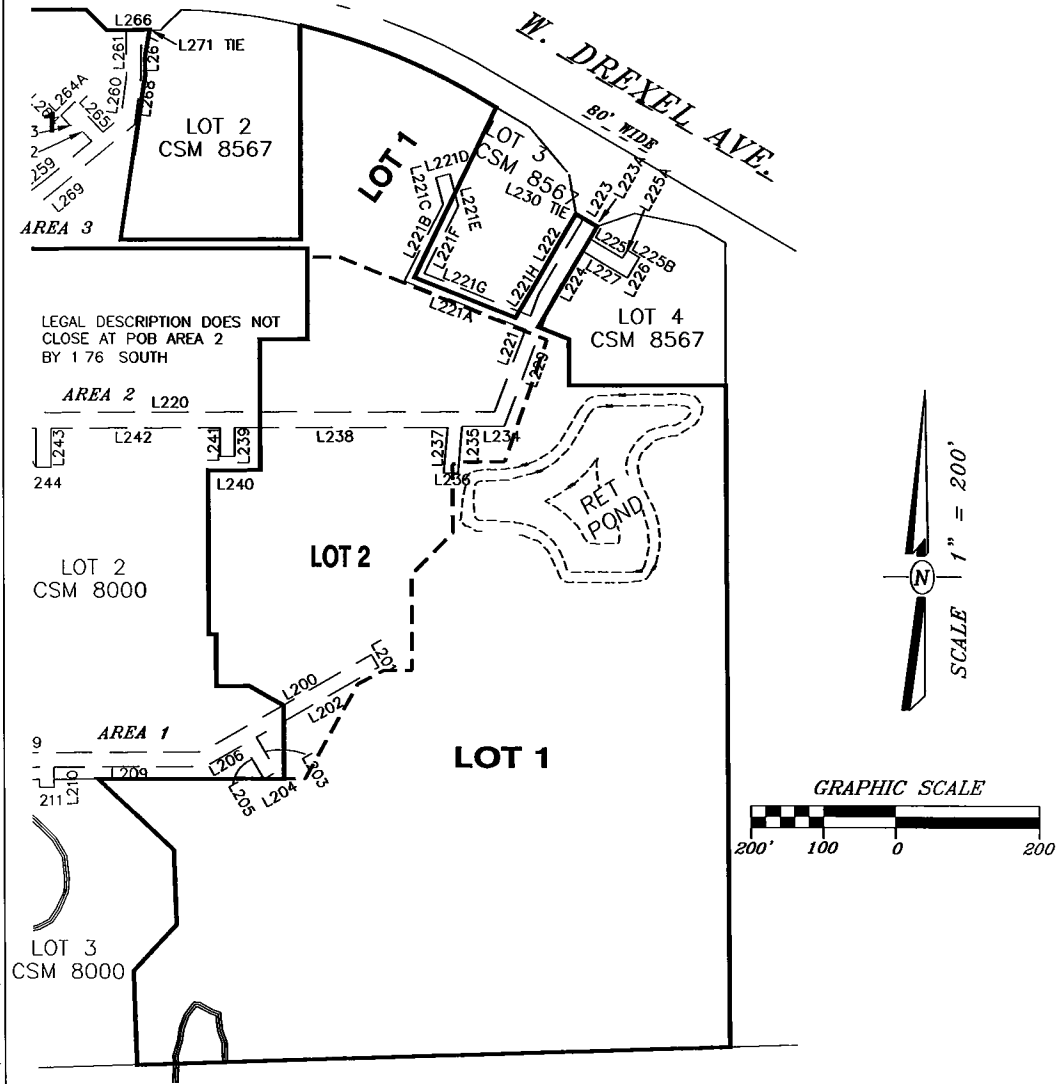
WATER MAIN EASEMENT DETAIL

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 WISCONSIN REGISTERED LAND SURVEYOR
 THEODORE E MORRILL RLS-S2396

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CSM 8567, BEING A REDIVISION OF LOT 1 OF CSM 8000, PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5762, CERTIFIED SURVEY MAP NO 377, AND LANDS IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



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WATER MAIN EASEMENT RECORDED ON NOVEMBER 8, 2007 AS DOCUMENT NO 09520995
 AMENDED BY DOCUMENT NO 09881655, RECORDED JUNE 7, 2010

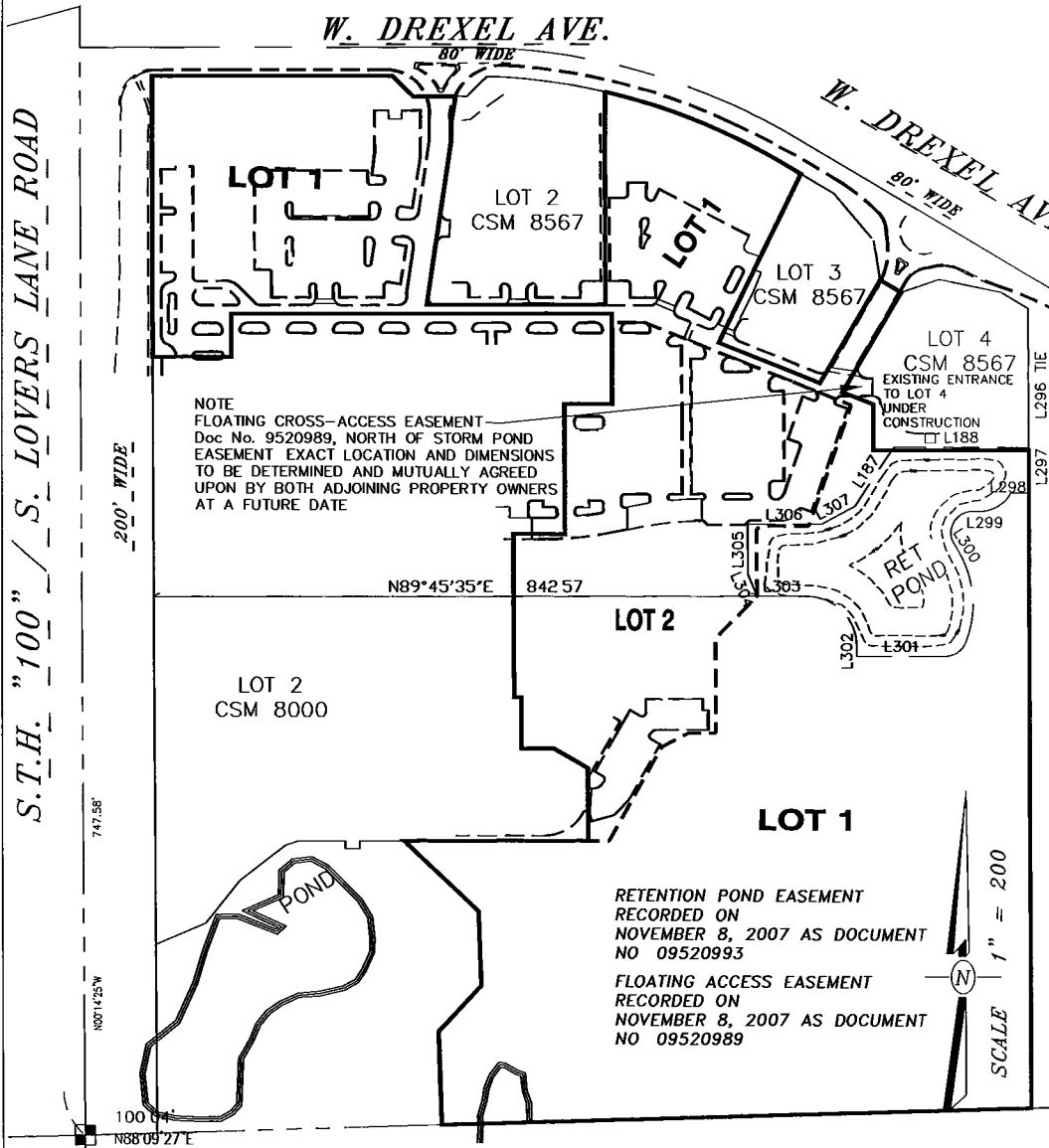
WATER MAIN EASEMENT DETAIL

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 THEODORE E MORRILL, RLS-S2396

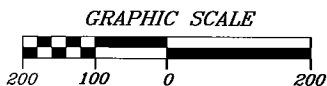
CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CSM 8567, BEING A REDIVISION OF LOT 1 OF CSM 8000, PARCEL 1 OF CERTIFIED SURVEY MAP NO 5762, CERTIFIED SURVEY MAP NO 377, AND LANDS IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



NOTE
 FLOATING CROSS-ACCESS EASEMENT
 Doc No. 9520989, NORTH OF STORM POND
 EASEMENT EXACT LOCATION AND DIMENSIONS
 TO BE DETERMINED AND MUTUALLY AGREED
 UPON BY BOTH ADJOINING PROPERTY OWNERS
 AT A FUTURE DATE

RETENTION POND EASEMENT
 RECORDED ON
 NOVEMBER 8, 2007 AS DOCUMENT
 NO 09520993
 FLOATING ACCESS EASEMENT
 RECORDED ON
 NOVEMBER 8, 2007 AS DOCUMENT
 NO 09520989



RETENTION POND EASEMENT DETAIL

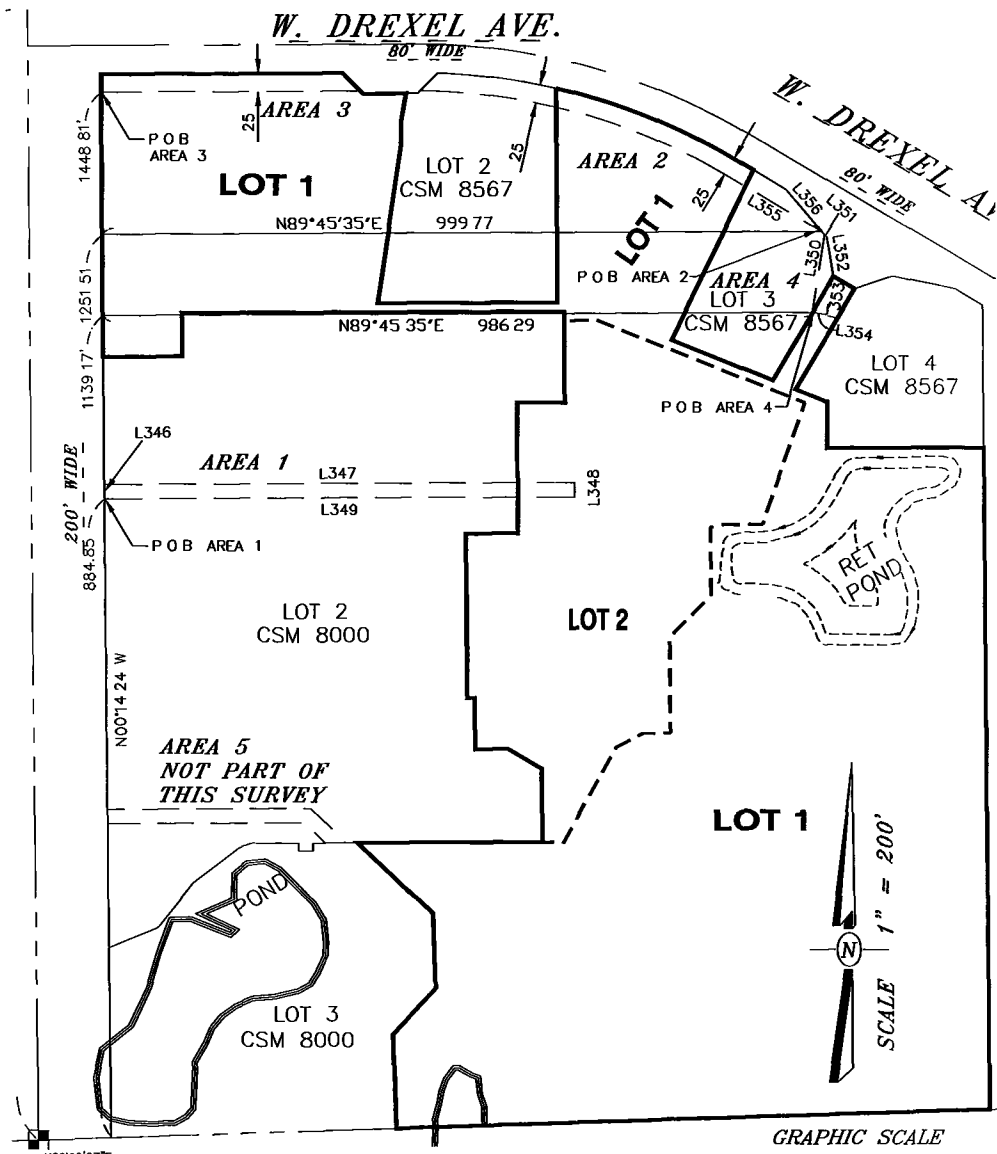
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 THEODORE E. MORRILL RLS-S2396
 SHEET 10 OF 17

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CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CSM 8567, BEING A REDIVISION OF LOT 1 OF CSM 8000, PARCEL 1 OF CERTIFIED SURVEY MAP NO 5762, CERTIFIED SURVEY MAP NO 377, AND LANDS IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN



SANITARY SEWER EASEMENT RECORDED ON NOVEMBER 8, 2007 AS DOCUMENT NO 09520991

AMENDED BY DOCUMENT NO 09881656, RECORDED ON JUNE 7, 2010

SANITARY SEWER EASEMENT DETAIL

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THEODORE E MORRILL PLS-S2396

SHEET 11 OF 17

Tuesday January 12, 2021 1 00 47 PM
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CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CSM 8567, BEING A REDIVISION OF LOT 1 OF CSM 8000, PARCEL 1 OF CERTIFIED SURVEY MAP NO 5762, CERTIFIED SURVEY MAP NO 377, AND LANDS IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L3	N00°14'25"W	392.00	L100	S66°12'02"E	24.29	L165	N89°45'35"E	69.22
L4	S59°29'14"E	84.61	L101	S37°39'04"E	11.50	L166	S00°14'22"E	14.76'
L6	S59°29'14"E	44.39	L102	S38°50'58"E	10.77	L167	N89°45'38"E	121.97
L7	S78°35'18"E	89.04	L103	S56°51'40"E	12.75	L168	N31°45'16"W	9.55'
L8	N70°40'59"E	54.58'	L104	S62°12'21"E	13.55	L169	N89°58'39"E	9.59'
L9	S60°01'45"E	33.99	L105	S77°51'34"E	8.80	L171	N84°36'53"E	77.91
L10	S09°23'05"E	55.71'	L106	S75°45'45"E	55.95	L172	N89°45'37"E	219.91
L11	S40°14'41"E	86.25	L107	S75°38'09"E	35.27	L173	N20°40'56"E	230.70
L12	S88°09'27"W	823.74'	L108	S73°36'55"E	3.86	L174	N30°37'58"E	121.38
L14	S89°45'35"W	109.83	L109	S65°30'29"E	9.46	L175	S59°58'51"E	19.73
L15	S00°14'25"E	60.00	L110	S66°03'33"E	49.22	L176	S30°28'31"W	120.18
L16	S89°45'35"W	531.50	L111	S48°34'13"E	18.60'	L177	S20°40'56"W	230.19
L17	N00°14'25"W	126.00	L112	S48°52'19"E	18.46	L178	S34°30'50"E	62.66
L18	N89°45'35"E	66.50	L113	S50°16'22"E	33.30	L179	S54°42'38"W	20.00
L19	N00°14'25"W	181.29	L114	S20°50'16"E	23.08	L180	N34°30'55"W	62.77
L20	N89°45'35"E	72.25	L115	S39°53'06"E	21.46	L181	S89°45'37"W	220.70
L21	N00°14'25"W	227.38	L116	S36°59'29"E	14.85	L182	S84°36'53"W	78.82
L22	S89°45'35"W	9.92	L117	N50°01'00"E	17.90	L183	N00°14'25"W	20.08
L23	N00°14'25"W	71.37'	L118	N44°18'59"W	14.22	L184	N70°40'44"E	13.90'
L24	S89°44'47"W	45.00	L119	N08°33'40"E	13.02	L185	S78°35'34"E	6.76
L25	N60°14'22"W	54.90	L120	N13°42'06"E	11.91	L186	S08°08'56"E	235.39
L26	N00°15'13"W	101.43	L121	N69°34'38"E	10.83	L187	S33°21'01"W	97.85
L60 TIE	N88°09'27"E	444.91	L122	N42°40'02"E	19.78	L188	S89°45'14"W	188.35
L61	N03°06'20"W	13.60	L123	S86°23'43"E	22.09	L190	S02°18'33"E	40.27
L62	N21°26'18"E	21.71'	L124	S37°28'51"E	20.71	L191	S88°21'54"W	20.00
L63	N16°08'45"E	16.78	L125	S06°46'09"E	24.54	L192	N02°19'43"W	39.13
L64	N10°14'21"W	11.63	L126	S40°05'29"W	33.74	L192A	N08°08'56"W	233.82
L65	N22°19'37"E	10.49	L127	N77°15'11"W	19.56	L195	N89°47'15"E	25.51
L66	N71°12'50"W	15.58'	L128	S60°11'57"W	12.18	L196	S00°12'45"E	857.30
L67	S58°28'01"W	5.90	L129	S23°35'00"W	13.94	L197 TIE	N00°14'25"W	423.77
L68	N43°41'02"W	17.05'	L130	S00°33'05"E	28.94	L198	N00°14'25"W	20.00'
L69	N08°08'04"E	14.58'	L131	S18°18'43"E	20.61	L199	S89°43'48"W	490.18
L70	N13°19'51"E	20.34	L132 TIE	N88°09'27"E	70.64	L200	N60°09'06"E	273.04
L71	S32°13'49"E	30.90	L133 TIE	N03°34'36"W	660.45	L201	S29°50'54"E	20.00
L72	S70°45'18"E	21.01	L134	N03°30'12"W	12.19	L202	S60°09'06"W	196.10
L73	N34°37'02"E	15.22	L135	N22°31'29"W	20.87	L203	S29°50'54"E	55.25
L74	S64°32'49"E	23.92	L136	N08°35'48"E	18.84	L204	S60°09'06"W	20.00
L75	S69°44'11"E	9.08	L137	N37°29'19"E	21.42	L205	N29°50'54"W	55.25
L76	S55°49'13"E	12.38'	L138	N69°11'40"E	21.41'	L206	S60°09'06"W	62.22
L77	S05°24'36"E	13.90	L139	N59°43'23"E	12.45	L209	S89°43'49"W	209.78
L78	S18°49'55"E	9.89'	L140	S28°46'48"E	9.84	L210	S00°16'48"E	28.03
L79	S09°53'53"E	53.39	L141	S06°19'55"W	15.07	L211	S89°45'44"W	20.00
L80	N02°47'32"W	20.62	L142	S08°23'47"W	11.83	L212	N00°16'48"W	28.02
L81	N03°16'32"W	28.23	L143	S19°39'08"E	13.54	L213	S89°43'49"W	189.95
L82	N06°13'52"E	33.81	L144	S40°33'16"E	10.22	L214	S00°16'11"E	12.65
L83	N01°48'30"E	28.09	L145	S13°52'26"W	10.56	L215	S89°58'04"W	20.00
L84	N26°17'22"W	16.56	L146	S03°43'32"E	9.03	L216	N00°16'11"W	12.57
L85	N77°35'04"W	46.10'	L147	S87°27'28"W	32.78	L217	S89°43'49"W	55.75
L86	N52°07'01"W	70.45	L148	S74°19'00"W	16.34	L218 TIE	N00°14'23"W	451.08
L87	N45°55'17"W	22.84	L150	N01°50'33"W	130.00'	L219	N00°14'26"W	21.76
L88	N17°58'16"E	30.50'	L151	N43°09'27"E	87.72			
L89	N07°33'41"W	48.64	L152	N01°50'33"W	103.92			
L90	N32°58'58"W	52.31	L153	N46°50'30"W	134.21'			
L91	N35°56'07"E	60.48	L154	N89°45'35"E	251.20'			
L92	N50°33'34"E	23.39	L155	N00°15'13"W	24.20			
L93	N44°29'35"E	32.03	L156	N74°02'55"E	40.37			
L94	N88°55'34"E	23.79	L157	N44°46'00"E	39.86			
L95	S57°37'31"E	27.85	L158	N29°45'38"E	89.64			
L96	S20°16'41"E	23.17	L159	N63°58'36"E	32.49			
L97	S48°58'51"E	29.60'	L160	N89°45'35"E	33.11			
L98	S31°59'02"E	82.88	L161	N00°14'22"W	49.50			
L99	S42°38'37"E	15.37	L162	N89°45'38"E	5.00			
			L163	N00°14'22"W	83.91			
			L164	N44°47'47"E	82.35			

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WISCONSIN REGISTERED LAND SURVEYOR
THEODORE E MORRILL, PLS-S2396
SHEET 12 OF 17

THIS INSTRUMENT WAS DRAFTED BY THEODORE E. MORRILL

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CSM 8567, BEING A REDIVISION OF LOT 1 OF CSM 8000, PARCEL 1 OF CERTIFIED SURVEY MAP NO 5762, CERTIFIED SURVEY MAP NO 377, AND LANDS IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L220	N89°45'35"E	901.01	L297	S00°12'45"E	63.63
L221	N20°40'56"E	121.84	L298	S89°47'15"W	25.51
L221A	N68°23'16"W	181.29	L299	S89°58'39"W	9.59
L221B	N26°51'21"E	119.80	L300	S31°45'16"E	9.55
L221C	N14°44'43"W	38.22	L301	S89°45'38"W	121.97
L221D	N75°15'17"E	20.00	L302	N00°14'22"W	14.76
L221E	S14°44'43"E	45.81	L303	S89°45'35"W	69.22
L221F	S26°51'21"W	105.48	L304	N22°44'32"E	33.08
L221G	S68°23'16"E	159.05	L305	N00°14'25"W	69.74
L221H	N20°40'56"E	33.88	L306	N89°45'37"E	101.56
L222	N30°37'58"E	120.62	L307	N61°17'54"E	54.10
L223	S60°01'45"E	20.00	L308	N46°50'33"W	142.94
L223A	S30°37'58"W	19.65	L309	N01°50'33"W	103.92
L224	S30°37'58"W	79.46	L310	N43°09'27"E	87.72
L225	S59°18'33"E	54.18	L311	N01°50'33"W	130.00
L225A	N30°41'27"E	12.88	L312	N89°45'35"E	257.54
L225B	S59°18'33"E	20.00	L314	N89°45'35"E	335.85
L226	S30°41'27"W	32.88	L316	N45°17'13"E	39.96
L227	N59°18'33"W	74.16	L317	N89°45'35"E	75.25
L229	S20°40'56"W	187.75	L318	S45°21'58"E	40.41
L234	S89°45'35"W	58.77	L346	N00°14'25"W	20.00
L235	S05°12'41"W	65.17	L347	N89°45'35"E	653.93
L236	N89°47'19"W	20.00	L348	S00°14'25"E	20.00
L237	N05°12'41"E	63.26	L349	S89°45'35"W	653.93
L238	S89°45'35"W	296.41	L350	N08°42'53"E	109.44
L239	S00°00'00"E	39.54	L351	S40°14'42"E	4.86
L240	N90°00'00"W	20.00	L352	S09°23'05"E	52.57
L241	N00°00'00"E	39.45	L353	S08°42'53"W	56.27
L242	S89°45'35"W	234.53	L354	N81°17'07"W	20.00
L243	S00°00'00"E	54.08	L355	N59°29'14"W	156.23
L244	N90°00'00"W	20.00	L356	S40°14'42"E	75.86
L245	N00°00'00"E	53.99			
L246	S89°45'35"W	224.11			
L247	S00°03'17"E	43.97			
L248	N90°00'00"W	20.00			
L249	N00°03'17"W	43.88			
L250	S89°45'35"W	20.87			
L252 TIE	N00°14'25"W	1131.81			
L253	N00°14'25"W	20.00			
L254	N89°45'35"E	173.11			
L255 TIE	N00°14'25"E	269.05			
L256	N89°45'35"E	37.66			
L257	S00°14'25"E	20.00			
L258	S89°45'35"W	37.66			
L259	N50°30'14"E	219.81			
L260	N07°32'18"E	56.99			
L261	N00°14'25"W	64.50			
L262	N42°53'29"W	35.55			
L263	S47°06'31"W	7.06			
L264	N42°53'29"W	20.00			
L264A	N47°06'31"E	27.06			
L265	S42°53'29"E	56.73			
L265A	N50°30'14"E	32.80			
L266	N89°45'35"E	20.00			
L267	S00°14'25"E	65.86			
L268	S07°32'18"W	66.22			
L269	S50°30'14"W	287.65			
L270	S89°45'35"W	180.24			
L270A	N00°14'25"W	20.00			
L272 TIE	N00°14'25"W	894.85			

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IMEG
 WISCONSIN REGISTERED LAND SURVEYOR
 THEODORE E MORRILL PLS-S2396

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CSM 8567, BEING A REDIVISION OF LOT 1 OF CSM 8000, PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5762, CERTIFIED SURVEY MAP NO 377, AND LANDS IN THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L358 TIE	S80°09'22"W	252.78'	L411	S45°03'29"W	48.67'
L359	N81°15'00"W	22.22'	L412	S30°29'51"W	34.51'
L360	N82°12'21"W	19.54'	L413	S54°09'56"W	15.37'
L361	S84°14'21"W	21.62'	L414	N88°43'40"W	19.43'
L362	S45°57'48"W	17.67'	L415	N72°44'03"W	24.17'
L363	S74°04'04"W	35.85'	L416	N19°07'40"E	29.93'
L364	N73°18'27"W	32.76'	L417	N24°26'39"E	46.92'
L365	N10°38'38"W	20.41'	L418	N40°17'22"E	27.93'
L366	N06°02'18"E	26.62'	L419	N82°18'41"E	17.66'
L367	N44°31'59"E	36.43'	L420	N73°12'51"E	28.18'
L368	N56°17'04"E	24.97'			
L369	S52°11'35"E	22.14'			
L370	S31°41'54"E	23.94'	L458 TIE	S13°30'40"W	297.12'
L371	S26°24'02"E	12.46'	L459	S67°14'51"E	16.31'
L372	N67°55'03"E	23.46'	L460	S01°26'52"E	18.72'
L373	N41°35'57"E	19.55'	L461	S43°30'36"W	20.89'
L374	S66°11'50"E	23.89'	L462	S76°46'11"W	21.00'
L375	S17°19'49"E	27.39'	L463	N44°35'51"W	20.03'
L376	S12°09'12"W	20.52'	L464	N15°45'19"E	21.47'
L378	N12°53'30"E	16.99'	L465	N69°57'31"E	29.32'
L392 TIE	S49°25'58"W	268.21'			
L393	S39°38'20"E	16.89'			
L394	S03°27'24"E	16.31'			
L395	S50°48'09"W	18.83'			
L396	S40°44'57"W	28.82'			
L397	S30°02'39"W	20.00'			
L398	S31°05'32"W	13.86'			
L399	S54°09'56"W	12.67'			
L400	N88°43'40"W	17.05'			
L401	N72°44'03"W	18.30'			
L402	N19°07'40"E	24.54'			
L403	N24°26'39"E	45.99'			
L404	N40°17'22"E	25.31'			
L405	N82°18'41"E	16.14'			
L406	N54°12'51"E	25.26'			
L407 TIE	N00°12'45"W	89.22'			
L408 TIE	S89°47'15"W	202.64'			
L409	S39°38'20"E	21.84'			
L410	S03°27'24"E	20.50'			

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C5	69.00	108.39	97.58	S45°14'23.5"E	90°00'03"
C6	32.00	38.17	35.95	N55°35'23"E	68°20'28"
C7	143.91	133.56'	128.82	N05°10'03.5"W	53°10'25"
C10	51.00'	53.83	51.37	N59°44'14.5"E	60°28'49"
C11	29.75	63.21	51.97'	N29°06'41.5"E	121°43'55"
C12	143.91	133.56	128.82	N05°10'03.5"W	53°10'25"
C13	32.00	38.17	35.95	S55°35'23"W	68°20'28"
C14	69.00	108.39	97.58	N45°14'23.5"W	90°00'03"
C15	860.00	431.88	427.36	S73°52'25"E	28°46'23"
C15A	860.00	165.84	165.58'	N82°44'12"W	11°02'55"
C15B	860.00'	266.05'	264.99	S68°21'00"E	17°43'29"

Tuesday January 12, 2021 1 03:50 PM
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IMEG
 WISCONSIN REGISTERED LAND SURVEYOR
 THEODORE E MORRILL, PLS-S2396

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO 8567, BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO 8000, PARCEL 1 OF CERTIFIED SURVEY MAP NO 5762, CERTIFIED SURVEY MAP NO 377 AND LANDS IN THE SOUTHWEST ¼ AND NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS

I, Theodore E Morrill, Registered Land Surveyor, do hereby certify that I have surveyed, divided, and mapped a redivision of Lot 1 of Certified Survey Map No 8567, being a redivision of Lot 1 of Certified Survey Map No 8000, of Parcel 1 of Certified Survey Map No 5762, Certified Survey Map No 377, and lands in the Southwest ¼ and Northwest ¼ of the Southeast ¼ of Section 8 Town 5 North Range 21 East in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows

Commencing at the Southwest corner of the Southeast ¼ of said Section thence N88°09'27" E along the South line of the Southeast ¼ of said Section 100.04 feet to a point on the East right-of-way line of S T H "100", thence N00°14'25"W along the East right-of-way line of said S T H and parallel to the West line of the Southeast ¼ of said Section, 1081.81 feet to the point of beginning thence continue N00°14'25" W, along said East right-of-way, 392.00 feet to a point on the South right-of-way line of W Drexel Avenue, Thence N89°45'35" E along the South right-of-way of said Avenue 335.85 feet, thence S45°21'58" E 40.41 feet Thence N89°45'35" E 59.51 feet, Thence S09°39'23"W 39.09 feet, Thence S00°49'16"E 24.80 feet, Thence S08°23'07" W 230.28 feet, Thence N89°45'35"E 249.41 feet, Thence N00°14'25" W 297.37 feet, to a point on the South right-of-way line of W Drexel Avenue, said point also being on a curve thence Southeasterly along the Southerly right-of way line of said Avenue and curve, whose center lies to the South whose radius is 860.00 feet whose chord bears S68°21'00"E 264.99 feet a distance of 266.05 feet to a point of tangency, thence S59°29'14" E along the Southwesterly right-of-way line of said Avenue 31.41 feet, Thence S25°43'08"W 262.09 feet, Thence S68°23'21"E 151.16 feet, Thence N30°12'33"E 166.62 feet, Thence S60°01'45"E 33.99 feet, Thence S30°22'02" W 161.69 feet, Thence S68°23'21"E 45.92 feet, Thence S00°12'46" E 64.24 feet Thence N89°47'14"E 216.58 feet Thence S00°12'45" E 916.68 feet to a point on the South line of the Southeast ¼ of said Section, thence S88°09'27"W along the South line of the Southeast ¼ of said Section, 823.74 feet, Thence N01°50'33"W 130.00 feet, Thence N43°09'27"E 87.72 feet, Thence N01°50'33"W 103.92 feet, Thence N46°50'33" W 142.94 feet, Thence N89°45'35" E 257.54 feet, Thence N00°15'13" W 101.43 feet, Thence N60°14'22" W 54.90 feet Thence S89°44'47"W 45.00 feet Thence N00°14'25" W 71.37 feet Thence S89°45'35" W 9.92 feet Thence N00°14'25" W 227.38 feet, Thence N89°45'35" E 72.25 feet, Thence N00°14'25" W 181.29 feet, Thence N89°45'35"E 66.50 feet, Thence N00°14'25"W 126.00 feet, Thence S89°45'35"W 531.50 feet, Thence S00°14'25"E 60.00 feet; Thence S89°45'35"W 109.83 feet to the point of beginning

Containing 21.68 acres of land more or less

That I have made such survey by the direction of Franklin-Wyndham L L C

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the requirements of the Unified Development Ordinance – Division 15 of the City of Franklin Municipal Code in surveying, dividing, and mapping the same

Dated this _____ day _____, 2021

Wisconsin Registered Land Surveyor
Theodore E Morrill S-2396

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO 8567, BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO 8000, PARCEL 1 OF CERTIFIED SURVEY MAP NO 5762, CERTIFIED SURVEY MAP NO 377 AND LANDS IN THE SOUTHWEST ¼ AND NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 8 TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE

“Franklin-Wyndham 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 Limited Liability Company caused the land described on this map to be surveyed, divided, and mapped as represented on this map

“Franklin-Wyndham, LLC”, does further certify that this map is required by the provisions of Chapter 236 of the Wisconsin Statutes and the Unified Development Ordinance – Division 15 of the City of Franklin

IN WITNESS, whereof “Franklin-Wyndham, LLC”, caused these presents to be signed by Jonathan E Basofin, President, Cloverleaf Real Estate Group, Inc at Northbrook, IL and its corporate seal to be hereunto affixed on this ____ day of _____, 2021

“Franklin Wyndham, LLC

Jonathan E Basofin, President
Cloverleaf Real Estate Group, Inc

STATE OF ILLINOIS)
COOK COUNTY) SS

Personally, came before me this ____ day of _____, 2021, Jonathan E Basofin, President of Cloverleaf Real Estate Group, Inc, Manger of the above-named Limited Liability Company to me known to be such President of Cloverleaf Real Estate Group, Inc, Manager of said Limited Liability Company and acknowledges that he executed the foregoing instrument as such, as the deed of said Limited Liability Company, by its authority

Notary Public, State of Illinois
My Commission Expires

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO 8567 BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO 8000, PARCEL 1 OF CERTIFIED SURVEY MAP NO 5762, CERTIFIED SURVEY MAP NO 377 AND LANDS IN THE SOUTHWEST ¼ AND NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

COMMON COUNCIL APPROVAL

Approved and accepted by the Common Council of the City of Franklin, Resolution No _____ of this _____ day of _____, 2021

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 2, 2021
REPORTS & RECOMMENDATIONS	REQUEST FOR COMMON COUNCIL INPUT – UNIFIED DEVELOPMENT ORDINANCE UPDATE	ITEM NUMBER <i>G. 5.</i>

With the adoption of the Fiscal Year 2021 Municipal Budget, the Common Council authorized the Department of City Development to undertake an update of the Unified Development Ordinance (UDO). However, in order to make best use of the funds authorized, staff needs to have better idea of what the Council believes is going to be the end result.

Staff has prepared a comprehensive memorandum (attached) discussing various problems, and potential changes to the UDO. The main discussion point is how far to pursue the UDO update. There are three primary Options:

1. Clean-up and retrofitting of the existing UDO;
2. Comprehensive redesign of the existing UDO, including addressing district types and mapping; or
3. Start over, new ordinance comprehensive design.

Staff made a technical presentation to the Plan Commission on February 4, 2021 with the same Options (1-3) as above. The Plan Commission recommended that Option 2 be pursued, and further suggested that a consultant be retained to assist Department staff with preparing the comprehensive revision of the UDO. The Plan Commission further recommended this presentation to the Council Committee of the Whole for consideration and discussion.

Not discussed, however, is that the Comprehensive Master Plan (CMP) needs to be updated. Staff has discussed this internally, and we believe that the options above (1, 2 or 3) might be better considered as part of a multi-phase approach. Phase 1 could be either Options 1 or 2. Phase 2 would be a comprehensive update of the Comprehensive Master Plan. Phase 3 would be a follow-up review of the UDO following CMP adoption which could take the next step to addressing recommendations of the updated CMP.

Overall, staff wants to ensure that our use of a consultant results in the best chance for an update of the UDO by aiming at the “right target.” It is for this reason that staff requests Council comments and consideration of the potential options.

COUNCIL ACTION REQUESTED

As this is a project with a budgeted outlay, staff requests preliminary support from the Council for hiring a consultant to update the UDO under Option #2.

MEMORANDUM

Date: February 22, 2021

To: Mayor Steve Olson
City of Franklin Common Council

From: Heath Eddy, AICP, Planning Manager
City Development Department Staff

Subject: **Unified Development Ordinance Update**

Staff has begun preparation of a Scope of Work for the rewriting of the Unified Development Ordinance (UDO). There are a few elements involved in this work: (1) The extent of the work program involved; (2) The timeframe for completion of the work program; and (3) Whether and to what extent a consultant will be used.

Staff reviewed the extent of the Scope of Work – what the work program will entail, and general timeframe – with the Plan Commission at their meeting on February 4th. The Plan Commission recommended that this project be forwarded to the Common Council Committee of the Whole for review and comment, since the need for consultant assistance and the extent of the work product make such review necessary.

SCOPE OF WORK

There are three possible options, which are:

1. **Adjust/Modernize.** Clean-up and retrofit the existing UDO;
2. **Full Rewrite.** Comprehensively redesign the existing UDO, including uses, districts, and mapping; or
3. **Try Again.** Start over, new ordinance comprehensive design (Could be one or multiple ordinances)

Staff assumes the intention is either #1 or #2, above, and the Plan Commission recommendation is for Option #2, Full Rewrite. Staff has prepared a (hopefully) short presentation to demonstrate some of the issues involved with the current UDO to help frame the development of a Scope of Work and a Request for Proposal (RFP) for distribution. Staff's review comments are divided into General and Specific, below.

General Comments. The following are applied to the UDO generally.

1. **The UDO is a hyper-integrated mess.** There are provisions that are spread across multiple Parts of the Ordinance, with confusing cross-references. (Examples: Natural Resource Protection Standards; evaluation and requests for modifications; Land Division “variances”)

2. **Outdated approaches.** The UDO relies on old-school zoning systems that make it a high-maintenance framework for staff to utilize on a daily basis, which includes an emphasis on calculation of standards, analytical approach over site flexibility, and particularly the prevalence of Special Uses and Planned Development Districts. The result is staff-intensive, high maintenance, and results in bureaucratic results that have questionable results.
3. **Lack of Clarity.** There are large portions of the UDO that are overly wordy. Excessive verbiage means that the intention can get lost in a downpour of words. There are some paragraphs and subsections that run entire pages in length. As the saying goes, “brevity is the soul of wit.” (Best Example: Section 15-3.0501(C))
4. **Lack of Triggers.** There should be a way to ensure all parts of approved site plans are implemented, which requires financial surety every time. That makes it more efficient for the staffing the City has.
5. **No Graphics.** Many development regulations are better communicated with visual methods rather than just text. It reduces potential confusion over how things like distance measurements are to be made on a given property, and it provides a visual representation for those who prefer visual communications to text.

Staff presented a fairly technical review of the UDO to the Plan Commission, which incorporated discussion about specific issues of the UDO itself, and potential parallels with sister municipalities. The reasons for engaging in a major update project are:

- **Obsolescence.** The UDO establishes a regulatory structure that is very technical. This often runs at variance with appropriate design, and tends to compartmentalize various requirements (natural resource protections, landscaping, stormwater management, parking). Furthermore, the approach taken to implementation is very meeting-driven but not design-oriented.
- **Inefficiency.** For a city the size of Franklin, there are an outsized number of processes and requirements for individual uses that really don't require the type of procedural commitment that City staff (and applicants, for that matter) need to provide. Example: over-abundance of Special Use applications.
- **Economic Drag.** The UDO as currently structured makes it difficult for the average business owner or property owner to navigate the processes of the City without significant help from staff. This is another inefficiency of the City's processes required by the UDO.

CONSULTANT ASSISTANCE

Staff stated to the Plan Commission that, while staff could perhaps do the UDO rewrite/update in-house, day-to-day operations would have to be handled by consultants or additional assistance. Either way, a consultant would be needed to handle the additional workload. As a

result, a recommendation was suggested to bring on a planning consultant to handle the workload for the UDO update, while staff would provide Project Management and guidance for the project.

TIMEFRAME AND BUDGET

The Planning Department FY 2021 budget provides for \$150,000 toward the UDO update project. Staff anticipates this project to take approximately 18 months or more, which means the budgeted expenses would be carried over into 2022.

QUESTIONS?

The next few pages are a summary of specific issues and additional considerations that are staff's recommendations for discussion during the UDO update process. They are provided as an informational item and potential discussion with Council, but will not be explicitly presented at the Council of the Whole meeting.

APPENDIX – SPECIFIC ISSUES and ADDITIONAL CONSIDERATIONS

The specific issues discussed with the Plan Commission include the following. This is not a complete list, but meant to cover major topics.

1. **Uses Permitted Tables.** The nonresidential table implements the Standard Industrial Classification (SIC) system as a table of uses at the local level. The SIC was never intended for this purpose; it's a national database for use differentiation akin to an industrial census. It's too complicated and unnecessary for use permissions at the local level. Furthermore, the definitions/descriptions are not included in the UDO, so staff needs to reference the 1987 SIC Manual. Staff believes a different system is necessary to provide a more effective land use orientation rather than industrial classifications.
2. **Changes Reflecting State/Federal Law.** There are several updates that need to be made, number one being with respect to Special Uses. In 2017 the State Legislature changed the permission level of municipalities with respect to approving Special Uses (which are called Conditional Uses in State Code). As revised, municipal officials are not permitted much room for discretion as was previously inferred. This comment also applies to the floodplain regulations, which are periodically updated by FEMA. The UDO contains a floodplain zoning ordinance which was adopted in part to effect quick compliance with State mandated regulations, but it creates conflicts and confusion with the prior existing overlay districts for floodplain management.
3. **Natural Resource Protections.** There are two major aspects here:
 - a. *Consolidation.* Aspects of the natural resource protections are provided in Part 4, but are also the major driver of the Site Intensity and Capacity Calculations section in Part 3, and the Natural Resources Special Exception provisions located in Part 8 under the section for the BZBA (??). The organization is cluttered and needs to be consolidated; and
 - b. *Flexibility.* Some of the standards need to be updated with respect to changes in State regulation (e.g. wetlands), as well as to improve the range of operations for mitigation planning by applicants (e.g. wetland banking).
4. **Open Space Development Options.** There are too many options, and as implemented the result is approved developments have marginal open space value. Example: Aspen Woods. The development was approved with approximately 30 percent open space, five outparcels, two of which are for small wetlands, one which includes a recreational area and a stormwater management pond. Two of the outparcels are 50 (or so) feet wide. That's it. Neither of these strips are for anything like a natural resource protection area. They serve no purpose except as additional landscaped buffering, which buffers against other single-family dwellings in the same R-3 District. We can do better than this.
5. **Parking Standards.** There are several problems here.

- a. *Out of Sync.* The off-street parking standards are not synced with the Tables of Uses in the appendix, so staff has to interpret the type of use for the required parking;
 - b. *Minimums are Too High.* The parking requirements are way too high. These are supposed to be “minimum” requirements. In fact, I believe minimum requirements are unnecessary and should be eliminated, in lieu of either no required numbers or establishing parking maximums.
 - c. *Bicycle Parking Standards.* Where parking should be required is for bicycle parking. The South 27th Street Corridor Design Overlay and the PDD 39 Design Standards incorporate references to bicycle parking but the UDO lacks quantitative standards as guidance on how much to require and/or provide. Staff generally operates with a recommendation of 1 bicycle parking space per 10 vehicle parking spaces. Furthermore, provisions for required parking facilities, locations on a site, and so forth should be included.
- 6. Implementation Process.** As noted above, a specific procedure for projects with site plan requirements should require implementation of an Improvements Agreement which may include financial surety. However, it’s not especially clear in the UDO how the post-approval follow-up should work. That needs to be cleaned up. See also above under “The UDO is a hyper-integrated mess.
- 7. Zoning Districts.** There are several problems associated with the current zoning districts used in the City for use regulation. We focus on two major ones:
- a. *Too Many Districts.* The UDO includes 28 base districts, 9 overlay districts, and 36 Planned Development Districts. Of these:
 - i. *There are 12 residential districts, including 7 single family districts* – there are small variations between most of the single-family districts. One district doesn’t exist on the Zoning Map anymore – the one that has the most flexible potential.
 - ii. *There are 12 business and industrial districts.* Most of them aren’t well spread, such as B-5 (4 parcels), B-6 (7 parcels), and BP (1 parcel). The largest district in terms of parcels is B-1 (554 parcels). The next highest is M-1 (125 parcels).
 - iii. *The City should reduce the number of districts overall.* For reference, the City of Oak Creek currently has 19, and they’re revising their zoning ordinance at present. The City of Greenfield has 23 districts, of which 6 are overlays. The City of West Allis has 18 districts. Overall, we don’t need so many districts. It’s over-classification of the worst kind.
 - b. *Not the right types of districts.* Bloomington, Indiana enacted a UDO in 2002 and adopted Version 2.0 of their UDO last April. They switched from Business/Commercial and Industrial districts to Mixed-Use and Employment district, which changed the style of development regulation from a use-based review to site-design based standards. Granted, Bloomington is a far more traditional City in the sense of a true center downtown, and has a large university within the city limits. Nevertheless, mixed-use concepts should be considered by the City of Franklin.

Additional Considerations/Alternatives. The above constitutes how to think of the UDO post-review and modernization. I would also recommend consideration of the following:

1. **Low-Impact Development Standards.** The City contains a wealth of natural resources that would form a positive natural amenity if development were better integrated with the environment, and treat these resources as an asset rather than something to be altered/changed/eliminated/“mitigated”. The purpose of Low-Impact Development models of development is to do exactly that. Consider all that the development would require, and then imagine those elements as part of an integrated whole. Stormwater facilities and landscaped buffers operating seamlessly. Parking integrated and reduced to a necessary part rather than the dominant physical expression of our auto-dependence. Replacing lawns with greenery that filters water and runoff from other sources, cleans it, and makes it a vital part of the landscape, rather than a pollutant.
2. **Conservation Design.** As noted above regarding Open Space Development Options, it would be preferred to create an alternative that does the following:
 - a. Increases the open space required to a minimum of 50 percent.
 - b. Establishes standards for open space design, so that it is effective and usable, and merges natural resources with recreational space, in an integrated way.
 - c. Either establishes this as a Special Use/Conditional Use option with actual incentives to encourage use, or makes this a Permitted Use and requires the conventional design to go through a Special Use approval to justify not creating open space networks.
3. **Transect Modeling.** A transect is a cross-cut profile of running from the center out to the edge, in this case of a built area. The Transect model reflects different facilities and design requirements based on location. Typically, the Transect runs from a Natural Zone, Rural Zone, Suburban Zone, General Urban, to Urban Center and Urban Core. For the City of Franklin, this kind of design would normally stop at the General Urban. It’s a character or form district method, rather than an explicit use-based regulatory system.
4. **Wind/Solar Power Facilities.** A major inclusion should be establishing design standards for wind and solar power. The idea is to create a set of definable and quantifiable design standards to guide location and intensity of each potential development.
5. **Affordable Housing.** This is the elephant in the room. The City’s density is approximately 1.26 persons per acre, which is just slightly over 1 dwelling unit per 2 acres. Since half of the City remains basically un- or under-developed (as measured strictly by urban/suburban types of development), this means essentially the effective density is 1 unit/acre. This type of density isn’t high enough to support the services already provided (roads, sewer, water, fire protection, etc.) let alone additional services needed for people with limited means. Greater measures will be needed, beyond “reducing fees” or “increasing speed of approvals.” That is the Realtors’ version of how to create affordable housing. And it doesn’t change much other than on the margins.

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APPROVAL <i>Slw</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE March 2, 2021
REPORTS & RECOMMENDATIONS	Establish the Sanitary Sewer User Fee for 2021	ITEM NUMBER <i>G.6,</i>

Background

Annually MMSD provides a Cost Manual which provides the information to determine the sewer charge for Franklin sewer customers. The charge has three components, a fixed connection fee, a fixed Hazardous Waste Disposal fee and a volumetric charge. All residents are charged a fixed rate, regardless of the water volume used. Commercial Customers are provided the fixed charge and then a volumetric charge based upon the water usage.

To the MMSD fee is an additional fee that provides the resources to maintain the local sanitary sewer system.

Analysis

Effective Jan 1, 2021, MMSD is raising its rate by 4.9%. The prior year the rate increase was over 6%.

MMSD increased the volumetric rate 4.4%. The fixed MMSD rate increased 10.5%. Combined, the MMSD rate increased 4.9% for residential customers. MMSD's total residential rate increases to \$166.47 annually (it had been \$158.68).

The City is planning to replace the Industrial Park Lift Station at a cost of \$3 million in 2021. The resources for that project are not currently available, requiring the Sewer Fund to borrow them. Debt Service is estimated at \$200,000 per year. A \$200,000 increase in resources amounts to an additional 5% of Sewer Fund resources.

Several options are available for the required added debt service resources.

- Rates could rise by only the MMSD rate increase,
- include half the required Debt Service in the 2021 rate increase or
- include all the required Debt Service in the 2022 rate increase.

Assuming that MMSD increase in 2021 and 2022 are the same at 4.9%, then the Franklin Sewer rate increase becomes:

	2020	2021 No DS	Inc	2021 ½ DS rate	Inc	2021 all DS	Inc
Franklin Charge	80.93	84.90	4.9%	91.39	12.9%	96.55	19.3%
Volumetric	120.57	124.26		124.26		124.26	
Connection	33.13	36.61		36.61		36.61	
Hazardous Waste	4.98	5.60		5.60		5.60	
Total MMSD charge	158.68	166.47	4.9%	166.47	4.9%	166.47	4.9%
Annual Charge - Total	239.61	251.37	4.9%	257.86	7.6%	263.02	9.8%
Quarterly Residential Billing	59.90	62.84	\$2.94	64.46	\$4.56	65.76	\$5.86

An average Commercial customer using 82,000 of water will see an increase as follows:

With No Debt Service in 2021 – 4.7%

With ½ of the Debt Service in 2021 – 7.5%

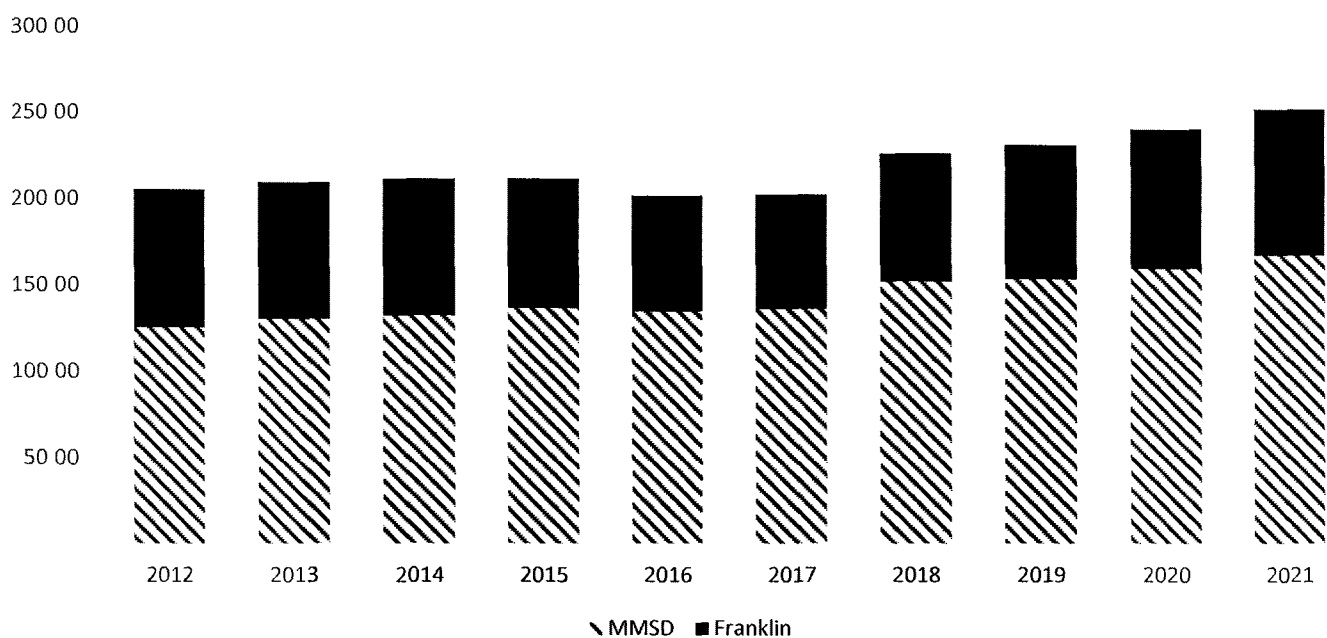
With all of the Debt Service in the 2021 rates – 9.5%

There are currently 10,644 Sewer customers – 9,358 of those are single family or Multi-family residences.

Note that Sanitary Sewer bills are combined with water charges (for properties utilizing both services). The Water Utility does not anticipate any rate increase in 2021. Note that should the proposed water tower be constructed, a water rate increase will be needed to support the cost of the tower.

A history of the combined residential sewer charge is represented below.

Annual Residential Sewer Charges



Recommendation

The Finance Committee reviewed this proposal at its February 23, 2021 meeting and unanimously recommended increasing the 2021 sanitary sewer rates to include the full impact of the debt service on the planned lift station replacement.

Fiscal Impact

The 2021 budget anticipated a 6% rate increase.

The rate increase will provide the resources necessary to pay MMSD for their rate increase and service the debt expected on the proposed lift station replacement.

Staff reviewed this planning in Sept 2018 with an impact study of the project on rates. The project engineering is underway, and bidding will be later this year. A debt offering is contemplated to finance the project, as the Sewer Fund does not have the capital to finance the project.

COUNCIL ACTION REQUESTED

Motion to adopt a quarterly 2021 Residential Sanitary Sewer charge of \$65.76 and a fixed Commercial Connection charge of \$14.46 plus a \$3.852028 per thousand gallon volumetric charge effective January 1, 2021 as provided by Municipal Code 207-14 H (3)(b)

Finance Dept - Paul

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE Sept 4, 2018
REPORTS & RECOMMENDATIONS	Review of Sanitary Sewer Rate Impact of Proposed Capital Projects	ITEM NUMBER

Background

The Engineering Department is evaluating two Sanitary Sewer Fund projects.

One project addresses obnoxious odors in the Ryan Creek Interceptor Sewer (RCI). When RCI was constructed, the City financed the project with a \$25 million Clean Water Fund loan. One covenant of that loan was that the City would own and maintain the sanitary sewer for the term of the loan. By intergovernmental agreement, Milwaukee Metropolitan Sewer District has agreed to purchase the sewer on a land contract that coincides with the Clean Water Fund Loan.

The Engineering Dept has engaged Ruekert Mielke (RM) to recommend a solution. RM has proposed two solutions; the first is a chemical one and has an estimated cost of approximately \$400,000. The second solution, and engineered one, has an estimated cost of approximately \$700,000.

MMSD staff has agreed to support the project with their board to pay for the repair, once completed.

In the meantime, there is a need to examine the financing impact of the project absent the MMSD source.

A second project addresses an aging lift station in the Industrial park. The lift station was constructed in 1986 for \$107,000 with a 30 year life. That lift station will need replacement soon and RCI was designed with this abandonment in mind. Engineering is proposing to replace the lift station (rehab cost estimated at \$750,000) with a gravity flow sewer to RCI. The gravity flow sewer would cost approximately \$4 - \$4.5 million if constructed in isolation. The project coordinates well with a 2021 Waukesha waste water discharge project into the Root River. The two cities have agreed to coordinate the projects and take advantage of some shared costs. Estimates are that Franklin could realize \$1 million or more in savings with this coordination.

Analysis

Finance has worked with Ehlers to model the financial impact on rates and borrowing requirements of the two projects, assuming both are completed with revenue bonds.

The RCI project financing would have a 2031 due date, as that is when MMSD would take title. Due to cash flows, the financing would be eligible for repayment in 2026 or later at the City's option.

The lift station financing would be 20 year bonds.

Staff wanted to look at two issues, Sanitary Sewer fund cash flows and the impact on Sanitary Sewer fund rates. The Finance Dept has included comments in the annual CAFR for some time that

“The City has not set rates to recover the contributed assets. Rates will eventually need to provide for the replacement of those contributed assets, but until such time, the City’s policy has been to hold rates down.”

The time to raise rates will have arrived to finance asset replacements. The projections indicate the following rate increases over time to finance the projects:

Year	Rate Increase	Cumulative
2020	8.0	8.0
2021	0.0	8.0
2022	10.0	18.8
2023	0.0	18.8
2024	3.0	22.4

Current rates for residences are \$225.79/year. The rate impact, once fully implemented, would be an additional \$50.49/year.

The financial forecast work from Ehlers is attached.

These costs would be mitigated if MMSD did fund the RCI project and further mitigated depending upon which method of addressing the Industrial Park lift station rehabilitation is pursued.

Recommendation:

The Finance Committee reviewed this item at its August 28, 2018 meeting. The Committee recommended that the Finance Director bring the subject to the attention of the Common Council alerting them to the related financial issues

COMMON COUNCIL ACTION REQUESTED

Such action as the Common Council believes appropriate.

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APPROVAL <i>Slw</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE Mar 2, 2021
REPORTS & RECOMMENDATIONS	Tax Increment District 2020 Results and Projections for balance of TID Project Plan	ITEM NUMBER <i>G. 7.</i>

Background

The City of Franklin has several active Tax Increment Districts in various stages of their project plans. The Districts are:

- TID3 – Northwestern Mutual, formed in June 2005, expenditure period ended in June 2020.
- TID4 – Ascension Hospital, formed in June 2005 with an expenditure period ending in June 2020
- TID5 – Ballpark Commons, formed in Sept 2016, project expenditures substantially complete
- TID6 – Bear Development, formed in Oct, 2018, project plan in process
- TID7 – Velo Village, formed May 2019, project plan substantially complete
- TID8 – Ascension Hospital, formed in May 2020 to extend TID4 – projects are in the planning stage at this time.

Analysis

TID3 – has \$97.3 million of new development in the District as of Jan 1, 2020. The TID has \$2.34 million of outstanding GO Debt related to the latest project cost – a Developer’s Grant. In addition, the TID has \$1,689,000 remaining on a Municipal Revenue Obligation as of Dec 31, 2020.

Projections in TID3 indicate that the TID can retire the remaining GO and MRO obligations with the 2022 tax increment, and then close, which would be three years earlier than required. The final debt service would occur in 2023, utilizing funds on hand.

TID4 – has \$54.6 million of new development as of Jan 1, 2020. The TID has \$2.5 million intra-fund advance outstanding, related to infrastructure costs installed in 2020. The Expenditure period closed in 2020. With the collection of the 2022 tax increment, the TID would have sufficient funds on hand to return the Interfund Advance and close.

TID5 – has \$21.4 million of new development plus PILOT agreements on exempt property. The TID has \$27.495 of outstanding GO Debt as Dec 31, 2020. It is early in the life of this TID, and the onslaught of the COVID Pandemic has delayed development.

The Developer’s Agreement includes several protections for the City, namely:

- . a Developer Guarantee of Debt Service when certain Development levels are not met,
- . PILOT payments on certain exempt parcels in the TID, and
- . the establishment of a \$2.4 million debt service reserve fund existence before any MRO payments can be made,

In 2021 a \$79,595 Developer guarantee payment was required and paid.

Current development projections indicate that the Developer will satisfy the minimum Assessment Guarantee in 2025. Projections also indicate that GO debt will be retired in 2037, but that an available three-year life extension will be required to meet the MRO obligations.

Much can change in the next few years impacting future development, and the impact of the COVID Pandemic on economic activity is uncertain, and success of the commercial activities within the development all indicate that close monitoring of this TID's projections are warranted.

TID6 – no new development has yet occurred as of Jan 1, 2020. 2020 did see significant infrastructure work, preparing sites for development. That infrastructure alone should generate increased land values. The Developer expects residential parcels to develop in 2021. In addition, the Developer has guaranteed certain minimal development targets over time. Two Commercial property owners have also signed minimum assessed guarantees on their parcels.

TID6 boundaries were expanded in 2020 to the south and northwest. This will offer increased development opportunities. Thru the end of 2020, nearly all of the \$9 million City infrastructure assistance was paid. The City has issued \$9.41 million in GO debt to support the infrastructure projects.

The Developer is due to receive a \$3.1 million MRO as a Grant upon acceptance of the infrastructure. In addition, should development exceed certain agreed target levels, the City agreed to issue additional MRO's up to the value of infrastructure not previously covered by the City. Both MRO's are interest bearing, but receive no debt service until the City GO Bonds are repaid. Current development estimates would indicate that the Developer will qualify for the maximum success MRO.

Current projections indicate that the TID can close in 2035, earlier than required.

TID7 – the City's only blighted District, is an overlay district on TID5. It currently has \$533,000 of increment, as it is very early in the TID life. The City issued two GO Bonds totaling \$5.09 million and a \$1.5 million Internal Advance to finance \$2 million in project costs and a \$4.5 million second mortgage on Velo Village, the major development in the District.

The City also agreed to provide a \$14.952 million MRO to the Developer as a grant. MRO payments begin after the TID generates \$400,000 of tax increment and are subordinate to City GO debt.

Current projections would have the TID7 close in 2040, several years early.

Attached are individual TID reports that indicate historical and projected Development, tax increment, project costs, debt service and cash flows.

Also attached is a DRAFT of 2020 Summary TID activity and balance sheets as of Dec 31, 2020.

RECOMMENDATION

The Finance Committee reviewed this report at its February 23, 2021 meeting, and unanimously recommended acceptance of the report.

COMMON COUNCIL ACTION REQUESTED

Place report on file.

DRAFT

CITY OF FRANKLIN, WISCONSIN
 TIF Districts Fund
 Combining Balance Sheet
 As of December 31, 2020

	Northwestern Mutual District #3	Ascension Hospital District #4	Ballpark Commons District #5	Loomis & Ryan District #6	Velo Village District #7	Bear Development District #8	Total
ASSETS							
Cash and investments	\$ 1,164,562	\$ 1,100,460	\$ 444,650	\$ 3,526,359	\$ 424,487	\$ 69,430	\$ 6,729,948
Accounts receivable	-	-	23,264	-	-	-	23,264
Interest receivable	-	-	-	-	-	-	-
Taxes receivable	2,067,579	1,160,642	478,853	-	11,911	-	3,718,985
Note receivable	-	-	-	-	4,500,000	-	4,500,000
Total assets	\$ 3,232,141	\$ 2,261,102	\$ 946,767	\$ 3,526,359	\$ 4,936,398	\$ 69,430	\$ 14,972,197
LIABILITIES AND FUND BALANCES							
LIABILITIES							
Accounts payable	\$ -	\$ 120,884	\$ 157	\$ 2,940,244	\$ -	\$ 32,641	\$ 3,093,926
Accrued liabilities	865,126	-	-	-	-	-	865,126
Advances from Other Funds	-	2,500,000	-	-	1,745,000	100,000	4,345,000
Total liabilities	865,126	2,620,884	157	2,940,244	1,745,000	132,641	8,304,052
DEFERRED INFLOWS OF RESOURCES							
Deferred Inflow - Note Receivable	2,067,579	1,160,642	478,853	-	4,500,000	-	4,500,000
Unearned revenue	-	-	-	-	11,911	-	3,718,985
FUND BALANCES (DEFICIT)							
Restricted	299,436	-	467,757	586,115	-	-	1,353,308
Unassigned (deficit)	-	(1,520,424)	-	-	(1,320,513)	(63,211)	(2,904,148)
Total fund balances (deficit)	299,436	(1,520,424)	467,757	586,115	(1,320,513)	(63,211)	(1,550,840)
Total liabilities, deferred inflows and fund balances	\$ 3,232,141	\$ 2,261,102	\$ 946,767	\$ 3,526,359	\$ 4,936,398	\$ 69,430	\$ 14,972,197

DRAFT

CITY OF FRANKLIN, WISCONSIN
TIF Districts Fund
Combining Schedule of TIF Districts Revenue, Expenditures
and Changes in Fund Balances
For the Year Ended December 31, 2020

	Northwestern Mutual District #3	Ascension Hospital District #4	Ballpark Commons District #5	Loomis & Ryan District #6	Velo Village District #7	Bear Development District #8	Total
REVENUE							
Taxes	\$ 1,401,748	\$ 1,212,692	\$ 812,921	\$ -	\$ -	\$ -	\$ 3,427,361
Intergovernmental revenue	510,053	53,731	12,883	-	-	-	576,667
Investment earnings (loss)	8,995	73,020	52,917	28,199	130,043	-	293,174
Miscellaneous revenue	-	-	-	-	-	-	-
Total revenue	<u>1,920,796</u>	<u>1,339,443</u>	<u>878,721</u>	<u>28,199</u>	<u>130,043</u>	<u>-</u>	<u>4,297,202</u>
EXPENDITURES							
Current:							
General government	7,300	12,286	17,045	29,941	10,129	9,373	86,074
Public works	-	465,510	2,305	167,721	-	23,133	658,669
Conservation and development	760,705	700	700	17,200	4,500,700	15,000	5,295,005
Capital outlay	-	6,449,311	-	7,525,939	166,663	15,393	14,157,306
Debt service							
Principal	665,000	-	-	-	-	-	665,000
Interest and fiscal charges	80,265	-	942,653	220,100	116,072	312	1,359,402
Debt issuance costs	-	-	72,539	43,089	-	-	115,628
Total expenditures	<u>1,513,270</u>	<u>6,927,807</u>	<u>1,035,242</u>	<u>8,003,990</u>	<u>4,793,564</u>	<u>63,211</u>	<u>22,337,084</u>
Excess (deficiency) of revenue over expenditures	<u>407,526</u>	<u>(5,588,364)</u>	<u>(156,521)</u>	<u>(7,975,791)</u>	<u>(4,663,521)</u>	<u>(63,211)</u>	<u>(18,039,882)</u>
OTHER FINANCING SOURCES (USES)							
Transfers in	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-
General obligation debt issued	-	-	-	3,045,000	-	-	3,045,000
Refunding debt issued	-	-	9,545,000	-	-	-	9,545,000
Premium (Discount) on debt issued	-	-	104,565	75,056	-	-	179,621
Principal payment on current refunding	-	-	(13,480,000)	-	-	-	(13,480,000)
Total other financing sources (uses)	-	-	<u>(3,830,435)</u>	<u>3,120,056</u>	-	-	<u>(710,379)</u>
Net change in fund balances	<u>407,526</u>	<u>(5,588,364)</u>	<u>(3,986,956)</u>	<u>(4,855,735)</u>	<u>(4,663,521)</u>	<u>(63,211)</u>	<u>(18,750,261)</u>
Fund balances (deficit) - beginning	<u>(108,090)</u>	<u>4,067,940</u>	<u>4,454,713</u>	<u>5,441,850</u>	<u>3,343,008</u>	<u>-</u>	<u>17,199,421</u>
Fund balances (deficit) - ending	<u>\$ 299,436</u>	<u>\$ (1,520,424)</u>	<u>\$ 467,757</u>	<u>\$ 586,115</u>	<u>\$ (1,320,513)</u>	<u>\$ (63,211)</u>	<u>\$ (1,550,840)</u>

Tax Increment District #3

Northwestern Mutual Insurance

City of Franklin
TIF #3 Projection
Projected Cash Flow
December 31, 2020

Year	Revenue										Expenditures				TIF Status			
	Tax Levy	Interest Income 1 50%	Computer Aid	Developer Loan Repayment	Grant & Debt Proceeds	Total Revenue	Interest & Fees	Debt Service		Project Costs	Admin Expenses	Total Expenditures	Yearly Cash Activity	Net Cash Balance	Year End Note Balance	Net Debt Balance	Fund Balance	
								Principal	Fees									
2005	-	60,525	-	-	3,905,571	3,966,096	66,036	-	906,440	61,554	1,034,030	2,932,066	2,932,066	-	3,905,571	(973,505)		
2006	-	114,349	-	-	94,429	208,778	179,643	-	2,021,091	70,527	2,271,261	869,583	869,583	-	4,000,000	(3,130,417)		
2007	251,402	102,847	317,482	130,950	16,700,000	17,502,481	693,528	-	17,280,607	75,136	18,049,271	(546,790)	322,793	10,000,000	9,700,000	622,793		
2008	504,283	14,311	304,643	789,625	11,137,628	12,750,490	782,386	10,100,000	2,087,552	46,955	12,996,893	(246,403)	76,390	9,400,000	11,300,000	8,176,390		
2009	1,635,719	6,159	353,993	792,679	800,000	3,488,550	804,998	2,115,000	615,003	29,202	3,564,203	(75,653)	737	8,785,000	10,600,000	7,985,737		
2010	2,295,166	7,725	326,765	790,589	-	3,420,245	736,093	2,225,000	105,028	11,564	3,077,685	342,560	343,297	8,160,000	9,000,000	8,503,297		
2011	1,407,207	10,971	333,786	793,255	-	2,545,219	675,943	1,640,000	9,683	9,986	2,335,612	209,607	552,904	7,520,000	8,000,000	8,072,904		
2012	1,650,483	5,128	282,085	795,629	-	2,733,325	596,392	2,655,000	25,360	12,116	3,288,868	(555,543)	(2,639)	6,865,000	6,000,000	6,862,361		
2013	1,547,835	(1,979)	361,741	797,711	1,150,000	3,855,308	522,341	3,170,000	3,196	28,634	3,724,171	131,137	128,498	6,195,000	4,650,000	5,173,498		
2014	1,572,197	47,156	407,508	6,255,776	5,530,000	13,812,638	205,411	9,695,000	330,265	12,482	10,243,158	3,569,480	3,697,978	-	6,680,000	347,978		
2015	1,681,578	146,311	421,710	-	-	2,249,599	129,705	1,670,000	1,429,255	22,156	3,251,116	(1,001,517)	2,696,461	-	5,010,000	996,461		
2016	1,730,642	63,991	355,862	-	-	2,150,495	109,189	1,800,000	1,034,856	11,507	2,955,552	(805,057)	1,891,404	-	3,210,000	1,341,404		
2017	1,253,573	23,049	458,196	-	-	1,734,818	74,152	2,175,000	1,387,794	24,403	3,661,348	(1,926,530)	(35,126)	-	1,035,000	(65,126)		
2018	1,381,189	35,035	464,931	-	-	1,881,155	14,923	1,035,000	135,481	7,102	1,192,506	688,649	653,523	-	3,005,000	653,523		
2019	1,114,684	95,601	482,476	-	3,024,367	4,717,128	47,920	-	5,330,675	100,146	5,478,741	(761,613)	(108,090)	-	2,340,000	(3,132,457)		
2020	1,401,749	8,995	510,053	-	-	1,920,797	80,175	665,000	760,705	7,391	1,513,271	407,526	299,436	-	2,340,000	(2,059,931)		
2021	2,067,581	5,200	499,900	-	-	2,572,681	55,725	965,000	1,050,225	29,000	2,099,950	472,731	772,167	-	1,375,000	(622,200)		
2022	2,046,905	13,500	489,900	-	-	2,550,305	26,475	985,000	-	29,000	1,040,475	1,509,830	2,281,997	-	390,000	1,872,633		
2023	-	-	-	-	-	-	5,850	390,000	-	29,000	424,850	(424,850)	1,857,147	-	-	1,837,781		
2024	-	-	-	-	-	-	-	-	-	-	0	-	1,857,147	-	-	1,837,781		
2025	-	-	-	-	-	-	-	-	-	-	0	-	1,857,147	-	-	-		
	23,442,194	758,675	6,371,031	11,146,214	42,341,995	84,060,108	5,766,884	41,285,000	34,513,216	617,861	82,202,961	1,857,148	299,436	-	2,340,000	(2,059,931)		
					(10,000,000)			(10,000,000)										
					(1,000,000)			(1,000,000)										
					(11,146,213)			(1,146,213)	(10,000,000)		(10,000,000)							
					1	31,341,995		4,640,671	21,285,000		24,513,216							

Note The taxable loan is considered revenue as repaid and the debt balance is net of the loan to developer
Project costs can not be initiated after June 21, 2020

Assumptions.

- 1 Computer aid will decrease at 5% per year
- 2 Payoff by 2017 represented to the Other Taxing Jurisdictions through the Joint Review Board

City of Franklin
TIF #3 Projection
Projected Debt Service
December 31, 2020

Tax Exempt G.O. Bonds	\$ 1,000,000
Improvements Cost	\$ 1,000,000
Capitalized Interest	\$ -
Est. Issuance Cost	\$ -
Rounding	\$ -

Tax Exempt G.O. Bonds	\$ 10,083,583
Improvements Cost	\$ 10,017,933
Capitalized Interest	\$ -
Est. Issuance Cost	\$ 65,650
Rounding	\$ -

Interfund Advance	\$ -
Improvements Cost	\$ -
Capitalized Interest	\$ -
Est. Issuance Cost	\$ -
Rounding	\$ -

Total	\$ 11,083,583
Tax Exempt G.O. Debt	\$ 11,017,933
Improvements Cost	\$ -
Capitalized Interest	\$ -
Est. Issuance Cost	\$ 65,650
Rounding	\$ -

Year	Debt Service 8/15/05			Debt Service 8/26/08			Debt Service (3/31, 6/30, 9/30 & 12/31)			Debt Issues			
	Balance	Principal 3/1	Interest (3/1 & 9/1) avg = 3.25%	Balance	Principal 3/1	Interest (3/1 & 9/1) avg = 3.00%	Balance	Principal	Interest	Total	Balance	Principal	Interest
2005	4,000,000	-	66,036	-	-	-	2,700,000	-	-	70,021	4,000,000	-	66,036
2006	4,000,000	-	179,643	-	-	-	600,000	3,200,000	65,620	3,265,620	9,700,000	-	179,643
2007	7,000,000	-	295,926	-	-	-	800,000	600,000	15,127	615,127	11,300,000	9,500,000	281,873
2008	700,000	6,300,000	216,253	10,000,000	200,000	334,118	800,000	800,000	1,841	801,841	10,600,000	1,500,000	354,556
2009	-	700,000	5,311	9,800,000	800,000	314,500	-	800,000	-	-	9,000,000	1,600,000	316,341
2010	-	-	-	8,000,000	1,000,000	287,500	-	-	-	-	8,000,000	1,000,000	287,500
2011	-	-	-	6,000,000	2,000,000	240,000	-	-	-	-	6,000,000	2,000,000	240,000
2012	-	-	-	3,500,000	2,500,000	165,000	1,150,000	-	-	33,743	4,650,000	2,500,000	198,743
2013	-	-	-	-	3,500,000	107,091	3,350,000	-	-	110,710	6,880,000	3,500,000	51,721
2014	3,330,000	-	(166,080)	-	-	-	1,700,000	1,650,000	64,406	1,714,406	5,010,000	1,670,000	129,705
2015	3,310,000	20,000	65,299	-	-	-	550,000	1,150,000	22,670	1,172,670	3,210,000	1,800,000	109,189
2016	2,660,000	650,000	86,519	-	-	-	50,000	500,000	19,250	519,250	1,035,000	2,175,000	74,152
2017	985,000	1,675,000	54,902	-	-	-	-	50,000	148	50,148	-	1,035,000	14,923
2018	-	985,000	14,775	-	-	-	-	-	-	-	3,005,000	-	47,920
2019	-	-	-	3,005,000	685,000	80,175	-	-	-	-	2,340,000	665,000	80,175
2020	-	-	-	2,340,000	-	-	-	-	-	-	1,375,000	965,000	55,725
2021	-	-	-	1,375,000	985,000	55,725	-	-	-	-	390,000	985,000	26,475
2022	-	-	-	390,000	985,000	26,475	-	-	-	-	-	390,000	5,850
2023	-	-	-	-	390,000	5,850	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	-	-	-	-	-
		10,330,000	818,584	11,148,584	13,005,000	1,664,354	14,669,354	7,950,000	403,536	8,353,536	31,285,000	2,886,474	34,171,474

Note: This issue was originally \$4M and was increased to \$7M on 3-1-07. It was reduced to \$1M in 2008 and repaid to the Debt Service Fund in 2009.

Premium	83,583
Debt Issuance to other funds	45,955
	<u>37,628</u>

**City of Franklin
TIF #3 Projection
Projected Revenue
December 31, 2020**

Const Year	Incr Year	Revenue Year	Full Value Beginning of Year	Total Increment	DOR Adjustment	Inflation & Additional Increment	Cumulative Equalized Increment Value	Tax Rate	Increment Revenue Collected
2005	2006	2007	-	11,743,000		1,178,100	12,921,100	19.46	251,402
2006	2007	2008	12,921,100	8,668,000		3,315,300	24,904,400	20.25	504,283
2007	2008	2009	24,904,400	44,487,000		5,491,100	74,882,500	20.51	1,535,719
2008	2009	2010	74,882,500	15,432,000	10,000,000	5,587,800	105,902,300	21.67	2,295,166
2009	2010	2011	105,902,300	-	(42,000,000)	(2,467,600)	61,434,700	22.91	1,407,207
2010	2011	2012	61,434,700	-	12,000,000	(782,100)	72,652,600	22.72	1,650,483
2011	2012	2013	72,652,600	-	-	(8,734,800)	63,917,800	24.22	1,547,835
2012	2013	2014	63,917,800	-	-	387,900	64,305,700	24.45	1,572,197
2013	2014	2015	64,305,700	-	-	8,479,300	72,785,000	23.10	1,681,578
2014	2015	2016	72,785,000	-	-	44,900	72,829,900	23.76	1,730,642
2015	2016	2017	72,829,900	-	(19,479,681)	1,905,981	55,256,200	22.69	1,253,573
2016	2017	2018	55,256,200	6,792,900			62,049,100	22.26	1,381,189
2017	2018	2019	62,049,100	(10,867,500)			51,181,600	21.78	1,114,684
2018	2019	2020	51,181,600	5,000,000		8,599,900	64,781,500	21.64	1,401,749
2019	2020	2021	64,781,500	20,000,000	7,807,400	4,797,700	97,386,600	21.23	2,067,581
2020	2021	2022	97,386,600	-			97,386,600	21.02	2,046,905
2021	2022	2023	97,386,600	-			97,386,600	20.81	2,026,436
2022	2023	2024	97,386,600	-			97,386,600	20.60	2,006,172
2023	2024	2025	97,386,600	-		2,151,548	99,538,148	20.39	2,029,989
2024	2025	2026	99,538,148	-		2,173,063	101,711,211	20.19	2,053,563
									31,558,355
									Reported
									Amend # 1
									\$ 55,720,000
									\$ 173,488,200
									51,181,600
									224,669,800
									229,093,100
									101.97%

Base Value	
Increment	\$ 117,768,200
Equalized Value	51,181,600
Assessed Value	\$ 168,949,800
Ratio	

Assumptions:

- 1 Property value inflation 1.00%
- 2 Property additions 0.00%
- 3 Mil Rate Inflation -1.00%

Note The Mil rate deflation assumption is based upon the recent experience of the City of Franklin that the development within TIFs is happening at a greater rate than outside the TIF effectively lowering the TIF rate. In addition it assumes the impact of the current tax levy limits will continue in some format in the future.

City of Franklin
TIF #3 Projection
Development Assumptions
December 31, 2020

Const Year	Project Plan (Memo)	Development										Difference from Plan
		Franklin Oaks	Johnson Bank	31st Office Bldg	Land N of NM	27th Street	Zilber Dev	Add NM 2	DOR Adjustments	Rawson Avenue	Total	
	Project Plan	44,750,000	1,000,000	1,000,000	9,180,000	2,500,000	-	37,500,000	-	-	95,930,000	
2005	17,850,000	10,543,000	1,200,000								11,743,000	(6,107,000)
2006	11,900,000	8,400,000			268,000						8,668,000	(3,232,000)
2007	12,500,000	2,825,000			510,000						44,487,000	31,987,000
2008	6,500,000	3,737,000									15,432,000	8,932,000
2009	13,000,000										0	(13,000,000)
2010	15,560,000										0	(15,560,000)
2011	15,560,000										0	(15,560,000)
2012	3,060,000										0	(3,060,000)
2013											0	-
2014											0	-
2015									(25,073,800)		-25,073,800	
2016									6,792,900		6,792,900	
2017									(10,867,500)		-10,867,500	
2018								5,000,000			5,000,000	
2019								20,000,000			20,000,000	
2020											0	
2021											0	
2022											0	
		95,930,000	1,200,000	-	-	778,000	25,000,000	51,095,000	1,752,000	76,181,600	(15,600,000)	

Assumptions:

- 1 Construction includes \$5 million in non taxable computers
- 2 Project Estimate

Met with Mike King 2/26, construction sched such that all the bldg come on line in 2019, only 20-30% com

City of Franklin
TIF #3 Projection
Project Expenditures
December 31, 2020

Year	Project Costs											Total					
	Stormwater Management	Right of Way	Construction 6903	Construction 6904	Construction Drexel	Construction 27th ST	Water Mains	Sewer	Grants	Loans	MRO		MRO Int	Debt Issuance	Refunded Tax	Sub-total	Incentives
2005		643,614	210,909	51,667		250									906,440		906,440
2006	46,200	295,878	1,520,186	37,765		121,062									2,021,091		2,021,091
2007		5,150	729,855	487,315	73,421	(15,134)			6,000,000						7,280,607	229,750	7,510,357
2008			143,343	60,618	1,878,293	5,298									2,087,552	290,900	2,378,452
2009			26,038	14,327	574,507	131									615,003	272,775	887,778
2010			3,181	717	101,150										105,028	254,175	359,203
2011				5,532	4,151										9,683	235,200	244,883
2012					8,636	16,724									25,360	215,775	241,135
2013						3,196									3,196	195,524	198,720
2014						275,463				54,803					330,265	92,925	423,190
2015						1,405,292				23,568	395				1,429,255	-	1,429,255
2016						574,625				454,100	6,131				1,034,856	-	1,034,856
2017						1,353,610								34,184	1,387,794	-	1,387,794
2018						-						109,000		26,481	135,481	-	135,481
2019												202,000	89,994		5,330,675	-	5,330,675
2020									5,000,000			684,000	76,705		760,705	-	760,705
2021											1,005,000	45,225			1,050,225	-	1,050,225
2022															-	-	-
2023															-	-	-
2024															-	-	-
	46,200	944,642	2,633,492	657,941	2,640,158	3,740,517	532,471	6,526	11,000,000	2,000,000	211,924	60,665	24,513,216	1,787,024	26,300,240		26,300,240
		3,624,334					4,279,514										

Tax Increment District #4
Ascension Hospital

City of Franklin
TIF #4 Phase I Projection
Projected Cash Flow
December 31, 2020

Year	Revenue										Expenditures			TIF Status			Year End Fund Balance
	Tax Levy	Computer Aid	Misc Revenue	Interest Income 100%	Debt Issued	Total	Project		Debt Service		Total	Yearly Cash Activity	Net Cash	Outstanding Debt			
							Costs	Admin Expenses	Interest	Principal							
2005	-	-	-	39,408	2,812,416	2,851,824	179,470	34,844	47,553	-	261,867	2,589,957	2,589,957	2,812,416	(222,459)		
2006	-	-	-	117,860	116,353	234,213	659,840	35,237	129,485	-	824,562	(590,349)	1,999,608	2,928,769	(929,161)		
2007	17,702	4,884	294,196	28,754	2,971,231	3,316,767	3,522,075	53,667	116,893	1,500,000	5,192,635	(1,875,868)	123,740	4,400,000	(4,276,260)		
2008	236,803	6,862	34,337	9,354	3,700,000	3,987,356	388,006	51,827	187,046	3,100,000	3,726,879	260,477	384,217	5,000,000	(4,615,783)		
2009	221,611	5,474	57,051	8,341	600,000	892,477	529,168	28,555	223,924	337,000	1,118,647	(226,170)	158,047	5,263,000	(5,104,953)		
2010	1,268,430	3,254	78,217	5,120	-	1,355,021	51,227	9,625	198,646	1,000,000	1,259,498	95,523	253,570	4,263,000	(4,009,430)		
2011	836,103	59,197	-	5,849	-	901,149	370,781	9,986	174,163	525,000	1,079,930	(178,781)	74,789	3,738,000	(3,663,211)		
2012	909,841	57,003	-	748	3,038,000	4,005,592	-	13,687	144,248	3,738,000	3,895,935	109,657	184,446	3,038,000	(2,853,554)		
2013	815,923	46,504	46,374	(3,255)	-	905,545	-	9,444	101,798	875,000	986,242	(80,697)	103,749	2,163,000	(2,059,251)		
2014	954,727	24,620	18,001	906	-	996,254	46,243	46,728	59,904	925,000	1,077,875	(79,621)	24,128	1,238,000	(1,213,872)		
2015	1,009,060	19,631	92,021	404	-	1,121,116	18,278	12,487	14,695	1,000,000	1,045,460	75,656	99,784	238,000	(138,216)		
2016	1,289,709	18,043	91,206	(5,035)	-	1,393,923	-	12,505	920	238,000	251,425	1,142,498	1,242,282	-	1,242,282		
2017	1,013,892	15,960	148,173	18,283	-	1,196,308	22,307	10,284	-	-	32,591	1,163,717	2,405,999	-	2,405,999		
2018	1,059,413	16,195	132,872	56,083	-	1,284,563	573,883	5,220	-	-	579,103	685,460	3,091,459	-	3,091,459		
2019	1,011,272	21,413	121,712	118,138	-	1,272,535	241,751	54,303	-	-	296,054	976,481	4,067,940	-	4,067,940		
2020	1,138,803	53,731	73,889	73,020	2,500,000	3,839,443	6,449,311	478,496	-	-	6,927,807	(3,088,364)	979,576	2,500,000	(1,520,424)		
2021	1,160,642	51,044	50,000	9,796	-	1,271,482	-	12,500	24,375	1,100,000	1,136,875	134,607	1,114,183	1,400,000	(285,817)		
2022	1,149,036	48,492	25,000	11,142	-	1,233,670	-	12,500	10,625	1,100,000	1,123,125	110,545	1,224,727	300,000	924,727		
2023	-	-	-	-	-	-	-	-	1,875	300,000	301,875	(301,875)	922,852	-	922,852		
2024	-	-	-	-	-	-	-	-	-	-	-	-	922,852	-	922,852		
2025	-	-	-	-	-	-	-	-	-	-	-	-	922,852	-	922,852		
	14,092,965	452,308	1,263,049	494,915	15,738,000	32,041,237	13,052,339	891,895	1,436,150	15,738,000	31,118,384						

Note Phase 1 projected to be fully funded by 2016
Project costs can not be initiated after June 21, 2020
TIF will continue until Phase 2 and Phase 3 projects are complete or fully funded (Phase 2 - 5,548,000 & Phase 3 - 12,851,000) 27th St reconstruction may reduce the scope of later phases
Per the Project Plan the TIF is anticipated to be completed during the year 2025

City of Franklin
TIF #4 Projection
Development Assumptions
December 31, 2020

Const Year	Project Plan Estimate	Development							Total
		Developer Residential	Developer Commercial	Wheaton Franciscan	Oakwood South	Conway	Additional Lots		
		19,967,049	12,579,974	18,000,000	30,000,000	-	100,000,000	180,547,023	
2005	-		712,021					712,021	
2006	12,877,813	925,000		8,800,000				9,725,000	
2007	33,423,756	4,806,300		13,924,000		1,027,700		19,758,000	
2008	4,245,454	534,500		140,000				674,500	
2009	-			4,500,000				4,500,000	
2010	-	306,400						306,400	
2011	-	710,500						710,500	
2012	38,000,000	2,663,679						2,663,679	
2013	8,000,000	4,050,000		575,800				4,625,800	
2014	8,000,000	1,354,000					8,116,562	9,963,462	
2015	8,000,000						634,938	634,938	
2016	8,000,000						2,257,008	2,257,008	
2017	7,500,000			(10,100,000)				(10,100,000)	
2018	7,500,000			6,198,300				6,198,300	
2019	7,500,000							-	
2020	7,500,000							-	
2021	7,500,000							-	
2022	7,500,000							-	
2023	7,500,000							-	
2024	7,500,000							-	
	180,547,023	15,350,379	1,204,921	24,038,100	-	1,027,700	11,008,508	52,629,608	

54 lots @ 25 Acres X
\$350,000 \$1,600,000 per acre

**City of Franklin
TIF #4 Projection
Projected Revenue
December 31, 2020**

Const Year	Incr Year	Rev Year	Full Value Beginning of Year	Total Increment	DOR Adjustment	Inflation & Additional Increment	Cumulative Equalized Increment Value	Tax Rate	Increment Revenue Collected
2005	2006	2007	-	712,021		198,179	910,200	19 45	17,702
2006	2007	2008	910,200	9,725,000		1,059,700	11,694,900	20 25	236,803
2007	2008	2009	11,694,900	19,758,000	(21,300,000)	653,000	10,805,900	20 51	221,611
2008	2009	2010	10,805,900	674,500	46,600,000	446,800	58,527,200	21 67	1,268,430
2009	2010	2011	58,527,200	4,500,000	(23,300,000)	(3,225,300)	36,501,900	22 91	836,103
2010	2011	2012	36,501,900	306,400	2,394,900	847,100	40,050,300	22 72	909,841
2011	2012	2013	40,050,300	710,500		(7,067,300)	33,693,500	24 22	815,923
2012	2013	2014	33,693,500	4,821,486		535,114	39,050,100	24 45	954,727
2013	2014	2015	39,050,100	4,625,800			43,675,900	22 99	1,009,060
2014	2015	2016	43,675,900	9,963,462		634,938	54,274,300	23 76	1,289,709
2015	2016	2017	54,274,300	(10,323,922)		740,922	44,691,300	21 44	1,013,892
2016	2017	2018	44,691,300	2,257,008		645,092	47,593,400	22 26	1,059,413
2017	2018	2019	47,593,400	(1,162,200)			46,431,200	21 78	1,011,272
2018	2019	2020	46,431,200	-	2,423,500	6,198,300	52,629,500	21 64	1,138,803
2019	2020	2021	52,629,500	-		(384,800)	54,668,200	21 23	1,160,642
2020	2021	2022	54,668,200	-			54,668,200	21 02	1,149,036
2021	2022	2023	54,668,200	-			54,668,200	-	-
2022	2023	2024	54,668,200	-			54,668,200	-	-
2023	2024	2025	54,668,200	-			54,668,200	-	-
2024	2025	2026	54,668,200	-			54,668,200	-	-
2025	2026	2027	54,668,200	-			54,668,200	-	-
2026	2027	2028	54,668,200	-			54,668,200	-	-
				<u>46,568,055</u>					<u>14,092,965</u>

Assumptions:

- 1 Property value inflation 1 00%
- 2 Property additions 0 00%
- 3 Mill Rate Inflation -1 00%
- 6 Estimated developed value per acre \$ 500,000
- 7 Ave Assessed value vacant & improved land \$ -

City of Franklin
TIF #4 Projection
Projected Cost Breakdown
December 31, 2020

Year	Project Costs											Total
	Roundabout MLG/Cov Weaton Way 6917	Traffic Signals Median Recon Intersection 6922	OC Water & Intersection 6921	Construction Oakwood Road 6912	Right of way Oakwood 6911	Fitzsimmons Weeds/ Dev Incentive	Developer Incentive	Water & Sewer Costs Net	Issuance Cost	S 27th Street S&W	Contingency Marketing Expenses	
Project Plan Estimate	282,400	200,000	6921	1,860,000	200,000	375,000	1,190,000	13,875	177,000	4,284,400		
2005				152,995	12,600						179,470	
2006	32,947			242,356	384,537						659,840	
2007	708,680	493,248	129,941	1,898,528	4,200		287,478				3,522,075	
2008	14,877	12,897	16,896	43,689			124,974	13,130	161,543		388,006	
2009	4,955		(41,000)	158,441					55,102		529,168	
2010	2,064			105					3,950		51,227	
2011									11,290		370,781	
2012											-	
2013											-	
2014								46,243			46,243	
2015								18,278			18,278	
2016											-	
2017								22,307			22,307	
2018										573,883	573,883	
2019									241,751		241,751	
2020									6,449,311		6,449,311	
2021											-	
2022											-	
2023											-	
	763,523	506,145	105,837	2,496,114	401,337		412,452	27,005	231,885	1,330,152	13,052,339	

City of Franklin
TIF #4 Projection
Projected Debt Service
December 31, 2020

Tax Exempt G.O. Bonds	\$ 3,000,000
Improvements Cost	\$ 2,715,000
Capitalized Interest	\$ 259,377
Est Issuance Cost	\$ 24,975
Rounding	\$ 648

Interfund Advance	\$ 3,500,000
Improvements Cost	\$ 3,500,000
Capitalized Interest	
Est Issuance Cost	\$ -
Rounding	\$ -

Total	
\$ 6,500,000	
\$ 6,215,000	
\$ 259,377	
\$ 24,975	
\$ 648	

Year	Debt Issues				Debt Service			All Debt Issues				
	Balance	Principal 3/1	Interest (3/1& 9/1) 4.55% avg =	Total	Balance	Principal 3/1	Interest (3/1& 9/1) 2.25%	Total	Balance	Principal	Interest	Total
												Combined Debt Service
2005	3,000,000	-	47,553	47,553	3,000,000	-	-	-	3,000,000	-	47,553	47,553
2006	3,000,000	-	129,485	129,485	3,000,000	-	-	-	3,000,000	-	129,485	129,485
2007	1,500,000	1,500,000	77,823	1,577,823	2,900,000	-	39,070	39,070	4,400,000	1,500,000	116,893	1,616,893
2008	5,000,000	-	121,405	121,405	-	3,100,000	65,641	3,165,641	5,000,000	3,100,000	187,046	3,287,046
2009	4,663,000	337,000	214,850	551,850	600,000	-	9,074	9,074	5,263,000	337,000	223,924	560,924
2010	4,263,000	400,000	197,117	597,117	-	600,000	1,529	601,529	4,263,000	1,000,000	198,646	1,198,646
2011	3,738,000	525,000	174,163	699,163	-	-	-	-	3,738,000	525,000	174,163	699,163
2012	-	3,738,000	28,363	3,766,363	3,038,000	-	115,885	115,885	3,038,000	3,738,000	144,248	3,882,248
2013	-	-	-	-	2,163,000	875,000	101,798	976,798	2,163,000	875,000	101,798	976,798
2014	-	-	-	-	1,238,000	925,000	59,904	984,904	1,238,000	925,000	59,904	984,904
2015	-	-	-	-	238,000	1,000,000	14,695	1,014,695	238,000	1,000,000	14,695	1,014,695
2016	-	-	-	-	-	238,000	920	238,920	-	238,000	920	238,920
2017	-	-	-	-	-	-	-	-	-	-	-	0
2018	-	-	-	-	-	-	-	-	-	-	-	0
2019	-	-	-	-	-	-	-	-	-	-	-	0
2020	-	-	-	-	2,500,000	-	-	-	2,500,000	-	-	0
2021	-	-	-	-	1,400,000	1,100,000	24,375	1,124,375	1,400,000	1,100,000	24,375	1,124,375
2022	-	-	-	-	300,000	1,100,000	10,625	1,110,625	300,000	1,100,000	10,625	1,110,625
2023	-	-	-	-	-	300,000	1,875	301,875	-	300,000	1,875	301,875
2024	-	-	-	-	-	-	-	-	-	-	-	0
2025	-	-	-	-	-	-	-	-	-	-	-	0
2026	-	-	-	-	-	-	-	-	-	-	-	0
						9,238,000	445,391	9,683,391		15,738,000	1,436,150	17,174,150

Tax Increment District #5
Ballpark Commons

City of Franklin, WI
 TID5 - Ball Park Commons
 Formed Sept 6, 2016 - Res 2016-7222

Year	Revenues										Total Revenues	
	Tax Increment	Stadium PILOT	Interest Earnings @ 1 25%	Intergov Rev	Dev Guar & other	Debt Proceeds						
2016												-
2017												-
2018	30,506		198,075								23,480,000	23,708,581
2019	30,950		103,743		123						17,950,000	18,084,816
2020	721,381	91,560	29,653	12,883	127,829						9,545,000	10,528,306
2021	478,853	90,585	5,847	25,640	79,595							680,520
2022	983,199	91,542	4,917	25,000	-							1,104,658
2023	1,658,561	91,534	922	25,000	-							1,776,017
2024	1,945,376	91,526	4,069	25,000	-							2,065,971
2025	2,370,016	91,516	2,216	25,000	-							2,488,748
2026	2,392,994	91,506	6,160	25,000	-							2,515,660
2027	2,369,109	91,496	8,485	25,000	-							2,494,090
2028	2,345,450	91,486	8,522	25,000	-							2,470,458
2029	2,322,015	91,476	7,370	25,000	-							2,445,861
2030	2,298,806	91,467	5,061	25,000	-							2,420,334
2031	2,275,823	91,459	2,002	25,000	-							2,394,284
2032	2,253,065	91,450	(1,536)	25,000	-							2,367,979
2033	2,230,532	91,440	(7,077)	25,000	-							2,339,895
2034	2,208,224	91,430	545	25,000	-							2,325,199
2035	2,186,142	91,421	7,231	25,000	-							2,309,794
2036	2,164,285	91,412	14,739	25,000	-							2,295,436
2037	2,142,653	91,403	24,746	25,000	-							2,283,802
2038	2,121,247	91,394	30,416	25,000	-							2,268,057
2039	2,100,066	91,386	1,776	25,000	-							2,218,228
2040	2,079,111	91,377	2,941	25,000	-							2,198,429
Total	41,708,363	1,919,866	460,822		207,547						50,975,000	95,785,122

L:\41803 VOL1 Finance\TIF Districts\TIF#5 Ballpark Commons\2020\2021 Projections Ver B.xlsx\Cash Flow

City of Fran
TID5 - Ball F
Formed Sep

Possible Extension Period



Expenditures

Year	Project Costs	Admin Costs	Principal	GO Debt Interest	Dev Guar Returned	MRO Pymts	MRO Interest	Total Expenditures	Net Cash	Cumulative Cash
2016		51,846						51,846	(51,846)	(51,846)
2017	-	47,029	-					47,029	(47,029)	(98,875)
2018	14,614,353	82,718	-	227,120				14,924,191	8,784,390	8,685,515
2019	11,395,053	186,190	10,000,000	734,375				22,315,618	(4,230,802)	4,454,713
2020	72,539	24,018	13,480,000	938,705				14,515,262	(3,986,956)	467,757
2021	91,832	14,075	-	649,023				754,930	(74,410)	393,347
2022	-	25,000	710,000	689,215				1,424,215	(319,557)	73,790
2023	-	25,000	750,000	669,715	79,595			1,524,310	251,707	325,497
2024	-	25,000	1,550,000	639,203				2,214,203	(148,232)	177,265
2025	-	25,000	1,550,000	598,203				2,173,203	315,545	492,811
2026	-	25,000	1,750,000	554,693				2,329,693	185,968	678,778
2027	-	25,000	1,960,000	506,095				2,491,095	2,995	681,773
2028	-	25,000	2,085,000	452,655				2,562,655	(92,197)	589,576
2029	-	25,000	2,210,000	395,583				2,630,583	(184,722)	404,854
2030	-	25,000	2,305,000	335,025				2,665,025	(244,691)	160,163
2031	-	25,000	2,380,000	272,323				2,677,323	(283,038)	(122,876)
2032	-	25,000	2,580,000	206,265				2,811,265	(443,286)	(566,161)
2033	-	25,000	1,550,000	155,098				1,730,098	609,797	43,636
2034	-	25,000	1,645,000	120,355				1,790,355	534,844	578,480
2035	-	25,000	1,600,000	84,126				1,709,126	600,669	1,179,149
2036	-	25,000	1,420,000	49,900				1,494,900	800,536	1,979,685
2037	-	25,000	1,450,000	16,863		150,000	188,375	1,830,238	453,565	2,433,250
2038	1,000,000	25,000	-	-		3,350,000	184,250	4,559,250	(2,291,193)	142,057
2039	500,000	25,000	-	-		-	1,600,000	2,125,000	93,228	235,284
2040		25,000	-	-		-	1,772,875	1,797,875	400,554	635,838
Total	27,673,777	880,876	50,975,000	8,294,536	79,595	3,500,000	3,745,500	95,149,284		

Actual
Actual
Actual
Actual
Projection

Extended Life
for MRO's

TID Cash reserves of \$2.4 million before any MRO pymts are made

City of Franklin, WI
 TID5 - Ball Park Commons
 Formed Sept 6, 2016 - Res 2016-7222
 Development

Construct Year	Incr Year	Rev Year	Projection in Project Plan										DOR Adj	Equated	Cumulative	2nd Amend Guarantee
			North of Rawson					South of Rawson								
			Stadium	C-1 ROC Office	Indoor Sports - Luxe Golf	Other	Hotel	Sports Village - MOSH	Commercial	Senior Housing	Garden Apartments	Other				
2016	2017	2018				1,211,500								1,211,500		
2017	2018	2019				49,700								1,261,200		
2018	2019	2020	7,961,700	506,500	510,200	2,070,100	1,861,300	1,188,400	733,200	1,650,200	7,297,800	100	5,818,500	30,659,200		20,000,000
2019	2020	2021	4,950,000									(5,008,300)	(9,361,400)	21,439,500		50,000,000
2020	2021	2022		2,500,000				8,000,000		12,525,000				23,025,000		94,000,000
2021	2022	2023		6,500,000				19,800,000		5,000,000				31,300,000		112,000,000
2022	2023	2024		5,500,000					8,500,000					14,000,000		112,000,000
2023	2024	2025							8,200,000					20,700,000		112,000,000
2024	2025	2026					12,500,000					2,200,000		2,200,000		112,000,000
2025	2026	2027												-		112,000,000
2026	2027	2028												-		112,000,000
2027	2028	2029												-		112,000,000
2028	2029	2030												-		112,000,000
2029	2030	2031												-		112,000,000
2030	2031	2032												-		112,000,000
2031	2032	2033												-		112,000,000
2032	2033	2034												-		112,000,000
2033	2034	2035												-		112,000,000
2034	2035	2036												-		112,000,000
2035	2036	2037												-		112,000,000
Total			7,961,700	7,956,500	12,510,200	3,331,300	14,361,300	28,986,400	17,433,200	19,175,200	7,297,800	(2,808,200)	(3,542,900)	112,664,500		

L:\M1803 VOL1 Finance\TIF Districts\TIF#5 Ballpark Commons\2020\2021 Projections Ver B.xlsx\Debt Summary

City of Franklin, WI
TID5 - Ball Park Commons
Formed Sept 6, 2016 - Res 2016-7222

Revenue Projection

0.0%

Constr Yr	Value Added	Val YR	Inflation Increment	Total Increment	Rev Yr		Tax Rate	Tax Increment	Project Plan
					2018	2019			
2016	1,211,500	2017		1,211,500			25.18	30,506	
2017	49,700	2018		1,261,200			24.54	30,950	577,800
2018	29,598,000	2019		30,859,200			23.38	721,381	1,426,659
2019	(9,419,700)	2020		21,439,500			22.34	478,853	1,987,891
2020	23,025,000	2021		44,464,500			22.11	983,199	2,286,172
2021	31,300,000	2022		75,764,500			21.89	1,658,561	2,263,308
2022	14,000,000	2023	-	89,764,500			21.67	1,945,376	2,240,647
2023	20,700,000	2024	-	110,464,500			21.46	2,370,016	2,218,289
2024	2,200,000	2025	-	112,664,500			21.24	2,392,994	2,196,133
2025	-	2026	-	112,664,500			21.03	2,369,109	2,174,180
2026	-	2027	-	112,664,500			20.82	2,345,450	2,152,429
2027	-	2028	-	112,664,500			20.61	2,322,015	2,130,881
2028	-	2029	-	112,664,500			20.40	2,298,806	2,109,534
2029	-	2030	-	112,664,500			20.20	2,275,823	2,088,390
2030	-	2031	-	112,664,500			20.00	2,253,065	2,067,550
2031	-	2032	-	112,664,500			19.80	2,230,532	2,046,912
2032	-	2033	-	112,664,500			19.60	2,208,224	2,026,476
2033	-	2034	-	112,664,500			19.40	2,186,142	2,006,243
2034	-	2035	-	112,664,500			19.21	2,164,285	1,986,212
2035	-	2036	-	112,664,500			19.02	2,142,653	1,986,213
2036	-	2037	-	112,664,500			18.83	2,121,247	1,986,214
2037	-	2038	-	112,664,500			18.64	2,100,066	1,986,215
2038	-	2039	-	112,664,500			18.45	2,079,111	1,986,216
Total	112,664,500		-					41,708,363	

L:\41803 VOL1 Finance\TIF Districts\TIF#5 Ballpark Commons\2020\2021 Projections Ver B.xlsx\Debt Summary

City of Franklin, WI
 TIDS - Ball Park Commons
 Formed Sept 6, 2016 - Res 2016-7222

Project Costs

Construction Yr	Sanitary Sewer	Storm Sewer	Water Mains	Streets	Shared Parking	County Methane Collection	Relocate Methane Gas Line	Excavate Unsuitable Soils	Oak Leaf Trail Extension	Sound & Light Modifications	Privacy Berms	Contingency	Developer Incentive & Other	Debt Issuance Costs	Total	Interest
2017	\$782,268	\$2,564,028	\$1,011,124	\$5,157,400	\$1,930,196	\$5,387,300	\$458,000	\$2,602,500	\$145,000	\$100,000	\$920,000	\$2,933,672			\$23,991,488	
2018	876,912	4,201,794	1,397,720	1,617,607	608,567	2,645,529	164,865	2,566,201	31,610	49,238	247,441	3,285		203,584	14,614,353	-
2019	1,190,537	1,680,071	1,122,460	2,504,989	1,829,244	389,603	46,214	1,436,361	45,224	110,181	97,894	-	742,805	199,470	11,395,053	-
2020	108,477	56,851	33,604	263,622	(29,152)	101,383	4,020	168,591	27,895		813		(736,104)	72,539	72,539	-
2021				91,832											91,832	-
2022																-
2023																-
2024																-
2025																-
2026																-
2027																-
2028																-
2029																-
2030																-
2031																-
2032																-
2033																-
2034																-
2035																-
2036																-
2037													1,000,000		1,000,000	188,375
2038													500,000		500,000	184,250
2039																1,600,000
Total	2,175,926	5,938,716	2,553,784	4,478,050	2,408,659	3,136,515	215,099	4,171,153	104,729	159,419	346,148	3,285	1,506,701	475,593	27,673,777	1,972,625

Per Project Plan - without Interest Reserve - 25%
 Total Allowable Expenditures Projected Available (Over)

City to issue a \$1.5 million MRO in 2031 for Methane system remediation

L:\M1803 VOL1 Finance\TIF Districts\TIF#5 Ballpark Commons\2020\2021 Projections Ver B.xlsx\Project Costs

City of Franklin, WI
 TID5 - Ball Park Commons
 Formed Sept 6, 2016 - Res 2016-7222

Updated for 2019A
 Updated for 2019C
 Updated for 2020A

GO Bond 2018 NAN	Taxable GO Feb 2019	Taxable GO Dec 2019	Taxable GO Dec 10, 2020	Taxable GO Dec 2019	Muni Rev Oblig 2017
10,556,360	178,015	-	-	-	-

GO Bond
2018 NAN

Year	Total Pymt	Total Pymt	Total Pymt	Total Pymt	Total Pymt	GO Debt Interest	MRO Pymts	MRO Interest Pymts	Total Payments
2017	-	-	-	-	-	227,120	-	-	227,120
2018	227,120	-	-	-	-	734,375	-	-	10,734,375
2019	10,556,360	178,015	-	-	-	938,705	-	-	14,418,705
2020	13,947,637	335,525	73,256	62,287	-	649,023	-	-	649,023
2021	-	335,525	98,773	83,983	130,743	689,215	-	-	1,399,215
2022	-	327,875	197,898	183,108	180,335	669,715	-	-	1,419,715
2023	-	861,975	196,098	181,308	180,335	639,203	-	-	2,189,203
2024	-	1,288,725	317,979	204,164	378,335	598,203	-	-	2,148,203
2025	-	1,258,725	313,479	201,664	374,335	554,693	-	-	2,304,693
2026	-	1,248,425	382,948	203,985	469,335	506,095	-	-	2,466,095
2027	-	1,296,625	396,123	211,013	562,335	452,655	-	-	2,537,655
2028	-	1,262,938	398,728	222,655	653,335	395,583	-	-	2,605,583
2029	-	1,228,563	400,853	233,833	742,335	335,025	-	-	2,640,025
2030	-	1,193,500	402,398	239,543	804,585	272,323	-	-	2,652,323
2031	-	1,157,063	393,473	234,953	866,835	206,265	-	-	2,786,265
2032	-	1,119,250	389,130	249,913	1,027,973	155,098	-	-	1,705,098
2033	-	-	399,181	269,119	1,036,798	120,355	-	-	1,765,355
2034	-	-	438,075	287,525	1,039,755	84,126	-	-	1,684,126
2035	-	-	253,563	379,038	1,051,525	49,900	-	-	1,469,900
2036	-	-	-	413,125	1,056,775	16,863	150,000	188,375	1,805,238
2037	-	-	-	406,100	1,060,763	-	3,350,000	184,250	3,534,250
2038	-	-	-	-	-	-	-	1,600,000	1,600,000
2039	-	-	-	-	-	-	-	1,772,875	1,772,875
2040	-	-	-	-	-	-	-	3,745,500	66,515,036
total	24,731,117	13,092,727	5,051,950	4,267,311	11,616,430	8,294,536	3,500,000	3,745,500	66,515,036

includes
MRO Int

**Tax Increment District #6
Bear Development
Ryan Road & Loomis Road**

Year	Revenues					Expenditures					Net Cash	Cumulative Cash
	Tax Increment	Interest Earnings & Other	Debt Proceeds	Total Revenues	Project Costs	Admin Costs	Principal	Interest	MRO Pymts	Total Expenditures		
2018						13,344	-	-	-	13,344	(13,344)	(13,344)
2019		394,202	6,365,000	6,759,202	1,187,045	-	116,963	-	-	1,304,008	5,455,194	5,441,850
2020		103,255	3,045,000	3,148,255	7,569,028	215,262	219,700	-	-	8,003,990	(4,855,735)	586,115
2021		7,326	-	7,326	409,000	10,000	252,871	-	-	671,871	(664,544)	(78,429)
2022	344,483	(980)	-	343,502	-	15,000	262,253	-	-	437,253	(93,750)	(172,179)
2023	566,638	(2,152)	-	564,486	-	15,000	254,003	-	-	559,003	5,483	(166,696)
2024	1,239,095	(2,084)	-	1,237,011	-	15,000	242,553	-	-	627,553	609,459	442,763
2025	1,420,515	5,535	-	1,426,050	-	15,000	227,253	-	-	762,253	663,797	1,106,560
2026	1,599,443	13,832	-	1,613,275	-	15,000	206,553	-	727,930	1,614,483	(1,208)	1,105,352
2027	1,775,575	13,817	-	1,789,392	-	15,000	182,053	-	797,521	1,729,573	59,819	1,165,171
2028	1,903,239	14,565	-	1,917,804	-	15,000	155,653	-	913,893	1,894,546	23,258	1,188,429
2029	1,889,620	14,855	-	1,904,475	-	15,000	130,328	-	896,929	1,917,257	(12,781)	1,175,648
2030	1,876,764	14,696	-	1,891,460	-	15,000	108,153	-	823,003	1,866,155	25,305	1,200,953
2031	1,863,969	15,012	-	1,878,981	-	15,000	86,540	-	790,503	1,857,043	21,938	1,222,891
2032	1,851,237	15,286	-	1,866,523	-	15,000	63,871	-	807,315	1,891,186	(24,663)	1,198,228
2033	1,838,570	14,978	-	1,853,548	-	15,000	39,734	-	772,315	1,857,049	(3,501)	1,194,727
2034	1,825,969	14,934	-	1,840,903	-	15,000	13,602	-	540,065	1,633,667	207,237	1,401,964
2035	1,813,437	17,525	-	1,830,962	-	15,000	-	-	1,123,602	1,138,602	692,360	2,094,323
2036	1,800,974	26,179	-	1,827,153	-	15,000	-	-	315	15,315	1,811,838	3,906,161
2037	1,788,584	48,827	-	1,837,411	-	15,000	-	-	315	15,315	1,822,096	5,728,257
2038	1,776,266	71,603	-	1,847,869	-	15,000	-	-	315	15,315	1,832,554	7,560,811
2039	1,764,024	94,510	-	1,858,534	-	15,000	-	-	-	15,000	1,843,534	9,404,346
2040	1,751,859	117,554	-	1,869,413	-	15,000	-	-	-	15,000	1,854,413	11,258,759
Total	28,938,402	895,720	9,410,000	39,244,122	9,165,073	508,606	9,410,000	2,562,078	8,194,020	29,839,776		

L:\141803 VOL1 Finance\TIF Districts\TIF#6 Bear Development\2021\TID6 Projections.xlsx\Debt Summary

Construct Year	Incr Year	Revenue Year	Large Ind	Light Ind & Com	CoPart	Nor 79 Single Family Ter	Project Plan		Bonus MRO		60% of Excess Increment	Tax Rate	Excess Increment	Cumulative MRO
							Actual Total	Total	Development	Cumulative				
2019	2020	2021	20,000,000	13,594,434			63,994,434							
2020	2021	2022	12,420,000		3,000,000		15,920,000	9,320,000	6,320,000	9,100,000	21.90	9,100,000	119,600	
2021	2022	2023		5,500,000	3,000,000	1,700,000	10,200,000	25,260,000	11,140,000	8,160,000	21.68	8,160,000	225,700	
2022	2023	2024	19,080,000	5,500,000		6,375,000	30,955,000	33,240,000	10,520,000	28,595,000	21.46	31,260,000	593,500	
2023	2024	2025		2,500,000		6,375,000	8,875,000	38,559,443	6,210,000	31,260,000	21.25	34,586,391	992,400	
2024	2025	2026		2,500,000		6,375,000	8,875,000	44,558,609	5,538,609	39,728,609	21.03	37,292,226	1,428,000	
2025	2026	2027		2,500,000		6,375,000	8,875,000	50,557,774	6,179,165	45,907,774	20.82	38,846,061	1,894,900	
2026	2027	2028		323,000		6,375,000	6,698,000	58,586,104	5,144,165	51,051,939	20.41	32,728,566	2,375,400	
2027	2028	2029					2,039,165	63,994,434	6,117,495	57,169,434	20.21	32,728,566	3,007,000	
2028	2029	2030					-	63,994,434		57,169,434	20.00	32,728,566	3,000,000	
2029	2030	2031					-	63,994,434		57,169,434	19.80	32,728,566	3,000,000	
2030	2031	2032					-	63,994,434		57,169,434	19.61	32,728,566	3,000,000	
2031	2032	2033					-	63,994,434		57,169,434	19.41	32,728,566	3,000,000	
2032	2033	2034					-	63,994,434		57,169,434	19.22	32,728,566	3,000,000	
2033	2034	2035					-	63,994,434		57,169,434	19.02	32,728,566	3,000,000	
2034	2035	2036					-	63,994,434		57,169,434	18.83	32,728,566	3,000,000	
2035	2036	2037					-	63,994,434		57,169,434	18.65	32,728,566	3,000,000	
2036	2037	2038					-	63,994,434		57,169,434	-	32,728,566	3,000,000	
2037	2038	2039					-	63,994,434		57,169,434		32,728,566	3,000,000	
2038	2039	2040					-	63,994,434		57,169,434		32,728,566	3,000,000	
2039	2040	2041					-	63,994,434		57,169,434		32,728,566	3,000,000	
Total			31,500,000	18,823,000	6,000,000	33,575,000	89,898,000	63,994,434	57,169,434					

per Clause Article II R - Developer can recover their excess project cost if the increment exceeds Exh. A-1

Dev Agreement - Dev Guaranteed Min Assessed Value for Dev (Including additions) see clause Article II (pg 6)
Strauss has Minimum Assessment Guarantee of \$12 mil from 2021 to 2028 and \$15 mil from 2029 to 2041 - see also clause 3 for escalators based upon building size
CoPart has Min Assessment Guarantee \$3 mil in 2021 and \$6 mil in

**City of Franklin, WI
TID6 - Bear Development
Formed Oct 16, 2018 Res 2018-7428**

Revenue Projection

Constr Yr	Value Added	Val YR	0.50% Inflation		Rev Yr	Tax Rate	Tax Increment	Project Plan
			Increment	Total Increment				
2019	-	2020	-	-	2021	0	-	
2020	15,420,000	2021	-	15,420,000	2022	22.34	344,483	577,800
2021	10,200,000	2022	-	25,620,000	2023	22.12	566,638	1,426,659
2022	30,955,000	2023	15,000	56,590,000	2024	21.90	1,239,095	1,987,891
2023	8,875,000	2024	66,000	65,531,000	2025	21.68	1,420,515	2,286,172
2024	8,875,000	2025	125,375	74,531,375	2026	21.46	1,599,443	2,263,308
2025	8,875,000	2026	169,750	83,576,125	2027	21.25	1,775,575	2,240,647
2026	6,698,000	2027	214,125	90,488,250	2028	21.03	1,903,239	2,218,289
2027	-	2028	258,500	90,746,750	2029	20.82	1,889,620	2,196,133
2028	-	2029	291,990	91,038,740	2030	20.62	1,876,764	2,174,180
2029	-	2030	291,990	91,330,730	2031	20.41	1,863,969	2,152,429
2030	-	2031	291,990	91,622,720	2032	20.21	1,851,237	2,130,881
2031	-	2032	291,990	91,914,710	2033	20.00	1,838,570	2,109,534
2032	-	2033	291,990	92,206,700	2034	19.80	1,825,969	2,088,390
2033	-	2034	291,990	92,498,690	2035	19.61	1,813,437	2,067,550
2034	-	2035	291,990	92,790,680	2036	19.41	1,800,974	2,046,912
2035	-	2036	291,990	93,082,670	2037	19.22	1,788,584	2,026,476
2036	-	2037	291,990	93,374,660	2038	19.02	1,776,266	2,006,243
2037	-	2038	291,990	93,666,650	2039	18.83	1,764,024	1,986,212
2038	-	2039	291,990	93,958,640	2040	18.65	1,751,859	1,986,213
2039	-	2040	291,990	94,250,630	2041			
Total	89,898,000						30,690,261	

City of Franklin, WI
 TID6 - Bear Development
 Formed Oct 16, 2018 Res 2018-7428

Project Costs

Proj Plan	Land Acq	utility Extension	Public Road Improve	Interior Infrastr	Creation Costs	Formation & Debt Issuance	Total	Bonus MRO Calc's								
								Bonus MRO Balance	Int Rate 250 bp + 10 yr Treas	Accrued int	Int Paid	Accum Interest	Princ Paid	Total 2nd MRO Pymt		
	\$3,100,000	\$3,850,000	\$1,800,000	\$3,210,000	\$30,000	\$211,350	\$12,201,350									
Construction Yr																
2019		1,065,175			12,770	109,100	1,187,045									
2020		2,824,119	3,048,810	1,653,010		43,089	7,569,028									
2021				409,000			409,000									
2022								119,600	4.50%	5,382			5,382			
2023								225,700	4.50%	10,157			15,539			
2024								593,900	4.50%	26,726			42,264			
2025								992,400	4.50%	44,658			86,922			
2026								1,429,000	4.50%	64,305	64,305		86,922	250,000		314,305
2027								1,644,900	4.50%	74,021	74,021		86,922	275,000		349,021
2028								1,850,400	4.50%	83,268	83,268		86,922	350,000		433,268
2029								1,901,200	4.50%	85,554	85,554		86,922	350,000		435,554
2030								1,782,000	4.50%	80,190	80,190		86,922	325,000		405,190
2031								1,457,000	4.50%	65,565	65,565		86,922	325,000		390,565
2032								1,132,000	4.50%	50,940	50,940		86,922	350,000		400,940
2033								782,000	4.50%	35,190	35,190		86,922	350,000		385,190
2034								432,000	4.50%	19,440	19,440		86,922	250,000		269,440
2035								182,000	4.50%	8,190	8,190		135	175,000		269,977
2036								7,000	4.50%	315	315		135			315
2037								7,000	4.50%	315	315		135			315
2038								7,000	4.50%	315	315		135			315
2039									4.50%				135			
2040																
Total		3,889,294	3,048,810	2,062,010	12,770	152,189	9,165,073			654,395				3,000,000		3,654,395

L:\41803 VOL1 Finance\TIF Districts\TIF#6 Bear Development\2021\TID6 Projections.xlsx\Project Costs

City of Franklin, WI
 TID6 - Bear Development
 Formed Oct 16, 2018 Res 2018-7428

Debt Summary

Year	GO Band - Feb 2019 - 2-20-19				Taxable GO Bond 2020 - Q3							
	Princ Pymt	Rate	Int	Total Pymt	Princ Pymt	Rate	Int	Total Pymt	Proceeds	Principal Pymts	Interest Pymts	Total Payments
2018	-	0	-	-	-	-	-	-	-	-	-	-
2019	-	4.00%	116,563	116,563	-	0.00%	-	-	6,365,000	-	116,563	116,563
2020	-	4.00%	219,700	219,700	-	2.00%	-	-	3,045,000	-	219,700	219,700
2021	-	4.00%	219,700	219,700	-	2.00%	33,171	33,171	-	-	252,871	252,871
2022	160,000	4.00%	216,500	376,500	-	2.00%	45,753	45,753	-	160,000	262,253	422,253
2023	215,000	4.00%	209,000	424,000	75,000	2.00%	45,003	120,003	-	290,000	254,003	544,003
2024	270,000	4.00%	199,300	469,300	100,000	2.00%	43,253	143,253	-	370,000	242,553	612,553
2025	370,000	4.00%	186,500	556,500	150,000	2.00%	40,753	190,753	-	520,000	227,253	747,253
2026	515,000	4.00%	168,800	683,800	150,000	2.00%	37,753	187,753	-	665,000	206,553	871,553
2027	535,000	4.00%	147,800	682,800	200,000	2.00%	34,253	234,253	-	735,000	182,053	917,053
2028	560,000	4.00%	125,900	685,900	250,000	2.00%	29,753	279,753	-	810,000	155,653	965,653
2029	575,000	3.00%	106,075	681,075	300,000	2.00%	24,253	324,253	-	875,000	130,328	1,005,328
2030	595,000	3.35%	88,525	683,525	325,000	1.00%	19,628	344,628	-	920,000	108,153	1,028,153
2031	615,000	3.35%	70,375	685,375	350,000	1.05%	16,165	366,165	-	965,000	86,540	1,051,540
2032	630,000	3.35%	51,700	681,700	375,000	1.15%	12,171	387,171	-	1,005,000	63,871	1,068,871
2033	650,000	3.13%	32,094	682,094	380,000	1.25%	7,640	387,640	-	1,030,000	39,734	1,069,734
2034	675,000	3.25%	10,969	685,969	390,000	1.35%	2,633	392,633	-	1,065,000	13,602	1,078,602
2035	-	0.00%	-	-	-	0.00%	-	-	-	-	-	-
2036	-	0.00%	-	-	-	0.00%	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-	-	-	-
2039	6,365,000	-	2,169,501	8,534,501	3,045,000	-	392,177	8,929,678	9,410,000	2,561,678	11,971,678	

L:\41803 VOL1 Finance\TIF Districts\TIF#6 Bear Development\2021\TID6 Projections.xlsx\Debt Summary

Tax Increment District #7
Velo Village Apartments

Updated Feb 16, 2021

Year	Revenues										Expenditures					Fund Balance net of Advance
	Tax Increment	Interest Earnings & Other	Acct Rec	Mort	Debt Proceeds	Total Revenues	Protect Costs	Admin Costs	Principal	Interest	MRO Pymts	Total Expenditures	Net Cash	Cumulative Cash		
2018						6,637,938	1,793,279	1,651	-	-	-	1,794,930	4,843,008	0	(1,358,462)	
2019		47,938			6,590,000	130,041	4,667,363	10,129	-	116,072	-	4,793,564	(4,663,523)	4,843,008	(1,358,462)	
2020		16,939	113,102											179,485	(1,358,462)	
2021	11,914	2,244	270,000			284,157	154,000	15,000	-	153,104	-	322,104	(37,947)	141,538	(1,358,462)	
2022	564,720	1,769	270,000			836,489	-	15,000	-	153,104	668,385	836,489	-	141,538	(1,358,462)	
2023	897,267	1,769	270,000			1,169,036	-	15,000	-	153,104	1,000,932	1,169,036	-	141,538	(1,358,462)	
2024	894,044	1,769	315,000			1,210,813	-	15,000	100,000	152,129	943,684	1,210,813	-	141,538	(1,358,462)	
2025	890,787	1,769	397,990			1,290,546	-	15,000	186,000	149,377	816,000	1,166,377	124,169	265,708	(1,234,292)	
2026	887,499	3,321	483,645			1,374,465	-	15,000	281,000	144,751	816,000	1,256,751	117,714	383,422	(1,030,578)	
2027	884,223	4,793	475,800			1,364,816	-	15,000	286,000	138,900	816,000	1,255,900	108,916	492,338	(835,662)	
2028	880,919	6,154	462,780			1,349,853	-	15,000	286,000	132,845	816,000	1,249,845	100,008	592,346	(649,654)	
2029	877,589	7,404	3,996,135			4,881,128	-	15,000	3,991,000	95,020	780,108	4,881,128	-	592,346	(563,654)	
2030	874,234	7,404				881,638	-	15,000	100,000	40,272	816,000	971,272	(89,634)	502,712	502,712	
2031	870,856	6,284				877,140	-	15,000	100,000	37,722	720,000	872,722	4,418	507,130	507,130	
2032	867,456	6,339				873,795	-	15,000	100,000	35,072	720,000	870,072	3,723	510,853	510,853	
2033	864,037	6,386				870,423	-	15,000	175,000	31,316	649,107	870,423	-	510,853	510,853	
2034	860,599	6,386				866,985	-	15,000	200,000	26,110	625,875	866,985	-	510,853	510,853	
2035	857,144	6,386				863,530	-	15,000	250,000	19,747	578,783	863,530	-	510,853	510,853	
2036	853,674	6,386				860,060	-	15,000	265,000	12,210	567,850	860,060	-	510,853	510,853	
2037	850,191	6,386				856,577	-	15,000	270,000	4,117	567,460	856,577	-	510,853	510,853	
2038	846,696	6,386				853,082	-	15,000			720,000	735,000	118,082	628,935	628,935	
2039	843,190	7,862				851,052	-	15,000			720,000	735,000	116,052	744,987	744,987	
2040	839,676	9,312				848,988	-	15,000			720,000	735,000	113,988	858,975	858,975	
2041	836,109	10,737				846,846	-	15,000			889,817	904,817	(57,970)	801,005	Possible Closure	
2042	832,535	10,013				842,548	-	15,000				15,000	827,548	1,628,552		
2043	828,957	20,357				849,314	-	15,000				15,000	834,314	2,462,866		
2044	825,376	30,786				856,162	-	15,000				15,000	841,162	3,304,028		
2045	821,794	41,300				863,094	-	15,000				15,000	848,094	4,152,122		
2046	818,165	51,902				870,067	-	15,000				15,000	855,067	5,007,189		
Total	21,179,651	336,480	7,054,452	6,590,000	6,614,642	35,160,583	6,614,642	401,780	6,590,000	1,594,972	14,952,000	30,153,394				

L:\41803 VOL1 Finance\TIF Districts\TIF#7 Velo Village\2021\2020 TID7 Financial Projections.xlsx\Debt Summary

City of Franklin, WI
TID 7 - Velo Village
Formed May 23, 2019 Res 2019-7504

Development

Project Plan

Construct Year	Incr Year	Revenue Year	Apartments	Retail	Inflation	Actual Total	Total	Cumulative																			
									2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
2019	2020	2021	533,300		1.00%	533,300	533,300	533,300																			
2020	2021	2022	25,000,000			25,000,000	23,795,881	24,329,181																			
2021	2022	2023	15,202,000		243,300	15,445,300	2,200,000	26,529,181																			
2022	2023	2024			265,300	265,300		26,529,181																			
2023	2024	2025			265,300	265,300		26,529,181																			
2024	2025	2026			265,300	265,300		26,529,181																			
2025	2026	2027			265,300	265,300		26,529,181																			
2026	2027	2028			265,300	265,300		26,529,181																			
2027	2028	2029			265,300	265,300		26,529,181																			
2028	2029	2030			265,300	265,300	-	26,529,181																			
2029	2030	2031			265,300	265,300	-	26,529,181																			
2030	2031	2032			265,300	265,300	-	26,529,181																			
2031	2032	2033			265,300	265,300	-	26,529,181																			
2032	2033	2034			265,300	265,300	-	26,529,181																			
2033	2034	2035			265,300	265,300	-	26,529,181																			
2034	2035	2036			265,300	265,300	-	26,529,181																			
2035	2036	2037			265,300	265,300	-	26,529,181																			
2036	2037	2038			265,300	265,300	-	26,529,181																			
2037	2038	2039			265,300	265,300	-	26,529,181																			
2038	2039	2040			265,300	265,300	-	26,529,181																			
2039	2040	2041			265,300	265,300	-	26,529,181																			
2040	2041	2042			265,300	265,300	-	26,529,181																			
2041	2042	2043			265,300	265,300	-	26,529,181																			
2042	2043	2044			265,300	265,300	-	26,529,181																			
2043	2044	2045			265,300	265,300	-	26,529,181																			
2044	2045	2046			265,300	265,300	-	26,529,181																			
2045	2046	2047			265,300	265,300	-	26,529,181																			
Total			40,735,300	-	6,610,500	47,345,800	26,529,181	26,529,181																			

City of Franklin, WI
TID 7 - Velo Village
Formed May 23, 2019 Res 2019-7504

Updated Feb 16, 2021

Revenue Projection

Constr Yr	Value Added	Val YR	Inflation Increment	Total		Rev Yr	Tax Rate	Tax Increment	Project Plan
				Increment	Increment				
2019	533,300	2020	-	533,300	2021	22.34	11,914	577,800	
2020	25,000,000	2021	-	25,533,300	2022	22.12	564,720		
2021	15,445,300	2022	-	40,978,600	2023	21.90	897,267	1,426,659	
2022	265,300	2023	-	41,243,900	2024	21.68	894,044	1,987,891	
2023	265,300	2024	-	41,509,200	2025	21.46	890,787	2,286,172	
2024	265,300	2025	-	41,774,500	2026	21.25	887,499	2,263,308	
2025	265,300	2026	-	42,039,800	2027	21.03	884,223	2,240,647	
2026	265,300	2027	-	42,305,100	2028	20.82	880,919	2,218,289	
2027	265,300	2028	-	42,570,400	2029	20.62	877,589	2,196,133	
2028	265,300	2029	-	42,835,700	2030	20.41	874,234	2,174,180	
2029	265,300	2030	-	43,101,000	2031	20.21	870,856	2,152,429	
2030	265,300	2031	-	43,366,300	2032	20.00	867,456	2,130,881	
2031	265,300	2032	-	43,631,600	2033	19.80	864,037	2,109,534	
2032	265,300	2033	-	43,896,900	2034	19.61	860,599	2,088,390	
2033	265,300	2034	-	44,162,200	2035	19.41	857,144	2,067,550	
2034	265,300	2035	-	44,427,500	2036	19.22	853,674	2,046,912	
2035	265,300	2036	-	44,692,800	2037	19.02	850,191	2,026,476	
2036	265,300	2037	-	44,958,100	2038	18.83	846,696	2,006,243	
2037	265,300	2038	-	45,223,400	2039	18.65	843,190	1,986,212	
2038	265,300	2039	-	45,488,700	2040	18.46	839,676	1,986,213	
2039	265,300	2040	-	45,754,000	2041	18.27	836,109	1,986,214	
2040	265,300	2041	-	46,019,300	2042	18.09	832,535	1,986,215	
2041	265,300	2042	-	46,284,600	2043	17.91	828,957	1,986,216	
2042	265,300	2043	-	46,549,900	2044	17.73	825,376	1,986,217	
2043	265,300	2044	-	46,815,200	2045	17.55	821,794	1,986,218	
2044	265,300	2045	-	47,080,500	2046	17.38	818,165	1,986,219	
2045	265,300	2046	-	47,345,800	2047	-	-	1,986,220	
0	-	0	-	47,345,800	0	-	-	1,986,221	
Total	47,345,800						21,179,651	53,861,659	

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City of Franklin, WI
 TID 7 - Velo Village
 Formed May 23, 2019 Res 2019-7504

Updated Feb 16, 2021

Project Costs

MRO - \$14,952,000 0 Interest

Proj Plan	Formation & Debt Issuance	Total	Borrow	Balance	Princ Pymt	Total Pymt	Test of MRO pymt available	Shortfall
Infrastructure Mortgage								
Construction Yr								
2019	1,678,255	1,793,279						
2020	167,363	4,667,363						
2021	154,000	154,000	14,952,000	14,952,000	-	-	668,385	96,615
2022		-		14,952,000	765,000	765,000	1,000,932	65,068
2023		-		14,187,000	1,066,000	1,066,000	943,684	81,316
2024		-		13,121,000	1,025,000	1,025,000	816,000	-
2025		-		12,096,000	816,000	816,000	816,000	-
2026		-		11,280,000	816,000	816,000	816,000	-
2027		-		10,464,000	816,000	816,000	816,000	-
2028		-		9,648,000	816,000	816,000	816,000	-
2029		-		8,832,000	816,000	816,000	780,108	35,892
2030		-		8,016,000	816,000	816,000	726,366	-
2031		-		7,200,000	720,000	720,000	720,000	-
2032		-		6,480,000	720,000	720,000	720,000	-
2033		-		5,760,000	720,000	720,000	649,107	70,893
2034		-		5,040,000	720,000	720,000	625,875	94,125
2035		-		4,320,000	720,000	720,000	578,783	141,217
2036		-		3,600,000	720,000	720,000	567,850	152,150
2037		-		2,880,000	720,000	720,000	567,460	152,540
2038		-		2,160,000	720,000	720,000	720,000	-
2039		-		1,440,000	720,000	720,000	720,000	-
2040		-		720,000	720,000	720,000	720,000	-
2041		-		-	-	-	-	-
2042		-		-	-	-	-	-
2043		-		-	-	-	-	-
2044		-		-	-	-	-	-
2045		-		-	-	-	-	-
Total	1,999,618	6,614,642		1,440,000	14,952,000			889,817

City of Franklin, WI
 TID 7 - Velo Village
 Formed May 23, 2019 Res 2019-7504

Updated Feb 16, 2021

\$4.5 Mortgage Receivable

Debt Summary

Year	GO			Interfund Advance - Dec 2019	Total Pymt	Total Princ	Total Int	Proceeds	Principal Pymts	Princ	Interest Rate	Interest	Balance
	Taxable Bond - Dec 2019C	Taxable GO Bond 2019C											
2018	-	-	-	-	-	-	-	-	-	-	6 0%	-	4,500,000
2019	-	-	-	-	-	-	-	6,590,000	-	-	6 0%	113,102	4,500,000
2020	40,512	53,572	19,687	-	-	113,771	-	-	-	-	6 0%	-	4,500,000
2021	54,622	72,232	26,250	-	-	153,104	-	-	-	-	6 0%	270,000	4,500,000
2022	54,622	72,232	26,250	-	-	153,104	-	-	-	-	6 0%	270,000	4,500,000
2023	54,622	72,232	26,250	-	-	153,104	-	-	-	-	6 0%	270,000	4,500,000
2024	153,647	72,232	26,250	-	100,000	152,129	-	-	100,000	-	7 0%	315,000	4,500,000
2025	151,647	72,232	111,498	-	186,000	149,377	-	-	186,000	86,000	7 0%	311,990	4,414,000
2026	149,547	166,211	109,993	-	281,000	144,751	-	-	281,000	181,000	7 0%	302,645	4,233,000
2027	147,347	169,065	108,488	-	286,000	138,900	-	-	286,000	186,000	7 0%	289,800	4,047,000
2028	145,072	166,790	106,983	-	286,000	132,845	-	-	286,000	186,000	7 0%	276,780	3,861,000
2029	142,722	2,767,820	1,175,478	-	3,991,000	95,020	-	-	3,991,000	3,861,000	7 0%	135,135	-
2030	140,272	-	-	-	100,000	40,272	-	-	100,000	-	-	-	-
2031	137,722	-	-	-	100,000	37,722	-	-	100,000	-	-	-	-
2032	135,072	-	-	-	100,000	35,072	-	-	100,000	-	-	-	-
2033	206,316	-	-	-	175,000	31,316	-	-	175,000	-	-	-	-
2034	226,110	-	-	-	200,000	26,110	-	-	200,000	-	-	-	-
2035	269,747	-	-	-	250,000	19,747	-	-	250,000	-	-	-	-
2036	277,210	-	-	-	265,000	12,210	-	-	265,000	-	-	-	-
2037	-	-	-	-	270,000	4,117	-	-	270,000	-	-	-	-
2038	-	-	-	-	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		3,684,618	1,737,127		6,590,000	1,592,671		6,590,000	6,590,000	4,500,000		2,554,452	

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE March 2, 2021
Reports & Recommendations	RESOLUTION TO SUBMIT A NON-PARTICIPATING LETTER TO WISCONSIN DEPARTMENT OF TRANSPORTATION FOR RECONSTRUCTION OF S. 27TH STREET BETWEEN W. SOUTH COUNTY LINE ROAD (8-MILE ROAD) AND W. ELM ROAD FOR AN ESTIMATED AMOUNT OF \$950,000	ITEM NO. <i>G.8.</i>

BACKGROUND

On December 18, 2018, Common Council authorized Jacobs Engineering to redesign a section of W. Elm Road between I-94 and S. 27th Street (WIS 241). The improvements were needed to accommodate the development of the Franklin Corporate Park (tax increment districts 4 and 8). Wisconsin Department of Transportation (WisDOT) constructed the improvements with the understanding that Franklin would contribute an equivalent amount of funding for a future S. 27th Street reconstruction project.

This project is currently scheduled for construction in 2024, but if funding becomes available, it could be advanced to 2023 construction. The City of Franklin will be billed as construction occurs. It is anticipated that most of the work will be billed to the City by the end of the summer of the year that construction occurs.

The enclosed non-participation letter needs to be approved and submitted to WisDOT by April 15th.

FISCAL NOTE

The funding will be borrowed and repaid with the development of tax increment district 8.

RECOMMENDATION

Direct Staff to submit a non-participating letter to Wisconsin Department of Transportation for reconstruction of S. 27th Street between W. South County Line Road (8-Mile Road) and W. Elm Road for an estimated amount of \$950,000

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

RESOLUTION TO SUBMIT A NON-PARTICIPATING LETTER TO WISCONSIN DEPARTMENT OF TRANSPORTATION FOR RECONSTRUCTION OF S. 27TH STREET BETWEEN W. SOUTH COUNTY LINE ROAD (8-MILE ROAD) AND W. ELM ROAD FOR AN ESTIMATED AMOUNT OF \$950,000

WHEREAS, the Wisconsin Department of Transportation (WISDOT) is proceeding with the reconstruction of S. 27th Street between W. South County Line Road (8-Mile Road) and W. Elm Road; and

WHEREAS, this project will benefit development and is contiguous with the Franklin Corporate Park- also known as tax increment district 8.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Staff submit a non-participating letter to Wisconsin Department of Transportation for reconstruction of S. 27th Street between W. South County Line Road (8-Mile Road) and W. Elm Road for an estimated amount of \$950,000.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2021, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

DRAFT

Art Baumann, WisDOT Traffic Operations Engineer
141 NW Barstow Street
P.O. Box 798
Waukesha WI 53187-0798

Subject: Project I.D. 2265-10-02/71
27th Street
8 Mile Road to W. Elm Road
Milwaukee County

Through Resolution 2021-_____, the City of Franklin Common Council has directed me to request that the Wisconsin Department of Transportation incorporate construction work on the behalf of the City of Franklin into the contract documents for the above noted construction project.

Please include the improvements required to S. 27th Street to accommodate the proposed development of the Franklin Corporate Park located on the west side of S. 27th Street in the vicinity of the W. Elm Road intersection. The cost for the construction work for these improvements is estimated at \$950,000.

We understand that this work will be incorporated into the contract as a non-participating item and that the cost shall be the responsibility of the City of Franklin. We further understand that we will be billed as work progresses, including installation, labor, materials and DOT oversight performed on our behalf under the DOT construction contract. We agree to pay as invoices are received.

Sincerely,

Glen E. Morrow, P.E.
City Engineer

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE December 18, 2018
Reports & Recommendations	RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT NOT TO EXCEED \$20,000 WITH JACOBS ENGINEERING FOR THE REDESIGN OF WISDOT'S IMPROVEMENTS OF W. ELM ROAD FROM I-94 TO S. 27TH STREET	ITEM NO.

BACKGROUND

The Wisconsin Department of Transportation (WISDOT) is proceeding with the construction of I-94 that will include W. Elm Road improvements from I-94 to S. 27th Street. As part of the City's design of a proposed business park west of S. 27th Street, North of W. County Line Road and south of W. Oakwood Road, the City has been coordinating with WISDOT. Franklin's Traffic Impact Analysis (TIA) was just approved by WISDOT and it illustrates that any development in the new business park will require some modifications to the W. Elm Road / S. 27th Street intersection as well as an added west bound lane on W. Elm Road from I-94 to S. 27th Street.

ANALYSIS

On December 13, 2018, Staff discussed the needed improvements with WISDOT and it appears that an immediate redesign of W. Elm Road from I-94 to S. 27th Street could greatly minimize the cost to Franklin in the future when the business park is developed. According to WISDOT staff, "a redesign of the project now will save millions of dollars to the City and eliminate a lot of throwaway work." A cursory view of the modifications by WISDOT indicate that there would be a minimal change to the current contract. The WISDOT contractor is expected to start installing storm sewer along this route in January 2019.

WISDOT would require Franklin to engage the WISDOT designer of record (Jacobs Engineering) to modify the road plans and also require Franklin to enter into a State Municipal Agreement (SMA) specifying Franklin would be required to pay for any increase in cost.

Note that Staff has determined that any work outside of the City is not an eligible tax increment district (TID) cost. Even with this work accommodated within the WISDOT project, the TIA indicates that a future lane is needed. The future cost is expected to be over \$1 million.

OPTIONS

- A. Instruct Staff to finalize and execute a design contract with Jacobs Engineering for a fee not to exceed \$20,000 for the design modifications to WISDOT's improvements to W. Elm Road, or
- B. Refer back to Staff with further direction.

FISCAL NOTE

The 2018 Capital Improvement plan has available contingency appropriations for this project.

RECOMMENDATION

(Option A) Resolution 2018-_____ a resolution to authorize a professional services contract not to exceed \$20,000 with Jacobs Engineering for the redesign of WISDOT's improvements of W. Elm Road from I-94 to S. 27th Street.
Engineering Department: GEM

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE March 2, 2021
Reports & Recommendations	RESOLUTION TO AMEND CONTRACT WITH GRAEF-USA, INC. TO PREPARE MODIFICATIONS TO THE BUILDING FOR THE INDUSTRIAL PARK LIFT STATION (10100 S. 60TH STREET) REPLACEMENT FOR \$19,962	ITEM NO. <i>G.9</i>

BACKGROUND

On August 4, 2020, Common Council awarded the design of a replacement for the Industrial Park Lift Station (10100 S. 60th Street) to GRAEF-USA, Inc. for \$202,100. On December 15, 2020, Common Council authorized GRAEF to prepare a CSM for another \$6,000.

Through the design process, staff gave direction to GRAEF on the architecture of the building. Through the plan commission approvals, architecture was changed that significantly impacted the design. The efforts to make the modifications to the construction documents is \$19,962.

ANALYSIS

Staff has reviewed the enclosed lump sum proposal for \$19,962 dated February 11, 2021, and finds the fee to be reasonable with the needed scope.

OPTIONS

- A. Authorize Staff to sign the GRAEF proposal for modifications to the lift station.
- B. Refer back to Staff with further direction.

FISCAL NOTE

The total design budget for this project would be \$228,062. The 2021 Sewer Fund Budget includes \$3.0 million of appropriations for this project.

RECOMMENDATION

(Option A) Motion to approve Resolution 2021-_____ a resolution to amend contract with GRAEF-USA, Inc. to prepare modifications to the building for the Industrial Park Lift Station (10100 S. 60th Street) replacement for \$19,962.

Engineering: GEM



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

conceive / formulate innovate

February 11, 2021

Mr Glen Morrow
Director of Public Works/City Engineer
City of Franklin
9229 W. Loomis Road
Franklin WI, 53132

SUBJECT: Industrial Park Lift Station Amendment – Building Modifications

Dear Mr Morrow

We are pleased to provide you with this proposal to amend our professional services. When accepted, this proposal will amend our signed Agreement dated August 6, 2020.

This proposal is for updating building architectural design, structural design, and coordination for client requested changes for the City of Franklin Industrial Park Lift Station (Project) This proposal is subject to GRAEF's Terms and Conditions, which were attached to our original proposal

It is our understanding that the nature of the amendment is updating architectural and structural design and plan sheets based on comments received on the building exterior and roof line from the City of Franklin after the completion of 100% construction documents.

For this Project, GRAEF proposed to provide the following additional Basic Services:

- Provide a new preliminary exterior elevation for review
- Redesign the architectural plans sheets and details.
- Redesign structural supports for roof and wall transfer of loads
- Revise specification sections altered construction documents for both Structural and for Architectural disciplines
- Check the mechanical calculations to ensure no change is necessary
- Site plan review and plan updates resulting from building updates
- Coordination, meetings and project management

GRAEF will endeavor to perform the proposed additional Basic Services immediately upon receiving your Notice to Proceed OR a signed agreement



You agree to compensate GRAEF for all additional Basic Services noted above on a lump sum basis to an estimated additional maximum fee of \$19,962. Fees are broken down as follows:

- Architectural \$10,260
- Structural & Mechanical \$ 6,270
- Civil, Landscape, & Administration \$ 3,432

You agree to compensate GRAEF for any Additional Services with an additional fee agreed to in advance of the services being performed.

To accept this proposal for additional Basic Services, please sign and date and return one copy to us. Upon receipt of an executed copy, GRAEF will commence work on the additional Basic Services for the Project.

Please call us at 414-266-9098 if you have any questions regarding this proposal

Sincerely,

Graef-USA Inc.

Accepted by
City of Franklin

Paul R. Eiring, P.E.
Project Manager

(Signature)

Michael N. Paulos, P.E.
Principal

(Name Printed)

(Title)

(Date)

STATE OF WISCONSIN · CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO 2021 - _____

RESOLUTION TO AMEND CONTRACT WITH GRAEF-USA, INC. TO PREPARE
MODIFICATIONS TO THE BUILDING FOR THE INDUSTRIAL PARK LIFT STATION
(10100 S. 60TH STREET) REPLACEMENT FOR \$19,962

WHEREAS, the City of Franklin desired to abandon the original Industrial Park Lift Station by constructing a gravity sewer to the Ryan Creek Interceptor northwards along S. 60th Street around the year 2021, and

WHEREAS, further investigation to construct a gravity sewer yielded a project much more expensive than anticipated; and

WHEREAS, the decision was altered to replace the existing Industrial Park Lift Station with another lift station of permanent construction in a cost effective scenario; and

WHEREAS, a design contract was awarded to GRAEF-USA, Inc for professional services related to this project; and

WHEREAS, additional services are needed to prepare modifications to the design to comply with issues raised in the Plan Commission approval process.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize an amendment to a professional services contract for an amount of \$19,962.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2021, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST.

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE March 2, 2021
Reports & Recommendations	SURVEY 10570-10961 W. ST. MARTINS ROAD FOR POTENTIAL SANITARY SEWER SERVICE	ITEM NO. <i>G. 10.</i>

BACKGROUND

10609 W. St. Martins Road has a failing septic system and desires to connect to the public sanitary sewer system. This was discussed at the August 4, 2020, Common Council meeting where *“Alderman Nelson moved to enter into an agreement to allow a sewage grinder pump at 10609 W. St Martins Road (TKN 800 9999 002), with Staff to record agreement with the Milwaukee Register of Deeds office ”*

Since then, Staff received a follow-up call from the owners of 10609 W. St. Martins Road. They have discussed an option of a new sewer along W. St. Martins Road from the west with “six or seven neighbors to the west” and all are desirous of connecting to a new sewer with a special assessment arrangement.

Staff investigated a gravity sewer system and realized that the area will not support a gravity sewer system to the east nor the west along W. St. Martins Road. Upon further review of the archives, this area was intended to drain directly to the west crossing S. 116th Street and then continuing south along S. 116th Street to the Ryan Creek Interceptor. Staff believes it will be several decades before these large parcels develop into subdivisions that would justify extension of the sanitary sewer from this direction.

ANALYSIS

Staff is proposing that this section of W. St. Martins be served with a common force main system whereas each home would have a small pump station that would pump into a shared small diameter force main. The discharge of the pressure system would pump southeast to a manhole in front of 10551 W. St. Martins Road that is tributary to the Ryan Creek Interceptor. Pumping to the northwest would require additional pumping at the St. Martins Lift Station.

These pressure systems are typically used when gravity sewers are not feasible. Staff would recommend that each home be offered a pump station as part of the project but ownership and maintenance would become the homeowner’s responsibility.

Staff has solicited Foth to engineer such a system and has received a proposal for design. An attached preliminary estimate has been developed for this project. The attached Preliminary Opinion of Probable Costs includes \$271,700 for common construction costs (within the right of way) and \$19,500 for each home. Apart from a City project, it is estimated that each home would have \$14,500 of costs to reconnect their home plumbing and activate the pump station.

A separate spreadsheet shows a preliminary schedule for each property owner. There is a collective \$271,700 + \$214,500 for costs assessible to each home for a total City project cost of \$486,200. Non-assessible costs are estimated for each owner to spend to have a functioning sewer. The attached estimates also indicate approximate costs for each parcel that considers length of frontage. Exact calculations would be provided in a detailed Engineering Report.

Staff recommends that a survey be sent to the affected owners for a potential 2021 construction project that would allow/require them to connect to a sanitary sewer and be specially assessed.

OPTIONS

- A. Survey all affected properties along W. St. Martins Road for interest in a common force main system. And/or
- B. Instruct Staff to host a virtual meeting with property owners discussing this potential project. Or
- C. Decide that the City is not interested in serving sanitary sewer to this area at this time. Or
- D. Provide further direction to Staff.

FISCAL NOTE

There is \$500,000 in the 2021 budget for sanitary sewer extensions.

RECOMMENDATION

(Options A and B) Direct Staff to solicit affected homeowners and conduct a virtual meeting to discuss the potential project. Also direct Staff to return to Common Council with results and recommendation at an undetermined future date.

Engineering Department: GEM

**W. ST MARTINS ROAD LPSS
PRELIMINARY OPINION OF PROBABLE COSTS**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 10,000.00	\$ 10,000
2	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000
3	CLEARING & GRUBBING	LS	1	\$ 5,000.00	\$ 5,000
4	SANITARY SEWER, 2-IN DIA LPSS	LF	2,100	\$ 50.00	\$ 105,000
5	SANITARY SERVICE, 1 1/4 LPSS	LF	800	\$ 45.00	\$ 36,000
6	CLEANOUT/VALVE MANHOLES	EA	4	\$ 5,000.00	\$ 20,000
7	CURB VALVES/CLEANOUTS	EA	18	\$ 1,000.00	\$ 18,000
8	RECEIVING MANHOLE	EA	1	\$ 10,000.00	\$ 10,000
SUBTOTAL CONSTRUCTION COSTS				\$	209,000
CONTINGENCY, ENGINEERING, LEGAL AND ADMIN COSTS				\$ 0	\$ 62,700
TOTAL ESTIMATED PROJECT COMMON CONSTRUCTION COSTS				\$	\$ 271,700
9	GRINDER PUMP STATION	EA	1	\$ 15,000.00	\$ 15,000
CONTINGENCY, ENGINEERING, LEGAL AND ADMIN COSTS				\$ -	\$ 4,500
TOTAL PER HOME ASSESSMENT ELIGIBLE				\$	\$ 19,500
10	APPROXIMATE PERMITTING AND CONNECTION FE	1	1	\$ 4,500	\$ 4,500
11	ASSUMED PLUMBING AND ELECTRICAL (BY OTHER)	1	1	\$ 10,000	\$ 10,000
TOTAL PER HOME NON-ASSESSMENT ELIGIBLE				\$	\$ 14,500

Notes:

Prepared by Staff with Assistance from Foth

Preliminary estimate needs to be updated based on detail design

Assumes no special environmental permit requirements

Assumes no contaminated or unstable soil conditions

No easement acquisition costs were included in the estimate.

**W. ST MARTINS ROAD LPSS
PRELIMINARY OPINION OF COSTS FOR EACH PROPERTY OWNER**

W. St. Martins Address	Owner	Assumed Frontage	Common Assess	Per Home Asses Eligible	Per Home Non- Assess Eligible	TOTAL PER OWNER
10609	Reutler	176	\$ 18,364	\$ 19,500	\$ 14,500	\$ 52,364
10629	Sinner	183	\$ 19,094	\$ 19,500	\$ 14,500	\$ 53,094
10631	Keske	100	\$ 10,434	\$ 19,500	\$ 14,500	\$ 44,434
10651	Campion	216	\$ 22,537	\$ 19,500	\$ 14,500	\$ 56,537
10811	Mandella	224	\$ 23,372	\$ 19,500	\$ 14,500	\$ 57,372
10825	Robaczek	100	\$ 10,434	\$ 19,500	\$ 14,500	\$ 44,434
10831	Edwards	100	\$ 10,434	\$ 19,500	\$ 14,500	\$ 44,434
10845	Kust	150	\$ 15,651	\$ 19,500	\$ 14,500	\$ 49,651
N/A	Indian Comm. Sch.	150	\$ 15,651	-	-	\$ 15,651
N/A	Rutkiewicz	100	\$ 10,434	-	-	\$ 10,434
10941	Neumann	100	\$ 10,434	-	-	\$ 10,434
10941	Neumann	100	\$ 10,434	\$ 19,500	\$ 14,500	\$ 44,434
10951	Budzinski	100	\$ 10,434	\$ 19,500	\$ 14,500	\$ 44,434
10961	Franklin Lions Cl.	540	\$ 56,343	-	-	\$ 56,343
10826	Melcher	265	\$ 27,650	\$ 19,500	\$ 14,500	\$ 61,650
Total		2604	\$ 271,700	\$ 214,500		\$ 645,700

Common Project Cost \$ 271,700.00
Assess \$/LF \$ 104.34

Notes:

Prepared by Staff with Assistance from Foth
Common Assessment are elements within the right of way propoortional to all property owners
Per Home Assessment Costs are estiamted costs for each home that connects and performed by City contractor
Per Home Non Assessment Costs are assumed costs by Homeowners Plumber and Electricians
Assumed Frontage need to be verified and per 207-6 the minium distance is 100 ft
Values will be verified in a detailed Engeneering Report- to be completed later



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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE March 2, 2021
REPORTS & RECOMMENDATIONS	Tourism Commission Banners Project – Consideration of Contract with Olympus to Fabricate and Install Banners	ITEM NUMBER <i>G.11.</i>

On March 17, 2020, Council approved several Tourism Commission concepts for wayfinding projects and in 2020 gateway signs and a city hall sign were installed. Now that the City has received permission to install in rights-of-way controlled by Milwaukee County, WE Energies, and WisDOT, the Tourism Commission is prepared to contract with Olympus to install street banners as identified below and in the following attachments to this Council Action:

- The general locations of the banners (below)
- Location Map and area maps highlighting specific poles for installation (attached)
- Installation Details – hardware and banner specs, banners to be mounted at least 13' high. (attached)

Location #	Jurisdiction	Location	# of Banners	Single/Double
1	WE Energies	St. Martin's Road	14	S
2	WisDOT	Loomis & St. Martins	5	D
3	WisDOT	St. Martin's Road	2	S
4	WisDOT	Loomis	6	D
5,6,7	WisDOT	Ryan	17	D
8	County	76th & Rawson	20	D
9	County	Rawson	7	D
10	Franklin	51st & Drexel	6	S

Also included is the Olympus pro forma invoice, certificate of insurance, draft contract, and draft resolution to approve contract.

Further, Milwaukee County has requested a Letter of Commitment from the City of Franklin to ensure that any damage done to Milwaukee County property is addressed by the City of Franklin in a timely manner. That letter is also included in the Council Action and staff recommends that Council approve signing of this letter.

COUNCIL ACTION REQUESTED

- Approve resolution for contract with Olympus to have banners installed throughout the city.
- Approve letter of commitment to Milwaukee County for repairs or maintenance of Milwaukee County property associated with the City of Franklin Banner Program.

RESOLUTION NO. 2020-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH OLYMPUS GROUP FOR FABRICATION AND INSTALLATION OF CITY BANNERS

WHEREAS, the Franklin Common Council approved the concept for city banners on March 17, 2020; and

WHEREAS, the City of Franklin has received permission to install banners in right-of-ways owned by Wisconsin Department of Transportation, WE Energies, and Milwaukee County in specified areas of the city; and

WHEREAS, Olympus Group has submitted a pro forma invoice that includes the fabrication of 132 banners and installation of 55 “double banners” and 22 “single banners”; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Agreement to provide fabrication and installation of banners, in the form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a meeting of the Common Council of the City of Franklin this 19th day of January, 2021.

Passed and adopted at a meeting of the Common Council of the City of Franklin this 19th day of January, 2021.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

A G R E E M E N T

This AGREEMENT, made and entered into this ____ day of January, 2020, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Olympus Group, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 9000 W. Heather Avenue, Milwaukee, Wisconsin, 53224.

W I T N E S S E T H

WHEREAS, the CONTRACTOR is duly qualified and experienced as a manufacturer and installer of custom printing solutions including banners and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide financial services;

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for production and installation of banners as described in CONTRACTOR's pro forma invoice submitted to CLIENT dated December 28, 2020, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of fabrication and installation of 55 double and 22 single banners in locations and using hardware as described in Attachment A, with a combined not-to-exceed budget of \$24,999, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$24,999 and will be invoiced upon installation of the banners.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Director of Economic Development, Calli Berg, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Director of Economic Development, Calli Berg CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope

of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.

- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. Limit of General/Commercial Liability	\$1,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$1,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the

percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.

- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.
- E. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of February 6, 2019.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

Olympus Group

BY: _____

BY: _____

PRINT NAME _____

PRINT NAME: _____

TITLE _____

TITLE _____

DATE _____

DATE: _____

BY: _____

PRINT NAME _____

TITLE: _____

DATE _____

BY _____

PRINT NAME: _____

TITLE _____

DATE _____

BY: _____

PRINT NAME _____

TITLE _____

DATE _____

City of Franklin Banner Program



Example of a mounted **double-banner** and the hardware used to install it.



Example of a mounted **single-banner** and the hardware used to install it.



Close-up of **mounting hardware**.

Specifications:

Dimensions per banner: 60" h x 24" w

Material: cast aluminum brackets, stainless steel mounting straps. Crossbars are fabricated from 1.5" outside diameter clear anodized aluminum poles with white end caps for finished look.



Franklin Banners - Single banner on left, double banner includes both panels.

Job Name:
City of Franklin Street Banners

Job#:	835054-1
Rev#:	1
Total Qty:	132 - 44 of each
Finish Size:	60"(h) x 24"(w)
Material:	18oz Blockout Vinyl
SS/DS/DF:	Double sided
# of Seams:	0
Prepress By:	cs

Finishing:

Shear-cut sides;
 3.5" Pole Pockets - Top and Bottom;
 2 grommets - outside of Pole Pockets,
 at left.

Color Specifications:

- PMS 294 C
- PMS 2995 C
- PMS 360 C
- PMS 7408 C

Same image on Front and Back of each as shown



**This PDF is only for reviewing content and position and not an accurate representation of printed color or resolution.



Olympus Group, Inc
 9000 W. Heather Ave
 Milwaukee, WI 53224
 Phone 414-355-2010 , 800-558-9620 Fax Num 414-355-1931
 Email sales@olympusgrp.com
 www.olympusgrp.com

Customer ID: COFRANKLIN
 Order Date: 12/28/2020
 Ship Date: 1/21/2021
 In Hands Date: 1/21/2021
 Invoice: 12/28/2020 2 54 37 PM
 Sales Order: 835054
 PO Number: CALLI BERG 12/28/20

PROFORMA INVOICE

Sold To: CALLI BERG CITY OF FRANKLIN 9229 W LOOMIS RD FRANKLIN WI 53123 USA	Ship To: CITY OF FRANKLIN 9229 W LOOMIS RD FRANKLIN WI 53123 USA Contact 414-425-7500
---	--

Ship Via (See Below)

Line	Order Qty	Part Number/Description/Job Name	Unit Price	Ext Price (USD)
1	132.00EA	VP 60" X 24" 18OZ VINYL BANNER CITY OF FRANKLIN STREET BANNERS	105.00	13,860.00
2	22.00EA	VP BRACKET SET, SINGLE - WITH BANDING 24" WIDE	63.00	1,386.00
3	55.00EA	VP BRACKET SET, DOUBLE - WITH BANDING 24" WIDE	84.00	4,620.00
4	1.00EA	VI INSTALLATION - CITY OF FRANKLIN STREET BANNERS	5,133.99	5,133.99



Olympus Group, Inc
 9000 W. Heather Ave
 Milwaukee, WI 53224
 Phone 414-355-2010 , 800-558-9620 Fax Num 414-355-1931
 Email sales@olympusgrp.com
 www.olympusgrp.com

Customer ID: COFRANKLIN
 Order Date: 12/28/2020
 Ship Date: 1/21/2021
 In Hands Date: 1/21/2021
 Invoice: 12/28/2020 2 54 37 PM
 Sales Order: 835054
 PO Number: CALLI BERG 12/28/20

PROFORMA INVOICE

Please remit payment in U.S. funds Payment must be received in full before merchandise can ship from Olympus Group. Payment can be made by wire transfer or credit card (Visa / MC / Amex).

Customs duties, taxes and freight are the responsibility of the client.

Country of Manufacture USA

Thank You!

Line Total	24,999.99
Line Miscellaneous Charges	0.00
Order Miscellaneous Charges	0.00
Tax	0.00
Order Total	\$24,999.99

Delivery Terms. FOB Olympus. Bulk shipped to one address. Drop shipping is available upon request for additional charges. Shipping and handling charges are not included. Freight charges are prepaid and added to invoice unless a third party shipping number is provided to us.

Payment: Visa, MC and AmerExpress credit cards are accepted Terms are by arrangement. Contact your sales representative for additional details.

Estimate subject to change after 30 days. Tax is not included in pricing and will be added to final invoice when applicable.

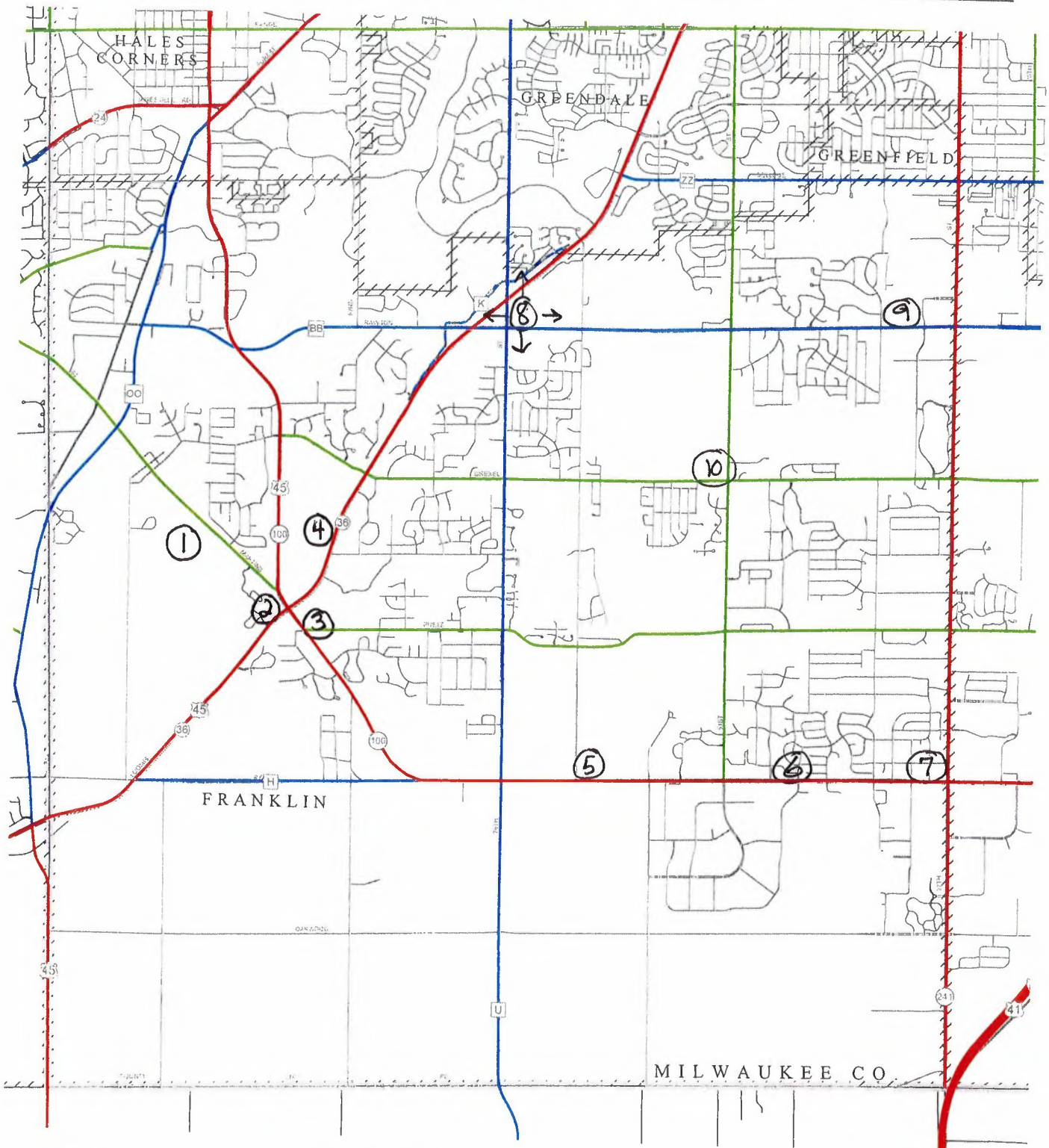
Due to printing technology, all screen printed orders are subject to a 10% +/- over or underrun. Final invoice will reflect exact quantity delivered.

TERMS OF PURCHASE: Buyer understands that all products purchased from Olympus Group have been customized and cannot be returned for any reason except as described in the warranty provisions set out below. Buyer will be solely responsible if he/she is in violation of any local, state or federal ordinances, and will hold seller harmless.

WARRANTY: Olympus Group warrants to Buyer that all products described above shall be free from any defect in materials and workmanship. Olympus Group shall, at its discretion, repair or replace any product which it deems to be defective.

LOCATION MAP

Existing Jurisdiction of Roadways in the City of Franklin Area: 2018



FREEWAY

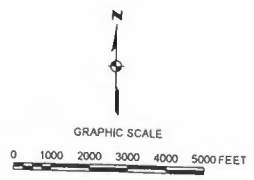
STATE

NON-ARTERIAL ROADWAY

COUNTY
LOCAL

STANDARD ARTERIAL

STATE
COUNTY
LOCAL



#1 WE ENERGIES - 14 Single



DRAWN BY BSD
Date: 9/15/2020

**BANNERS - POLE INVENTORY MAP
ST MARTINS ROAD 1**

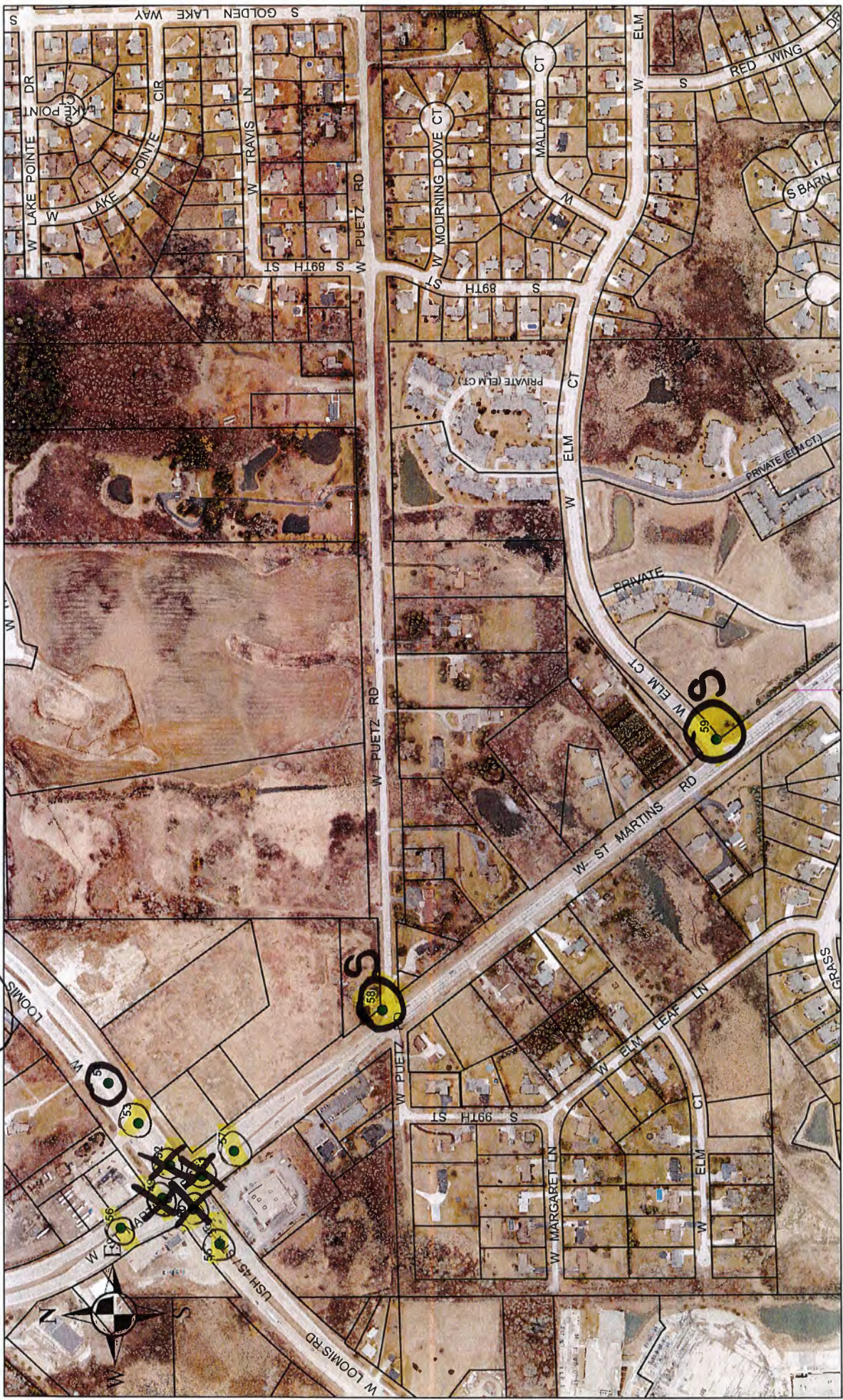
300 150 0 300 Feet

WisDOT

~~8 Single~~

Loomis St Martins
~~5~~ Double
2 Single

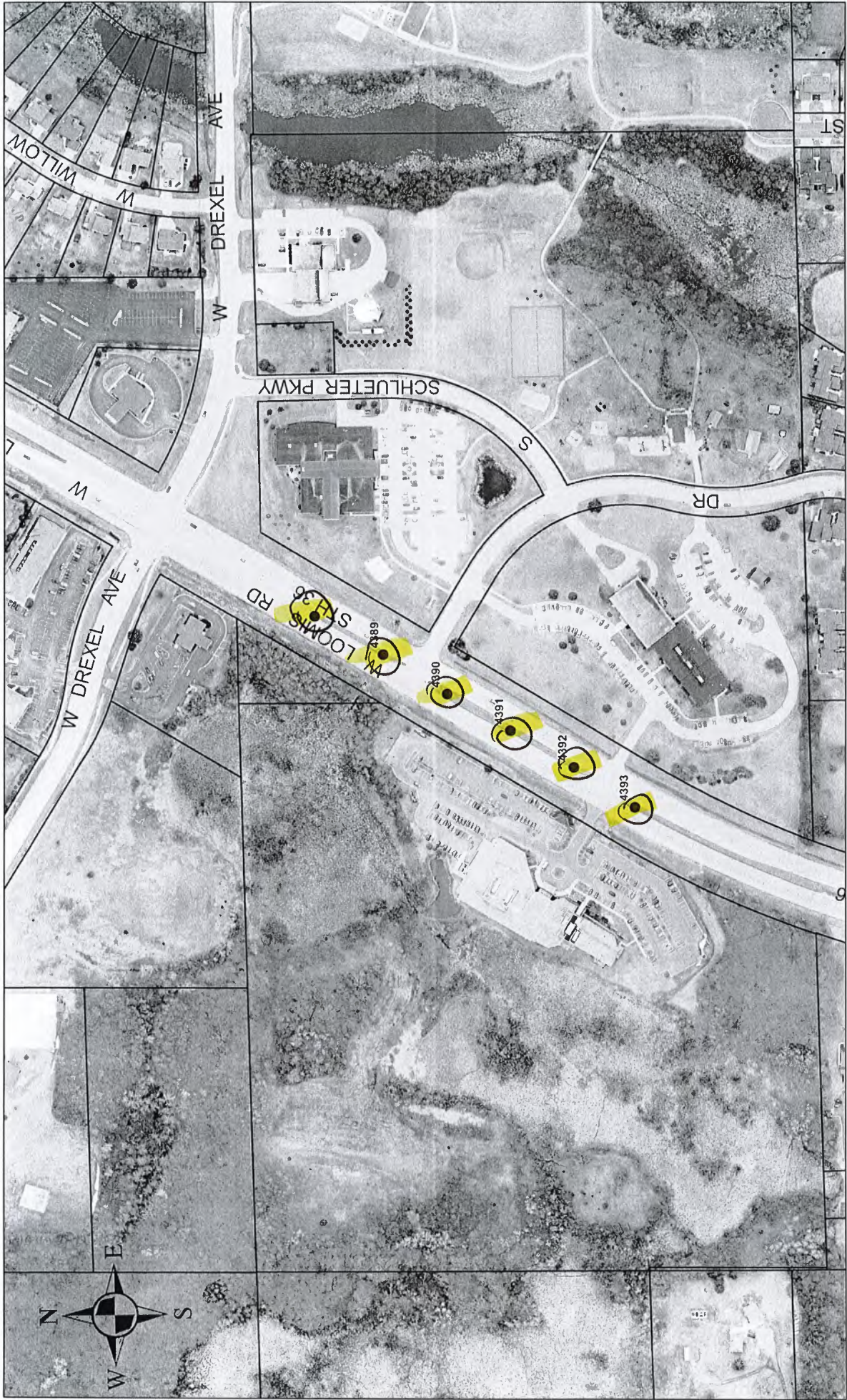
#2
#3



300 150 0 300 Feet

BANNERS - POLE INVENTORY MAP
ST MARTINS ROAD 3

DRAWN BY BSD
Date: 9/15/2020



#4

WisDOT

6 Double - Loomis

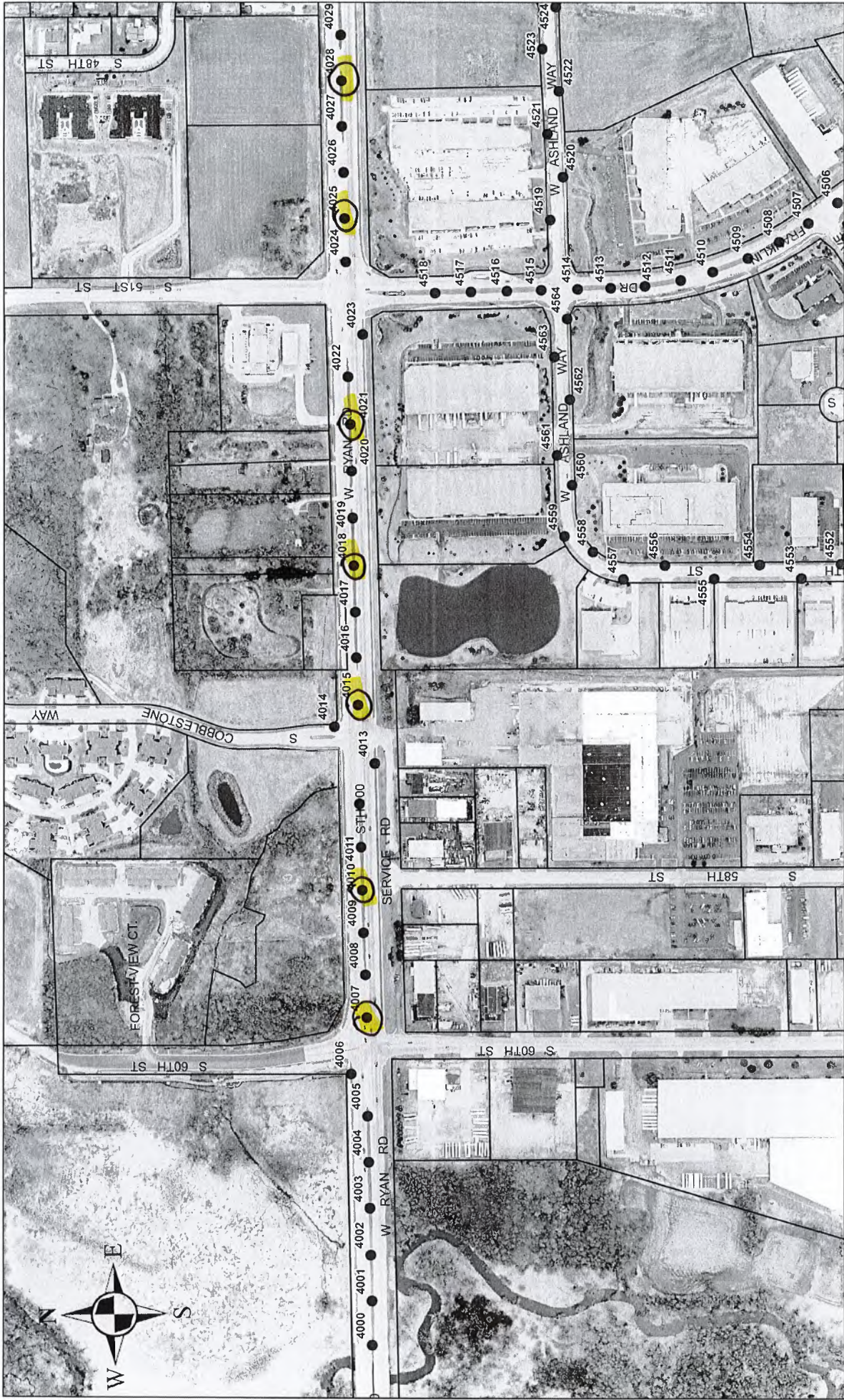


BANNERS - POLE INVENTORY MAP
DREXEL AVENUE 2

DRAWN BY BSD
Date: 9/15/2020

#5

WisDot 7 Double - Ryan



#6

WisDOT #7 Dodge - Ryan

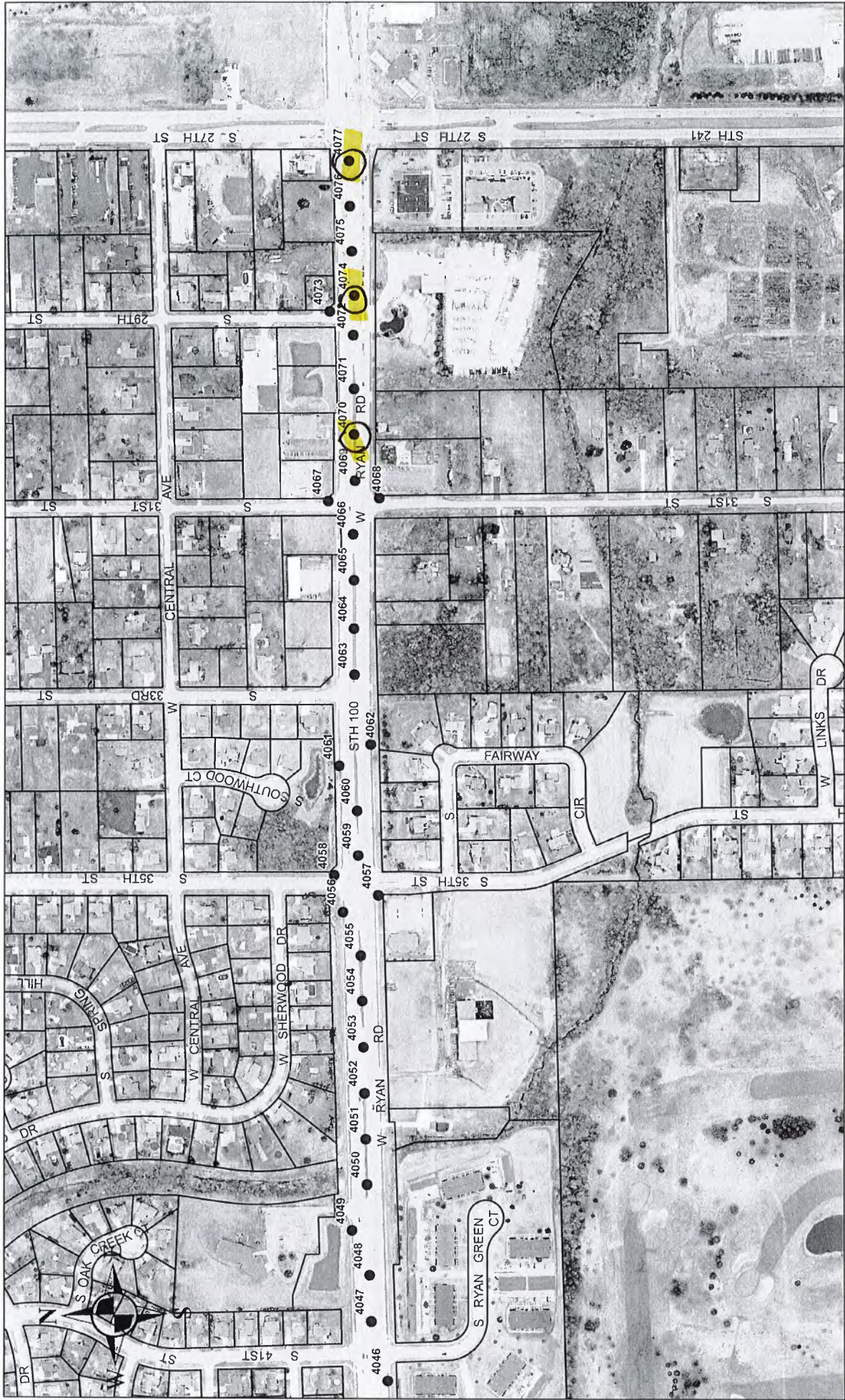


BANNERS - POLE INVENTORY MAP
RYAN ROAD 3



WisDOT 3 Double - Ryan

#7



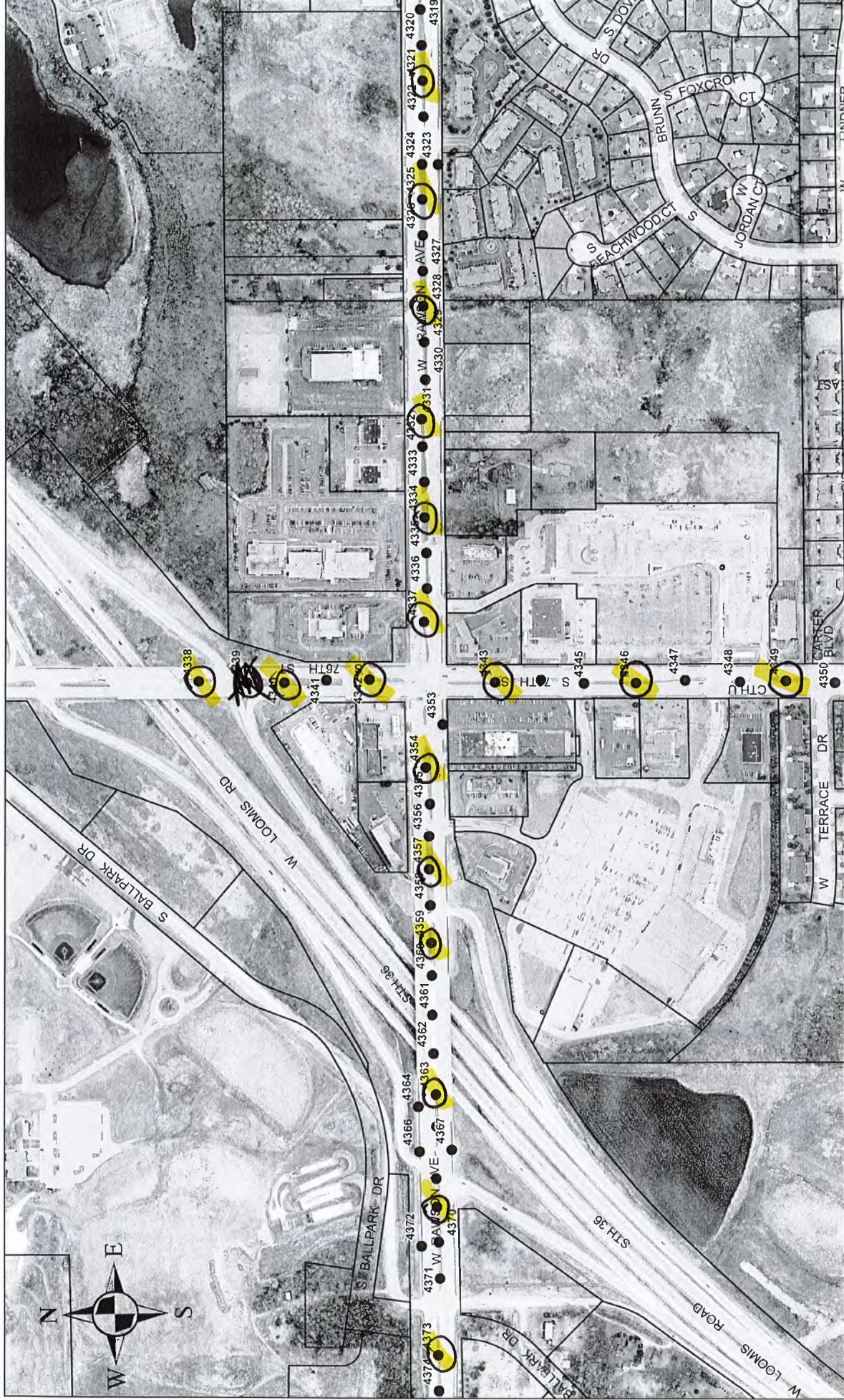
DRAWN BY BSD
Date: 9/15/2020

BANNERS - POLE INVENTORY MAP
RYAN ROAD 4



#8

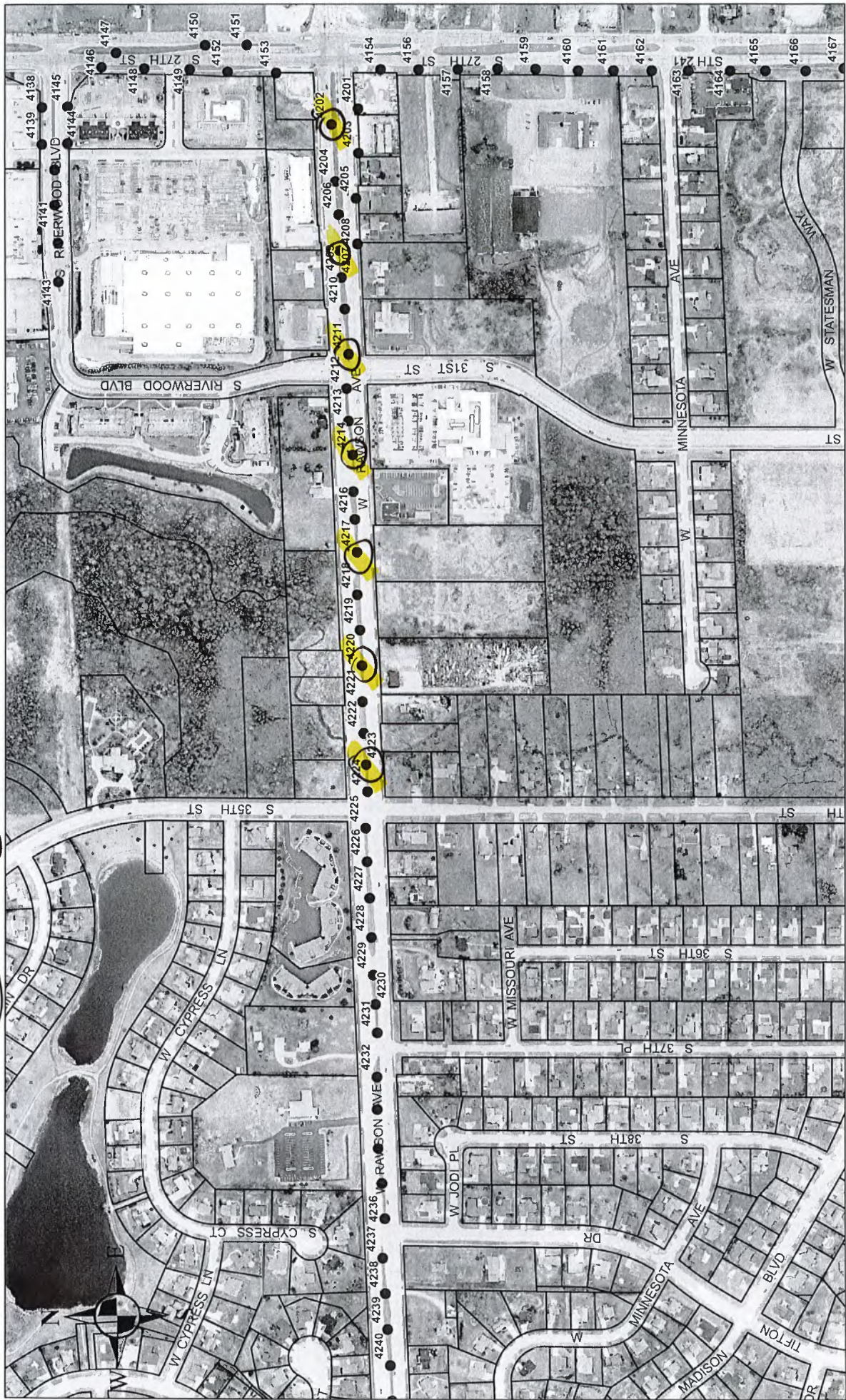
COUNTY
14 Double - Rawson
6 Double - 76th



BANNERS - POLE INVENTORY MAP
RAWSON AVENUE 4

#9

COUNTY 7 DOUBLE - RAWSON



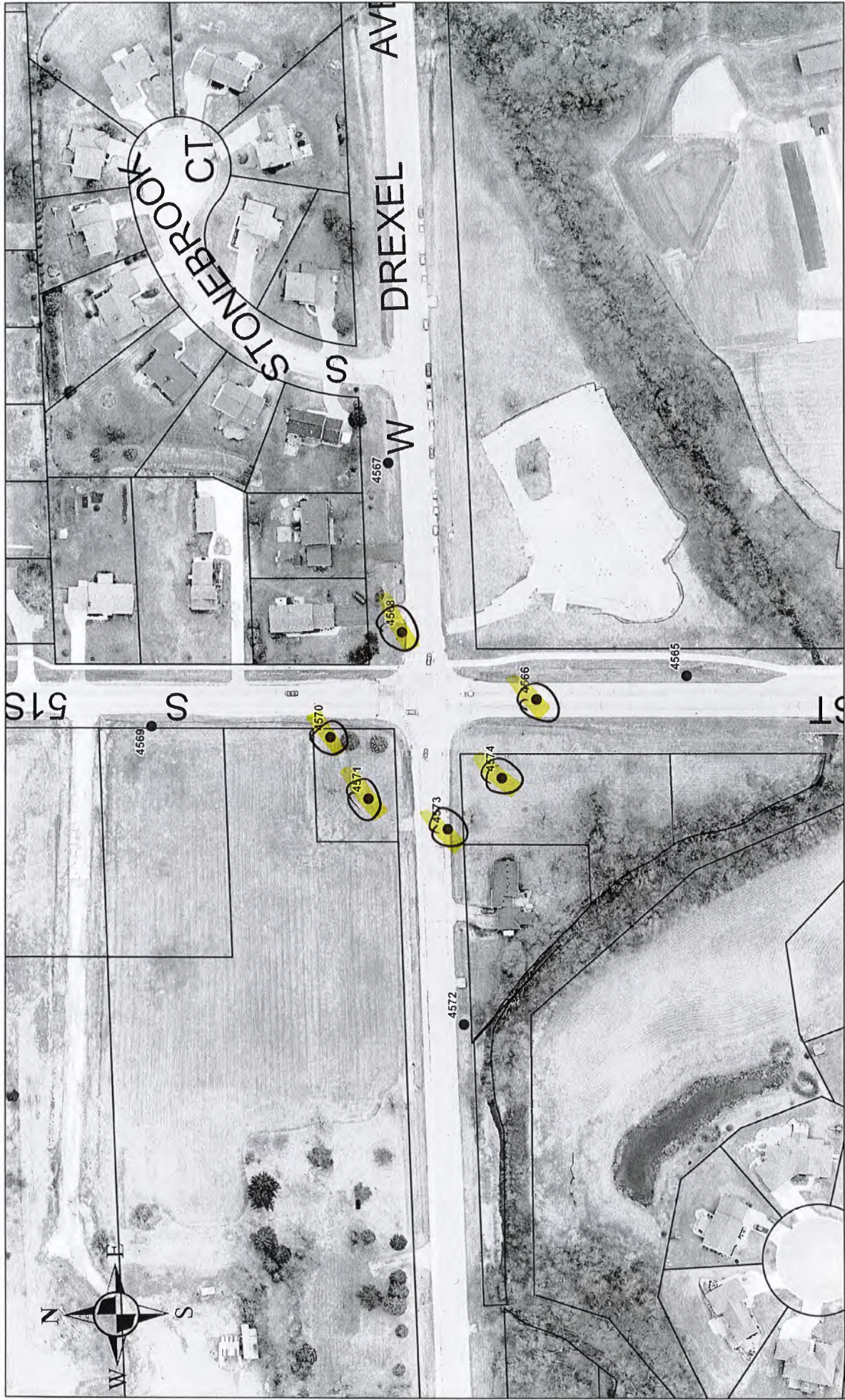
BANNERS - POLE INVENTORY MAP
RAWSON AVENUE 1

DRAWN BY BSD
Date: 9/15/2020



#10

CITY 6 Single



BANNERS - POLE INVENTORY MAP
DREXEL AVENUE 1



January 19, 2020

Vernon D. Singleton
Construction Coordinator
Milwaukee County DOT
10320 W. Watertown Plank Rd., 2nd Floor
Wauwatosa, WI 53226

Dear Mr. Singleton,

This letter confirms receipt of approval by Milwaukee County to access County right-of-way on Rawson Avenue and 76th Street for the purpose of installing banners on city-owned light poles.

As part of this approval process, the Franklin Tourism Commission has agreed to pay Milwaukee County \$425 for an annual application renewal as well as any expenses incurred by the County for inspection, review, or other activities associated with the Franklin banner program.

Pursuant to the Milwaukee County regulations providing in part that “[i]f a permit is issued to a local municipality or government agency, it shall be responsible for restoration of the public way, whether the work is done by a contractor or by its forces. In lieu of a restoration deposit, the local municipality may submit a letter of commitment signed by an individual having signature authority for the municipality stating that it will be responsible for the restoration of the County Highway right-of-way”, the City of Franklin, which has an agreement with a contractor requiring contractor’s performance of any such restoration, will be responsible for the restoration of the County Highway right-of-way.

Sincerely,

Stephen R. Olson, Mayor

<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE March 2, 2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Tourism Commission Trademark License Agreement</p>	<p>ITEM NUMBER <i>G.12,</i></p>

The Tourism Commission intends to create a tourism organization known at this time as “Engage Franklin.” Activities will include creation of a Visitors Center and advertising, public relations, placemaking, destination marketing of businesses throughout the city and promotion of the community.

To maximize effectiveness, the Tourism Commission requests permission to promote the City brand and complement tourism-based activities with the use the City of Franklin logo.

COUNCIL ACTION REQUESTED

Approve resolution for authorization of the Tourism Commission to use the city trademark (logo).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2021-____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF FRANKLIN
AND THE FRANKLIN TOURISM COMMISSION AUTHORIZING FRANKLIN TOURISM
COMMISSION USE OF THE FRANKLIN TRADEMARK (LOGO)

WHEREAS, Franklin is the sole owner of all right, title and interest to the Trademark;
and

WHEREAS, Franklin Tourism Commission desires to obtain a non-exclusive, royalty
free license to use the Trademarks in connection with the promotion of tourism in the Franklin,
Wisconsin area (the "Services").

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the
City of Franklin, Wisconsin, that the Tourism Commission is authorized to use the city
trademark (logo) for marketing, promotion, placemaking, and tourism events.

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

Introduced at a meeting of the Common Council of the City of Franklin this 2nd day of
March, 2021.

Passed and adopted at a meeting of the Common Council of the City of Franklin this 2nd day of
March, 2021.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 and the Franklin Tourism Commission.

WITNESSETH

WHEREAS, Franklin is the sole owner of all right, title and interest to the Trademarks listed in Exhibit A (the “Trademarks”); and

WHEREAS, Franklin Tourism Commission desires to obtain a non-exclusive, royalty free license to use the Trademarks in connection with the promotion of tourism in the Franklin, Wisconsin area (the “Services”).

Now, THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. License Grant: Subject to the terms of this Agreement, Franklin grants to FTC a perpetual, non-exclusive, worldwide, royalty-free, sublicensable license to use the Trademarks in connection with the Services.
2. Quality Control: FTC acknowledges the importance to Franklin of its reputation and the goodwill in the Trademarks. FTC will use the Trademarks in the form designated by Franklin, with trademark notices as prescribed by Franklin, and in association with Services consistent with the standards of quality currently provided by FTC. Franklin may modify such quality standards from time to time.
3. Ownership of Trademarks: FTC acknowledges that Franklin is the owner of the Trademarks, the license granted to FTC to use the Trademarks is derived solely from this Agreement, and the use of the Trademarks by FTC, as well as any goodwill established by that use, will inure to the exclusive benefit of Franklin.
4. Termination: Either party may terminate this Agreement (a) upon one hundred twenty (120) days’ written notice for any reason, or (b) upon written notice in the event that the other party breaches this Agreement and fails to cure such breach within thirty (30) days’ notice thereof. In the event of any termination of this Agreement, FTC will immediately discontinue all use of the Trademarks.
5. Severability: If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination will not affect the validity of the remaining provisions.
6. Waiver: The failure of any party to enforce the provisions of this Agreement will in no way be construed to be a waiver of such provisions, nor in any way affect the ability of any party to enforce each and every such provision thereafter.

7. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the Trademarks and supersedes all proposals, oral or written, all negotiations, conversations, and/or discussions between the parties relating to this Agreement and all past courses of dealing or customs. This Agreement may not be modified except in a writing signed by authorized representatives of all parties.

WHEREFORE, the parties hereby acknowledge their agreement and consent to the terms and conditions set forth above through their respective signatures contained below:

CITY OF FRANKLIN

FRANKLIN TOURISM COMMISSION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
TRADEMARKS



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APPROVAL <i>slw</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE Mar 2, 2021
REPORTS & RECOMMENDATIONS	An Ordinance to amend Ordinance 2020-2453, an Ordinance adopting the 2021 annual budgets for the Capital Improvement and Sanitary Sewer Funds to remove encumbrance appropriations for late arriving 2020 expenditures charged to 2020 operations	ITEM NUMBER <i>G.13.</i>

Background

A 2021 Budget Amendment was adopted on February 2, to move 2020 encumbrances forward to 2021 as new appropriations.

Several invoices have now arrived for services performed in 2020 that are properly recorded as 2020 expenditures and Dec 31, 2020 liabilities. Recording the invoices in such a fashion, removes the 2020 encumbrances. The earlier budget amendment should be reversed related to these transactions.

Analysis

The Invoice are:

Vendor	Inv #	acct	amount
Capital Improvement Fund			
Graef	113573	46.0551.5833.5125	16,108.07
Vandewalle	202008050	46.0511.5832	3,420.00
Vandewalle	202007060	46.0551.5832	3,180.00
Graef	113711	46.0551.5216.9806	9,538.50
Vandewalle	202006064	46.0551.5832	5,720.00
Sewer Fund			
Graef	113731	61.0731.5826.7625	72,597.09
Total			110,563.66

Recommendation

The Finance Committee reviewed the proposed Ordinance and unanimously recommends its adoption.

Fiscal Impact

Without a reversal, 2021 appropriations would be increased \$110,563.66

COMMON COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend ordinance 2020-2453 and Ordinance adopting the 2021 annual budgets for the Capital Improvement and Sanitary Sewer Funds to remove encumbrance appropriations for late arriving 2020 expenditures charged to 2020 operations..

Roll Call Vote required

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2021 _____

AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT AND SANITARY SEWER FUNDS TO REMOVE ENCUMBRANCE APPROPRIATIONS FOR 2020 FOR LATE ARRIVING INVOICES CHARGED TO 2020 OPERATIONS

WHEREAS, the Common Council of the City of Franklin adopted the 2021 Annual Budgets for the City of Franklin on November 17, 2020; and

WHEREAS, The Common Council adopted Ordinance 2021-2457 for 2020 encumbrances; and

WHEREAS, several late arriving 2020 invoices have now been received charged to 2020 operations and no longer need to be encumbered to 2021.

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

Section 1 That the 2021 Budget for the Capital Improvement Fund be amended as follows:

Capital Improvement Fund				
Park	Capital Expenditures	Decreased		\$37,966.57

Section 2 That the 2021 Budget for the Sanitary Sewer Fund be amended as follows:

Capital Expenditures	Decreased	72,597.09
----------------------	-----------	-----------

Section 3 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2021.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE Mar 2, 2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorization for a Request for Proposal for Audit and other Accounting Review Services for the City of Franklin for Fiscal Years 2021, thru 2025 with an option for two additional years</p>	<p>ITEM NUMBER <i>G. 14.</i></p>

Background

The Common Council Appointed Baker Tilly, LLC as the City's auditors for five years ending with the 2020 audit. Baker Tilly's proposal included two optional years in their 2016 proposal.

The City is required by Wisconsin Statutes to have an annual audit. Other than a seven-year period ending in 2015, when Clifton Larson Allen LLC audited the City's financial records, Baker Tilly, LLC (or its predecessor Virchow Krause) has audited the City since the early 1990's.

The pending retirement of the Director of Finance & Treasurer in spring 2022 would suggest that conducting a Request for Proposal for audit services at this time, would reduce the burden on a new Director of Finance in the early years of their tenure.

Analysis

A limited RFP to identified qualified auditing firms is warranted. Staff has the prior RFP that could be updated and then circulated.

Options

Staff would recommend circulating the RFP to Baker Tilly, the incumbent auditor, Clifton Larson Allen, the prior auditor and Sikich – an attractive proposal was received from Sikich in the 2016 process and other qualified firms..

Recommendation

The Finance Committee recommends circulating an RFP in 2021 for auditing services.

COMMON COUNCIL ACTION REQUESTED

Motion authorizing a Request for Proposal on auditing and other accounting services for the City of Franklin for calendar years 2021 thru 2025 with an option for two additional years.

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<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE Mar 2, 2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>An Ordinance to Amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the General Fund, Capital Outlay, Grant, Debt Service, TID5, TID6, and TID7 to align COVID-19 Contingency appropriations with actual 2020 expenditures and Other 2020 Budget Adjustments</p>	<p>ITEM NUMBER <i>G.15.</i></p>

Background

On March 17, 2020 the Common Council adopted a \$250,000 2020 budget amendment to appropriate funds to address the developing COVID-19 Pandemic. It was unclear where the funds would be needed or how much would be needed.

Shortly after the amendment was adopted, the City was awarded a \$585,000 CARES Act grant (Route to Recovery) to address the Pandemic, along with additional grants addressing specific elements of the pandemic. Initially, the CARES Act grant limited eligible expenditures to UNBUDGETED costs. Later, it became clear that appropriations for Public Safety and Health were being re-purposed to address the Pandemic, and they became eligible CARES Act grant costs.

The City made claims for COVID related costs in excess of our allotment. As it turns out, additional grant funding became available, and the City was awarded an additional \$62,000 of grant resources.

Analysis

As 2020 financials are coming into focus, the City has received \$867,266 in various Pandemic related grant funds. Expenditures have totaled \$1,068,905 related to the Pandemic. Thus \$201,638 of excess expenditures have been incurred.

As noted above, there were multiple grants received to address the Pandemic. Route to Recovery expenditures totaled \$874,749, of which \$168,714 were reflected in the General Fund as they were not covered by the grant. In addition, the Council authorized the purchase of \$48,379 of capital expenditures initially expected to qualify under the Route to Recovery grant that were not accepted by the Grant.

\$168,714 of the General Fund expenditures will utilize the \$250,000 of the March 2020 appropriation. Staff is recommended that \$48,379 be transferred to the Capital Outlay Fund to provide resources for capital expenditures that were expected to be eligible, but ultimately were not funded under the grant. Thus \$217,093 (\$168,714 and \$48,379) of the initial appropriation should be re-allocated to match up with the actual expenditures made. That would mean that \$32,907 (13%) of the initial appropriation was not needed.

Of the other Pandemic grants received, the Health department resources are \$195,384 for the \$177,679 of expenditures. The excess funds will likely be spent in 2021.

Attached is a schedule outlining the Grant resources and expenditures by Fund and Activity.

Recommendation

Staff is recommending that \$217,093 of General Fund contingency appropriations be re-classified to where expenditures occurred. Additionally, that the Capital Outlay appropriations be increased by \$48,379 for the Pandemic expenditures, resourced from a transfer out of General Fund.

Further, that a budget amendment in the Grant fund include \$650,000 of new resources and \$650,000 of Grant expenditure appropriations be provided for the actual expenditures incurred.

Additional 2020 Budget amendments are needed to address mis-matched appropriations and expenditures:

1. \$25 of Mayor non-personnel services should be moved to Personnel services
2. \$7,600 of Elections non-personnel services should be move to Personnel services (the Elections Dept incurred lots of extra work for the several 2020 elections, and drastically increased non-in person voting).
3. A Finance vacancy was filled with outside consulting, so \$8,300 of personnel appropriations should be moved to non-personnel.
4. Project inspection costs billed by Engineering exceeded appropriations by \$238,700 – with a corresponding increase in resources. Resources should be increased by \$240,000 as should Engineering Non-personnel appropriations.
5. Animal control costs exceeded expectations by \$2,000. That amount of Contingency should be moved to Animal Control costs.
6. Highway and Parks share personnel. Labor charged to Parks exceeded appropriations by \$112,300, while Highway Personnel Costs are nearly \$700,000 under spent. \$113,000 of Highway personnel costs should be transferred to Parks Personnel costs.
7. Debt Service – the Dec 2020 Debt issuance changed the mix of Principal and Interest expenditures. \$38,000 of interest appropriations should be moved to Principal. No increase in total appropriations is needed.
8. TID 5 – the Dec 2020 refunding of the 2018NAN resulted in interest paid in Dec 2020, that would normally been paid in March 2021. An additional \$52,000 of interest appropriations should be made.
9. TID6 – An amendment of the TID to annex additional territory and administrative costs for the infrastructure project costs resulted in excess expenditures of \$175,000. Additional appropriations should be made.
10. TID7 – Not all of the \$2 million project costs funded in 2019 were spent in 2019. \$170,000 fell over to 2020. In addition, the construction of Velo Village and the funding of the \$4.5 million mortgage resulted in a Conservation expenditure. An appropriation should be created for the mortgage funding. When the mortgage is repaid, new resources will come into the TID.

DRAFTS of the 2020 Government Funds statements are attached, outlining the above budget variances prior to the proposed Budget amendment.

RECOMMENDATION:

The Finance Committee reviewed this proposed budget amendment and unanimously recommends its adoption.

COMMON COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to Amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the General Fund, Capital Outlay, Grant, Debt Service, TID5, TID6, and TID7 to align COVID-19 Contingency appropriations with actual 2020 expenditures and Other 2020 Budget Adjustments

ROLL CALL VOTE REQUIRED

PAR

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020 _____

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND, CAPITAL OUTLAY, GRANT, DEBT SERVICE, TID5, TID6 AND TID7 TO ALIGN COVID-19 CONTINGENCY APPROPRIATIONS WITH ACTUAL 2020 EXPENDITURES AND OTHER 2020 BUDGET ADJUSTMENTS

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, on March 17, 2020 the Common Council adopted Ordinance 2020-2423 appropriating \$250,000 of General Fund contingency for efforts to combat the COVID-19 Pandemic; and

WHEREAS, as 2020 is wrapping up and actual expenditures were recorded in the Activity where they occurred as opposed to Contingency, such that aligning the Contingency appropriations provided in Ordinance 2020-2423 with the actual expenditures is advisable; and

WHEREAS, 2020 Debt Service appropriations did not align perfectly with the actual 2020 costs such that a transfer between principal and interest appropriations is warranted; and

WHEREAS, a refunding TID5 reduced total future interest costs but increased 2020 interest expenditures and Debt Service costs such that appropriations are warranted to align actual activity with appropriations; and

WHEREAS, a territory amendment in TID6 along with management of infrastructure project costs exceeded expectations in 2020; and

WHEREAS, carryover 2019 TID7 project costs and funding the authorized \$4.5 million mortgage were not anticipated in the 2020 budget.

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

Section 1 That the 2020 Budget for the General Fund be amended as follows:

Mayor	Personnel Costs	Increased	25
Mayor	Non-personnel Costs	Decreased	25
Finance	Personnel Costs	Decreased	7,600
Finance	Non-Personnel Costs	Increased	7,600
Engineering Fee Resources		Increased	240,000
Engineering	Non-Personnel Costs	Increased	240,000
Highway	Personnel Costs	Decreased	115,000
Parks	Personnel Costs	Increased	115,000
Animal Control	Non-Personnel Costs	Increased	2,000
Contingency	Un-restricted	Decreased	2,000

Section 2	That the 2020 Budget for the General Fund be amended as follows:			
	Elections	Non-personnel Costs	Increased	2,062
	Information Systems	Non-Personnel Costs	Increased	6
	Administration	Non-Personnel Costs	Increased	20,000
	Audit	Non-Personnel Costs	Increased	11,000
	Municipal Buildings	Non-Personnel Costs	Increased	110,124
	Police	Non-Personnel Costs	Increased	2,188
	Fire	Non-Personnel Costs	Increased	722
	Inspection	Non-Personnel Costs	Increased	2,188
	Highway	Non-Personnel Costs	Increased	12,478
	Parks	Non-Personnel Costs	Increased	7,385
	Transfers Out	to Capital Outlay	Increased	48,379
	Contingency		Decreased	217,093
Section 3	That the 2020 Budget for the Capital Outlay Fund be amended as follows:			
	Transfers In	From General Fund	Increased	48,379
	Elections	Capital	Increased	25,839
	Info Systems	Capital	Increased	22,540
Section 4	That the 2020 Budget for the Health Grant Fund be amended as follows:			
	Intergov Resources		Increased	650,000
	Administration	Non-Personnel	Increased	50,000
	Fire	Personnel	Increased	570,000
	Highway	Non-Personnel	Increased	15,000
	Parks	Non-Personnel	Increased	10,000
	Capital		Increased	5,000
Section 5	That the 2020 Budget for the Debt Service Fund be amended as follows:			
	Interest Costs		Decreased	38,000
	Principal		Increased	38,000
Section 6	That the 2020 Budget for the TID5 Fund be amended as follows:			
	Debt Issuance		Increased	9,545,000
	Interest Costs		Increased	75,000
	Principal payments		Increased	9,500,000
Section 7	That the 2020 Budget for the TID6 Fund be amended as follows:			
	Legal	Non-Personnel	Increased	20,000
	Engineering	Non-Personnel	Increased	140,000
	Econ Development	Non-Personnel	Increased	15,000
Section 8	That the 2020 Budget for the TID7 Fund be amended as follows:			
	Conservation	Non-Personnel	Increased	4,500,000
	Capital		Increased	170,000

Section 9 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2021.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

CITY OF FRANKLIN, WISCONSIN
General Fund
Schedule of Revenues and Transfers In - Budget and Actual (on a Budgetary Basis)
For the Year Ended December 31, 2020

	Original Budget	Change Inc (Dec)	Final Budget	Actual	Variance with final budget - Excess (Deficiency)
TAXES					
General property taxes	\$ 19,015,200	\$ -	\$ 19,015,200	\$ 19,015,333	\$ 133
Water Utility - tax equivalent	1,050,000	-	1,050,000	1,003,388	(46,612)
Cable TV franchise fees	480,000	-	480,000	441,950	(38,050)
Hotel/Room Tax	175,400	-	175,400	175,400	-
Mobile home assessments	21,000	-	21,000	18,157	(2,843)
	<u>20,741,600</u>	<u>-</u>	<u>20,741,600</u>	<u>20,654,228</u>	<u>(87,372)</u>
INTERGOVERNMENTAL REVENUE					
State shared revenue	502,000	-	502,000	553,060	51,060
State expenditure restraint revenue	150,000	-	150,000	118,605	(31,395)
Fire insurance - dues	165,000	-	165,000	175,674	10,674
Local, state and federal grants and aids					
Computer aid	228,000	-	228,000	228,051	51
Transportation aids	535,000	-	535,000	534,980	(20)
Personal Property Aids	95,600	-	95,600	77,988	(17,612)
Video Service Provider Aids				50,004	50,004
Other	70,800	-	70,800	51,772	(19,028)
	<u>1,746,400</u>	<u>-</u>	<u>1,746,400</u>	<u>1,790,134</u>	<u>43,734</u>
LICENSES, FEES AND PERMITS					
Licenses:					
Beer and liquor	31,400	-	31,400	31,606	206
Bartenders	16,500	-	16,500	16,605	105
Amusement and related	9,800	-	9,800	11,335	1,535
Peddlers	4,650	-	4,650	3,597	(1,053)
Food and related	4,200	-	4,200	5,231	1,031
Dog and cat	9,300	-	9,300	9,820	520
Health	76,100	-	76,100	78,432	2,332
Other	12,550	-	12,550	22,795	10,245
Permits					
Building	500,000	-	500,000	530,498	30,498
Electrical	100,000	-	100,000	174,396	74,396
Plumbing	90,000	-	90,000	124,634	34,634
Sign	12,000	-	12,000	14,329	2,329
Park	18,900	-	18,900	10,657	(8,243)
Fire	4,000	-	4,000	3,600	(400)
Other	16,300	-	16,300	23,953	7,653
	<u>905,700</u>	<u>-</u>	<u>905,700</u>	<u>1,061,488</u>	<u>155,788</u>
FINES, FORFEITURES AND PENALTIES	<u>546,000</u>	<u>-</u>	<u>546,000</u>	<u>390,124</u>	<u>(155,876)</u>

(Continued)

CITY OF FRANKLIN, WISCONSIN
General Fund
Schedule of Revenues and Transfers In - Budget and Actual (on a Budgetary Basis)
For the Year Ended December 31, 2020

	Original Budget	Change Inc (Dec)	Final Budget	Actual	Variance with final budget - Excess (Deficiency)
PUBLIC CHARGES FOR SERVICES					
General government					
Property reports and document fees	\$ 12,400	\$ -	\$ 12,400	\$ 12,469	\$ 69
Clerk Services	800	-	800	783	(17)
Public safety					
Police Department and related	6,800	50,000	56,800	13,088	(43,712)
Ambulance service	1,350,000	-	1,350,000	1,185,502	(164,498)
Fire Department and related	61,000	-	61,000	13,296	(47,704)
Quarry reimbursement	43,000	-	43,000	50,345	7,345
Weights and measures	7,600	-	7,600	8,395	795
Public works					
Weed cutting	7,000	-	7,000	3,991	(3,009)
Street lighting	10,000	-	10,000	8,853	(1,147)
Engineering and DPW fees	323,500	12,600	336,100	549,441	213,341
Landfill tippage fees	518,000	(238,000)	280,000	267,344	(12,656)
Health and human services					
Health clinics and other health fees	114,400	-	114,400	34,876	(79,524)
Conservation and development					
Zoning, subdivision and other filing fees	72,800	-	72,800	74,420	1,620
	<u>2,527,300</u>	<u>(175,400)</u>	<u>2,351,900</u>	<u>2,222,803</u>	<u>(129,097)</u>
INTERGOVERNMENTAL CHARGES FOR SERVICES	<u>182,000</u>	<u>-</u>	<u>182,000</u>	<u>183,423</u>	<u>1,423</u>
INVESTMENT EARNINGS	<u>343,580</u>	<u>-</u>	<u>343,580</u>	<u>259,727</u>	<u>(83,853)</u>
MISCELLANEOUS REVENUE					
Municipal property rental	50,000	-	50,000	76,055	26,055
Property sales	10,750	-	10,750	14,379	3,629
Refunds and reimbursements	35,000	-	35,000	54,199	19,199
Insurance dividend	40,000	-	40,000	58,683	18,683
Other revenue	1,000	-	1,000	196	(804)
	<u>136,750</u>	<u>-</u>	<u>136,750</u>	<u>203,512</u>	<u>66,762</u>
Total Revenues	<u>27,129,330</u>	<u>(175,400)</u>	<u>26,953,930</u>	<u>26,765,439</u>	<u>(188,491)</u>
Transfers from other funds	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Revenues and Transfers In	<u>\$ 27,129,330</u>	<u>\$ (175,400)</u>	<u>\$ 26,953,930</u>	<u>\$ 26,765,439</u>	<u>\$ (188,491)</u>

1 Planned but unused transfer from Internal Service Fund

2 Recorded Engineering Services gross rather than net is in prior years

③ INC ASSISTANT - RUCR (enrolled)

CITY OF FRANKLIN, WISCONSIN
General Fund
Schedule of Expenditures and Transfers Out - Budget and Actual (on a Budgetary Basis)
For the Year Ended December 31, 2020

CURRENT	Original Budget	Change Inc (Dec)	Final Budget	Actual	Incl Capital	Variance with final budget - Excess (Deficiency)	GF COVID EXPENSE
General Government							
Mayor - Personnel Services	\$ 18,482	\$ -	\$ 18,482	\$ 18,487	\$	(5)	
Mayor - Other Services	7,850	-	7,850	6,025		1,825	
Aldermen - Personnel Services	47,409	-	47,409	47,403		6	
Aldermen - Other Services	25,651	-	25,651	22,481		3,170	
Municipal court - Personnel Services	193,490	- 1	193,490	188,068		5,422	
Municipal court - Other Services	19,625	-	19,625	15,709		3,916	
City clerk - Personnel Services	353,001	- 1	353,001	330,949		22,052	
City clerk - Other Services	27,200	-	27,200	19,517		7,683	
Elections - Personnel Services	70,404	- 1	70,404	77,959		(7,555)	
Elections - Other Services	16,500	-	16,500	11,132		5,368	2062
Information services - Personnel Services	131,451	105,000 1	236,451	130,927		105,524	
Information services - Other Services	429,878	(105,000)	324,878	320,952		3,926	6
Administration - Personnel Services	411,533	- 1	411,533	259,819		151,714	
Administration - Other Services	129,655	-	129,655	98,671		30,984	20,000
Finance - Personnel Services	419,877	- 1	419,877	404,363		15,514	
Finance - Other Services	115,710	-	115,710	124,008		(8,298)	
Independent Audit	30,050	-	30,050	36,480		(6,430)	11,000
Assessor - Other Services	233,350	-	233,350	230,743		2,607	
Legal counsel	357,000	(A) -	357,000	287,565		69,435	
Municipal buildings - Personnel Services	114,001	(D) 40,000 1	154,001	115,490		38,511	
Municipal buildings - Other Services	117,515	(B) 37,775	155,290	245,272		(89,982)	110,124
Refunded Taxes	27,500	-	27,500	-		27,500	
Property and liability insurance	95,850	-	95,850	89,748		6,102	
Anticipated Underexpenditure	(315,000)	-	(315,000)	-		(315,000)	
Contingency	1,460,000	(A) (165,185) 1	1,294,815	-		1,294,815	
Total General Government	4,537,982	(87,410)	4,450,572	3,081,768		1,368,804	143,192
Public Safety							
Police - Personnel Services	7,970,358	(A) 50,000 1	8,020,358	7,771,323		249,035	
Police - Other Services	1,226,530	8,950	1,235,480	1,038,129		197,351	2750
Dispatch - Personnel Services	1,197,247	- 1	1,197,247	1,147,151		50,096	
Fire - Personnel Services	6,286,453	- 1	6,286,453	6,011,390		275,063	
Fire - Other Services	566,500	-	566,500	498,141		68,359	722
Fire protection service charge	283,300	-	283,300	279,995		3,305	
Building inspection - Personnel Services	768,655	78,300 1	846,955	744,136		102,819	
Building inspection - Other Services	140,335	(C) 78,300 2	218,635	134,314		84,321	2188
Sealer of weights and measures	7,600	-	7,600	7,600		-	
Total Public Safety	18,446,978	215,550	18,662,528	17,632,179		1,030,349	5660

1. Change in employer health plan resulted in lower health costs - originally budgeted in contingency
2. Outside services used to support vacancies

(Continued)

(A) ANC services - Not closed

	Restored	Amended	Total
Contingency	1,335,000	125,000	1,460,000
ANC	(50,000)	SACI (77,630)	(50,000)
COVID	(250,000)	IRS (37,555)	(77,630)
	<u>1,035,000</u>	Amend COVID 250,000	(37,555)
		<u>259,815</u>	<u>1,294,815</u>

CITY OF FRANKLIN, WISCONSIN
General Fund
Schedule of Expenditures and Transfers Out - Budget and Actual (on a Budgetary Basis)
For the Year Ended December 31, 2020

	Original Budget	Change Inc (Dec)	Final Budget	Actual	Variance with final budget - Excess (Deficiency)
CURRENT					
Public Works					
Engineering - Personnel Services	590,261	-	590,261	538,588	51,673
Engineering - Other Services	342,820	- 2	342,820	581,501	(238,681)
Highway - Personnel Services	1,974,746	(D) 630,000 3	2,604,746	1,908,180	696,566
Highway - Other Services	890,800	77,630 (C)	968,430	903,973	64,457
Street lighting	346,000	-	346,000	325,273	20,727
Weed control	7,050	-	7,050	3,662	3,388
Total Public Works	4,151,677	707,630	4,859,307	4,261,177	598,130
					12,478
					12,478
Health and Human Services					
Public health - Personnel Services	628,585	-	628,585	563,753	64,832
Public health - Other Services	65,250	-	65,250	60,133	5,117
Animal control	43,800	-	43,800	45,687	(1,887)
Total Health and Human Services	737,635	-	737,635	669,573	68,062
Culture and Recreation					
Senior activities and travel program	24,000	-	24,000	3,280	20,720
Parks - Personnel Services	119,998	- 3	119,998	232,274	(112,276)
Parks - Other Services	66,450	-	66,450	59,397	7,053
Total Culture and Recreation	210,448	-	210,448	294,951	(84,503)
					7385
					7385
Conservation and Development					
Planning - Personnel Services	358,680	-	358,680	352,347	6,333
Planning - Other Services	74,950	44,000 1	118,950	94,121	24,829
Economic development - Personnel Services	126,770	-	126,770	124,893	1,877
Economic development - Other Services	59,000	8,000	67,000	(1,471)	68,471
Total Conservation and Development	619,400	52,000	671,400	569,890	101,510
Total Expenditures	28,704,120	887,770	29,591,890	26,509,538	3,082,352
Transfers to Other Funds	524,000	-	524,000	-	524,000
Total Expenditures and Transfers Out	\$ 29,228,120	\$ 887,770	\$ 30,115,890	\$ 26,509,538	\$ 3,606,352
					168,715

1 Outside services to support vacancies
~~2-Recorded Engineering Services gross rather than net is in prior years~~
~~3-Highway & Parks share personnel, shifted budget to align actual usage~~

(D) PENSION DEMAND - Pub Wks Pen
 E CARRY FORWARDS - Inspection Serv 2K is by mistake.

City of Franklin, WI
 Pandemic Spending Report
 31-Dec-20

See 2 of Bud. Council

Revenues	Gen Fund	Spec Rev	Util	Capital	Total	Route To Recovery Grant	Route To Recovery Total	Elections Grant	6999 Contact Tracing	6997 Testing	6996 Pandemic Response	6995 Pandemic Prep	Total Health Grnts	Grand Total
Collected					-	647,315	647,315	24,567	103,034	6,000	2,969		112,003	783,885
Submitted					-	-	-	-	79,461	3,920			83,381	83,381
Total Resources						647,315	647,315	24,567	182,495	9,920	2,969		195,384	867,266
Expenditures														
Court					-	63	63	-	-	-	-	-	-	63
Elections	2,062			25,839	27,901		27,901	16,477						44,378
Info Systems	6			22,540	22,546	21,093	43,639							43,639
Admin	20,000				20,000		20,000							20,000
Finance - audit	11,000				11,000	128	11,128							11,128
Muni Bldg	110,124				110,124	16,032	126,156							126,156
Police	2,750				2,750	19,768	22,518							22,518
Dispatch					-	2,024	2,024							2,024
Fire	722				722	531,647	532,369							532,369
Inspection	2,188				2,188	2,178	4,366							4,366
Highway	12,478				12,478	8,113	20,591							20,591
Library		8,365			8,365	12,622	20,987							20,987
Public Health					-	28,361	28,361		161,344	9,911	3,518	2,906	177,679	206,040
Parks	7,385				7,385	2,251	9,636							9,636
Water			1,936		1,936	3,034	4,970							4,970
Sewer			40		40		40							40
Total Expenditures	168,714	8,365	1,976	48,379	227,434	647,315	874,749	16,477	161,344	9,911	3,518	2,906	177,679	1,068,905
Net Rev (Expend)	(168,714)	(8,365)	(1,976)	(48,379)	(227,434)	0	(227,434)	8,090	21,151	9	(549)	(2,906)	17,705	(201,638)
Budgeted appropriations repurposed to address the Pandemic														
Elections-Personnel	(8,090)				(8,090)		(8,090)	8,090						(0)
Fire-Personnel	(443,083)				(443,083)		(443,083)							(443,083)
Public Health-Personnel	(11,347)				(11,347)		(11,347)							(11,347)
Total Eligible Labor Costs	(462,521)				(462,521)		(462,521)	8,090						(454,431)
Total Net Pandemic Resources (Costs)	293,806	(8,365)	(1,976)	(48,379)	235,087	0	235,087	0	21,151	9	(549)	(2,906)	17,705	252,792

Plus Fire Wages in 2020 Budgets 380,974

Spoke with Adam early Nov 2020 - 2/3rd of Fire wages likely understates Ambulance time Health Dir & Assistant time from March to Oct - Pandemic related

CITY OF FRANKLIN, WISCONSIN
General Fund
Schedule of Expenditures and Transfers Out - Budget and Actual (on a Budgetary Basis)
For the Year Ended December 31, 2020

	Considering Reallocation of COVID Appropriation			Incl Capital	
	Original Budget	Change Inc (Dec)	Final Budget	Actual	Variance with final budget - Excess (Deficiency)
CURRENT					
General Government					
Mayor - Personnel Services	\$ 18,482	\$ -	\$ 18,482	\$ 18,487	\$ (5)
Mayor - Other Services	7,850	-	7,850	6,025	1,825
Aldermen - Personnel Services	47,409	-	47,409	47,403	6
Aldermen - Other Services	25,651	-	25,651	22,481	3,170
Municipal court - Personnel Services	193,490	-	193,490	188,068	5,422
Municipal court - Other Services	19,625	-	19,625	15,709	3,916
City clerk - Personnel Services	353,001	-	353,001	330,949	22,052
City clerk - Other Services	27,200	-	27,200	19,517	7,683
Elections - Personnel Services	70,404	-	70,404	77,959	(7,555)
Elections - Other Services	16,500	2,062	18,562	11,132	7,430
Information services - Personnel Services	131,451	105,000	236,451	130,927	105,524
Information services - Other Services	429,878	(104,994)	324,884	320,952	3,932
Administration - Personnel Services	411,533	-	411,533	259,819	151,714
Administration - Other Services	129,655	20,000	149,655	98,671	50,984
Finance - Personnel Services	419,877	-	419,877	404,363	15,514
Finance - Other Services	115,710	-	115,710	124,008	(8,298)
Independent Audit	30,050	11,000	41,050	36,480	4,570
Assessor - Other Services	233,350	-	233,350	230,743	2,607
Legal counsel	357,000	-	357,000	287,565	69,435
Municipal buildings - Personnel Services	114,001	40,000	154,001	115,490	38,511
Municipal buildings - Other Services	117,515	147,899	265,414	245,272	20,142
Refunded Taxes	27,500	-	27,500	-	27,500
Property and liability insurance	95,850	-	95,850	89,748	6,102
Anticipated Underexpenditure	(315,000)	-	(315,000)	-	(315,000)
Contingency	1,460,000	(382,279)	1,077,721	-	1,077,721
Total General Government	4,537,982	(161,312)	4,376,670	3,081,768	1,294,902
Public Safety					
Police - Personnel Services	7,970,358	50,000	8,020,358	7,771,323	249,035
Police - Other Services	1,226,530	11,700	1,238,230	1,038,129	200,101
Dispatch - Personnel Services	1,197,247	-	1,197,247	1,147,151	50,096
Fire - Personnel Services	6,286,453	-	6,286,453	6,011,390	275,063
Fire - Other Services	566,500	722	567,222	498,141	69,081
Fire protection service charge	283,300	-	283,300	279,995	3,305
Building inspection - Personnel Services	768,655	78,300	846,955	744,136	102,819
Building inspection - Other Services	140,335	80,488	220,823	134,314	86,509
Sealer of weights and measures	7,600	-	7,600	7,600	-
Total Public Safety	18,446,978	221,210	18,668,188	17,632,179	1,036,009

1 Re-allocation of Contingency Appropriation for Pandemic expenditures

2 Council Authorized use of 2019 surplus as one time contribution to Employee Benefit plans - to address underfunding positions

3 Transfer for open staff positions funded by Professional services

4 Un-used assistance to City of Milwaukee for cancelled special event

(Continued)

Sec 1 of Bond Amendment

CITY OF FRANKLIN, WISCONSIN
General Fund
Schedule of Expenditures and Transfers Out - Budget and Actual (on a Budgetary Basis)
For the Year Ended December 31, 2020

	Considering Reallocation of COVID Appropriation				Variance with final budget - Excess (Deficiency)
	Original Budget	Change Inc (Dec)	Final Budget	Actual	
CURRENT					
Public Works					
Engineering - Personnel Services	590,261	-	590,261	538,588	51,673
Engineering - Other Services	342,820	-	342,820	581,501	(238,681) <
Highway - Personnel Services	1,974,746	630,000	2,604,746	1,908,180	696,566
Highway - Other Services	890,800	90,108	980,908	903,973	76,935
Street lighting	346,000	-	346,000	325,273	20,727
Weed control	7,050	-	7,050	3,662	3,388
Total Public Works	<u>4,151,677</u>	<u>720,108</u>	<u>4,871,785</u>	<u>4,261,177</u>	<u>610,608</u>
Health and Human Services					
Public health - Personnel Services	628,585	-	628,585	563,753	64,832
Public health - Other Services	65,250	-	65,250	60,133	5,117
Animal control	43,800	-	43,800	45,687	(1,887) <
Total Health and Human Services	<u>737,635</u>	<u>-</u>	<u>737,635</u>	<u>669,573</u>	<u>68,062</u>
Culture and Recreation					
Senior activities and travel program	24,000	-	24,000	3,280	20,720
Parks - Personnel Services	119,998	-	119,998	232,274	(112,276) <
Parks - Other Services	66,450	7,385	73,835	59,397	14,438
Total Culture and Recreation	<u>210,448</u>	<u>7,385</u>	<u>217,833</u>	<u>294,951</u>	<u>(77,118)</u>
Conservation and Development					
Planning - Personnel Services	358,680	-	358,680	352,347	6,333
Planning - Other Services	74,950	44,000	118,950	94,121	24,829
Economic development - Personnel Services	126,770	-	126,770	124,893	1,877
Economic development - Other Services	59,000	8,000	67,000	(1,471)	68,471
Total Conservation and Development	<u>619,400</u>	<u>52,000</u>	<u>671,400</u>	<u>569,890</u>	<u>101,510</u>
Total Expenditures	28,704,120	907,633	29,611,753	26,509,538	3,102,215
Transfers to Other Funds	<u>524,000</u>	<u>48,379</u>	<u>572,379</u>	<u>-</u>	<u>572,379</u>
Total Expenditures and Transfers Out	<u>\$29,228,120</u>	<u>\$ 956,012</u>	<u>\$30,184,132</u>	<u>\$ 26,509,538</u>	<u>\$ 3,674,594</u>

1 Re-allocation of Contingency Appropriation for Pandemic expenditures

2 Council Authorized use of 2019 surplus as one time contribution to Employee Benefit plans - to address underfunding positions

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Schedule 5

CITY OF FRANKLIN, WISCONSIN
Debt Service Fund
Schedule of Revenue, Expenditures and Changes in Fund Balances - Budget and Actual
For the Year Ended December 31, 2020

	Original & Final Budget	Actual	Variance with final budget - Excess (Deficiency)
REVENUE			
Taxes	\$ 1,100,000	\$ 1,100,000	\$ -
Special assessments	65,000	17,853	(47,147)
Investment earnings	12,000	19,726	7,726
Total revenue	<u>1,177,000</u>	<u>1,137,579</u>	<u>(39,421)</u>
EXPENDITURES			
Debt service			
Principal	1,387,500	1,425,000	(37,500)
Interest	200,272	152,218	48,054
Total expenditures	<u>1,587,772</u>	<u>1,577,218</u>	<u>10,554</u>
Excess (deficiency) of revenue over expenditures	<u>(410,772)</u>	<u>(439,639)</u>	<u>(28,867)</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	453,682	397,950	(55,732)
Transfers out	(600,000)	(600,000)	-
Premium (discount) on debt issued	-	-	-
Total other financing sources (uses)	<u>(146,318)</u>	<u>(202,050)</u>	<u>(55,732)</u>
Net change in fund balances	<u>\$ (557,090)</u>	<u>(641,689)</u>	<u>\$ (84,599)</u>
Fund balances - beginning		<u>1,118,560</u>	
Fund balances - ending		<u>\$ 476,871</u>	

*Dec 2019
Debt Svc*

*Section 5 of
Bad Loan*

CITY OF FRANKLIN, WISCONSIN
Special Revenue Funds
Schedule of Revenue, and Expenditures and Changes in Fund Balances -
Budget and Actual (on a Budgetary Basis)
For the Year Ended December 31, 2020

	Grant Fund				Tourism Commission				Variance with Final Budget - Excess (Deficiency)	
	Original Budget	Change Inc (Dec)	Final Budget	Actual	Variance with Final Budget - Excess (Deficiency)	Original Budget	Change Inc (Dec)	Final Budget		Actual
REVENUE										
Taxes	\$ 254,750	-	\$ 254,750	1,059,037	804,287	\$ 210,179	-	\$ 210,179	\$ 31,871	\$ (178,308)
Intergovernmental revenue	-	-	-	-	-	-	-	-	2,633	2,633
Investment earnings	-	-	-	-	-	-	-	-	500	500
Miscellaneous revenue	2,080	-	2,080	14,203	12,123	-	-	-	35,004	(175,175)
Total revenue	<u>256,830</u>	-	<u>256,830</u>	<u>1,073,240</u>	<u>816,410</u>	<u>210,179</u>	-	<u>210,179</u>	<u>35,004</u>	<u>(175,175)</u>
EXPENDITURES										
Current:										
General Government	6,000	-	6,000	44,700	(44,700)	-	-	-	-	-
Public safety	-	-	-	559,539	(553,539)	-	-	-	-	-
Public works	-	-	-	11,147	(11,147)	-	-	-	-	-
Health and human services	296,054	55,000	351,054	346,721	4,333	-	-	-	-	-
Culture and recreation	-	-	-	8,790	(8,790)	-	-	-	-	-
Conservation and development	-	-	-	-	-	439,000	1,371	440,371	30,482	409,889
Capital outlay	25,000	-	25,000	28,528	(3,528)	-	5,262	5,262	109,586	(104,324)
Total expenditures	<u>327,054</u>	<u>55,000</u>	<u>382,054</u>	<u>999,425</u>	<u>(617,371)</u>	<u>439,000</u>	<u>6,633</u>	<u>445,633</u>	<u>140,068</u>	<u>305,565</u>
Excess (Deficiency) of Revenue Over (Under) Expenditures	<u>(70,224)</u>	<u>(55,000)</u>	<u>(125,224)</u>	<u>73,815</u>	<u>199,039</u>	<u>(228,821)</u>	<u>(6,633)</u>	<u>(235,454)</u>	<u>(105,064)</u>	<u>130,390</u>
OTHER FINANCING SOURCES (USES)										
Transfers in	-	-	-	-	-	-	-	-	-	-
Net change in fund balances - budgetary basis	<u>\$ (70,224)</u>	<u>\$ (55,000)</u>	<u>\$ (125,224)</u>	<u>73,815</u>	<u>\$ 199,039</u>	<u>\$ (228,821)</u>	<u>\$ (6,633)</u>	<u>\$ (235,454)</u>	<u>(105,064)</u>	<u>\$ 130,390</u>
Adjustments to generally accepted accounting principles basis										
2019 encumbrances	-	-	-	-	-	-	-	-	(1,371)	(1,371)
2020 encumbrances	-	-	-	-	-	-	-	-	25,424	25,424
Net change in fund balances - generally accepted accounting principles basis				73,815					(81,011)	(81,011)
Fund balances - beginning				198,561					469,951	469,951
Fund balances - ending				<u>\$ 272,376</u>					<u>\$ 388,940</u>	<u>\$ 388,940</u>

Section of Fund Balances

1 - Encumbrance from prior year

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CITY OF FRANKLIN, WISCONSIN
TIF Districts

Schedule of Revenue, Expenditures and Changes in Fund Balances -
Budget and Actual (on a Budgetary Basis)
For the Year Ended December 31, 2020

	District 5 - Ballpark Commons				District 6 - Loomis & Ryan Roads					
	Original Budget	Change Inc (Dec)	Final Budget	Actual	Variance with final budget - Excess (Deficiency)	Original Budget	Change Inc (Dec)	Final Budget	Actual	Variance with final budget - Excess (Deficiency)
REVENUE										
Taxes	\$ 756,000	\$ -	\$ 756,000	\$ 812,921	\$ 56,921	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental revenue	12,900	-	12,900	12,863	(17)	-	-	-	-	-
Investment earnings (loss)	1,000	-	1,000	52,917	51,917	32,500	-	32,500	28,199	(4,301)
Total revenue	769,900	-	769,900	878,721	108,821	32,500	-	32,500	28,199	(4,301)
EXPENDITURES										
General government	18,100	19,959	38,059	5,186	32,873	10,650	-	10,650	29,941	(19,291)
Public works	9,500	4,929	14,429	2,305	12,124	28,040	-	28,040	167,721	(139,681)
Conservation and development	700	7,250	7,950	(3,300)	11,250	700	1,156	1,856	16,044	(14,188)
Capital outlay	-	-	-	-	-	3,000,000	6,000,000	9,000,000	7,525,939	1,474,061
Debt Service	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-	-
Interest	890,763	-	890,763	942,653	(51,890)	281,590	-	281,590	220,100	61,490
Debt issuance costs	-	-	-	72,539	(72,539)	45,000	-	45,000	43,089	1,911
Total expenditures	919,063	32,138	951,201	1,019,383	(68,182)	3,365,960	6,001,156	9,387,136	8,002,834	1,364,302
Excess (deficiency) of revenue over expenditures	(149,163)	(32,138)	(181,301)	(140,662)	40,639	(3,333,480)	(6,001,156)	(9,334,636)	(7,974,635)	1,360,001
OTHER FINANCING SOURCES (USES)										
General obligation debt issued	-	-	-	-	-	3,250,000	-	3,250,000	3,045,000	(205,000)
Refunding debt issued	-	-	-	9,545,000	9,545,000	-	-	-	-	-
Premium (Discount) on debt issued	-	-	-	104,565	104,565	-	-	-	75,056	75,056
Principal payment on current refundli	-	-	(4,000,000)	(13,480,000)	(9,480,000)	-	-	-	-	-
Total other financing sources (use)	-	-	(4,000,000)	(3,830,435)	169,565	3,250,000	-	3,250,000	3,120,056	(129,944)
Net change in fund balances - budgetary basis	\$ (149,163)	\$ (32,138)	\$ (4,181,301)	(3,971,097)	\$ 210,204	\$ (83,480)	\$ (6,001,156)	\$ (6,084,636)	(4,854,579)	\$ 1,230,057
Adjustments to generally accepted accounting principles basis										
2019 encumbrances				(32,138)					(1,156)	
2020 encumbrances				16,279					-	
Net change in fund balances - generally accepted accounting principles basis				(3,986,956)						
Fund balances (deficit) - beginning				4,454,713					(4,855,735)	
Fund balances - ending				\$ 467,757					5,441,850	

See 7 of Budget Amendment

See 6 of Budget Amendment

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CITY OF FRANKLIN, WISCONSIN

TIF Districts

Schedule of Revenue, Expenditures and Changes in Fund Balances - Budget and Actual (on a Budgetary Basis) For the Year Ended December 31, 2020

District 7 - Velo Village

	Original Budget	Change Inc (Dec)	Final Budget	Actual	Variance with final budget - Excess (Deficiency)
REVENUE					
Investment earnings (loss)	\$ 270,000	\$ -	\$ 270,000	\$ 130,043	\$ (139,957)
Miscellaneous revenue	-	-	-	-	-
Total revenue	<u>270,000</u>	<u>-</u>	<u>270,000</u>	<u>130,043</u>	<u>(139,957)</u>
EXPENDITURES					
General government	13,300	-	13,300	10,129	3,171
Public works	-	-	-	-	-
Conservation and development	700	24,100	24,800	4,497,500	(4,472,700)
Capital outlay	-	-	-	166,663	(166,663)
Debt Service	268,549	-	268,549	116,072	152,477
Interest	-	-	-	-	-
Debt issuance costs	-	-	-	-	-
Total expenditures	<u>282,549</u>	<u>24,100</u>	<u>306,649</u>	<u>4,790,364</u>	<u>(4,483,715)</u>
Excess (deficiency) of revenue over expenditures	<u>(12,549)</u>	<u>(24,100)</u>	<u>(36,649)</u>	<u>(4,660,321)</u>	<u>(4,623,672)</u>
OTHER FINANCING SOURCES (USES)					
Transfers in	-	-	-	-	-
Transfers out	-	-	-	-	-
General obligation debt issued	-	-	-	-	-
Refunding debt issued	-	-	-	-	-
Premium (Discount) on debt issued	-	-	-	-	-
Payment to refunding escrow agent	-	-	-	-	-
Principal payment on current refunding	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-
Net change in fund balances - budgetary basis	\$ <u>(12,549)</u>	\$ <u>(24,100)</u>	\$ <u>(36,649)</u>	\$ <u>(4,660,321)</u>	\$ <u>(4,623,672)</u>
Adjustments to generally accepted accounting principles basis					
2019 encumbrances				(9,100)	
2020 encumbrances				5,900	
Net change in fund balances - generally accepted accounting principles basis				(4,663,521)	
Fund balances (deficit) - beginning				3,343,008	
Fund balances - ending				\$ (1,320,513)	

See 8/1/2020 Report

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">3/2/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorize an Evaluation to Determine the Feasibility of Establishing a Fiber Network to Access Internet Services for City of Franklin Business Operations, Including the Possibility of Additional Infrastructure to Serve the Community, at a Cost Not to Exceed \$12,567</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6.16.</i></p>

BACKGROUND

The City has been obtaining its internet services, using coaxial technology, from Spectrum/Time Warner Cable for quite some time. This technology is antiquated and causes a host of issues for the City including: unreliability, frequent outages, and slow connection speeds. This is not a best practices technology and truly puts the City behind most Cities and businesses technology wise. The goal of this study is to determine the cost and feasibility of getting on a fiber network so that the reliability and connection speeds are greatly improved. The City has done a lot of research on potential solutions including: being a customer of a business who has or is building out a fiber network in the area, contracting with a company to build out a dark fiber network that the City would own so it can obtain service from an existing ISP (internet service provider), 'renting' dark fiber from another entity, and even looked into the possibility of becoming it's own ISP.

After the initial research, including meetings with a number of potential vendors, staff sent an RFQ (Request for Qualifications) out to a number of business partners capable of assisting the City with this endeavor and received three (3) favorable proposals with various approaches to help move the City forward with regard to obtaining fiber internet services.

Also, City staff reached out to IT professionals from WiscNet, a very successful and desirable ISP due to reliability and affordability. WiscNet provides networking services to the vast majority of entities, including: public and private higher education institutions, K-12 School districts, libraries, municipalities, and hospitals throughout Wisconsin. WiscNet staff assisted City staff in reviewing the proposals and outlining a path forward.

ANALYSIS

Of the three (3) proposals received, two (2) of them were consulting type businesses that have assisted other municipalities and businesses in determining how to best obtain high speed, fiber internet including entities noted above as well as numerous private entities, and the third proposal was from a company that does everything from the planning and build out of the network to the ISP services.

Because staff feels like additional work needs to be done to determine the best path favorable with regard to the long-term plan and the most cost effective and efficient solution, it was determined that the turn key proposal from the third vendor would not be the most appropriate course of action at this time.

In regard to the two proposals from the consulting type companies, while staff believes that both vendors are qualified to perform the services, and both proposed similar project plans with almost the same costing

(within \$250 of one another), one of the vendors, Multimedia Communications & Engineering (MC&E), is preferred for the following reasons: (1) the company is good-sized and provides multiple resources compared to the other company which is a very small company; (2) the company has worked with many similar organizations across the state and in the Milwaukee metropolitan area including our own school district; and (3) the company has intimate knowledge of the current status of fiber infrastructure in the area which may provide a springboard for the City to utilize already existing infrastructure in some cases rather than having to build its own.

Please note that selecting the recommended vendor to partner with the City at this time does not prohibit the City from partnering with one of the other interested vendors later in the process. In fact, staff believes that this may be a very distinct possibility.

In addition to studying the options and feasibility for City operations to build and/or locate a fiber network and use that to obtain much improved internet services, there may be some additional initiatives that could be taken on to improve the infrastructure and feasibility of private buildouts in the City of Franklin in the future.

Because the City relies heavily on its internet connection now and it will only grow more reliant on it in the future, it is imperative that we seriously consider our options at this time so that we may move toward a permanent solution sooner rather than later.

Funding for this project was not specifically included in the 2021 budget, however there are available funds in the IT budget that were originally budgeted for a related project to improve the internet service at some of the City's outlying buildings, as well as some funds budgeted in the Administration budget for professional services as needed. Combined in those two budgets is funding sufficient to cover the cost of this needed study.

RECOMMENDATION

Staff recommends that the Common Council authorize an "Evaluation to Determine the Feasibility of Establishing a Fiber Network to Access Internet Services for City of Franklin Business Operations, Including the Possibility of Additional Infrastructure to Serve the Community", awarding this phase of the project to Multimedia Communications & Engineering, at a cost not to exceed \$12,567, and authorize the Director of Administration to execute the appropriate, related contracts as needed as well as take appropriate action to execute such agreement.

COUNCIL ACTION REQUESTED

Motion to authorize an "Evaluation to Determine the Feasibility of Establishing a Fiber Network to Access Internet Services for City of Franklin Business Operations, Including the Possibility of Additional Infrastructure to Serve the Community", awarding this phase of the project to Multimedia Communications & Engineering, at a cost not to exceed \$12,567, and authorize the Director of Administration to execute the appropriate, related contracts as needed as well as take appropriate action to execute such agreement.

<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MTG. DATE March 2, 2021</p>
<p>Reports & Recommendations</p>	<p>PROPOSAL TO DEVELOP A DOG PARK ON PROPERTY LOCATED IMMEDIATELY WEST OF 6855 SOUTH 27TH STREET (TAX KEY NO. 738-9974-005) AND AGREEMENT WITH THE SIGMA GROUP, INC. FOR ENVIRONMENTAL CONSULTING SERVICES FOR A NOT TO EXCEED FEE OF \$6,600</p> <p>THE COMMON COUNCIL MAY ENTER CLOSED SESSION PURSUANT TO WIS. STAT. § 19.85(1)(E), FOR MARKET COMPETITION AND BARGAINING REASONS, TO CONSIDER THE POTENTIAL ACQUISITION OF PROPERTY TO BE USED FOR PUBLIC DOG PARK PURPOSES IN THE CITY, AND TO REENTER OPEN SESSION AT THE SAME PLACE THEREAFTER TO ACT ON SUCH MATTERS DISCUSSED THEREIN AS IT DEEMS APPROPRIATE.</p>	<p>ITEM NO. <i>G.17.</i></p>

BACKGROUND

At the September 15, 2020, meeting of the Common Council, the Council reviewed a request by Ms. Shelley Tessmer, a District 3 business owner, to explore the possibility of a dog park on the property bearing Tax key: 738 9974 005 (See attached map). At their September 14, 2020, meeting, the Parks Commission had previously made a motion to recommend that Common Council investigate the concept of a dog park as a possible use for land on S. 27th Street. This item was forwarded to Common Council at the request of the Alderman of the District.

The Common Council moved to direct the City Attorney to look into lease options for a public dog park and report back to the Parks Commission. The dog park concept has, since that time, been under review by the Parks Commission.

As part of the review, concerns regarding the viability of the site have been raised. This property, referred to by US Environmental Protection Agency (EPA) as the “Fadrowski Drum Disposal Site,” was listed as a Superfund Site, due to past contamination. It was removed from the Superfund list in 2005 (FADROWSKI drum disposal site profile. (2017, October 20). As noted on February 09, 2021, from

<https://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.cleanup&id=0505178>) the site was designated as “Site Ready for Reuse and Redevelopment” on February 22, 2008. There are a clay cap and monitoring wells in place on the site.

As a result of these concerns, at their February 8, 2021, meeting, the Parks Commission made a motion to return the subject to the Common Council to determine whether or not to spend up to \$10,000 for a consultant to determine the viability of the Franklin Superfund Site to be repurposed as a dog park. Staff has asked Sigma Group, Inc to provide a proposal for these services. Sigma is a qualified environmental consultant who has worked with the City on previous projects. The enclosed agreement is an hourly contract with a not-to exceed budget of \$6,600. The scope of the project will be a document review and report summarizing site conditions, data gaps, recommended additional work, and preliminary site development risks based on available information.

Ms. Tessmer has also provided a letter with additional information for the Common Council to consider that is included in the Letters and Petitions for this Common Council meeting. It contains discussion of her business plan for the dog park and other relevant research regarding this property and examples of

municipal dog parks This information should be considered by Common Council in conjunction with risks that may/may not be warranted by the nature of the environmental conditions.

In total, the information would have great impact on negotiations with the current owner of the parcel in a lease or purchase offer

FISCAL NOTE

This item is not included in the 2021 adopted budget. If desired, funding is available in the General Fund Contingency or in Fund 46 – Capital Improvement Contingency

SUGGESTED MOTION(S)

A motion to enter closed session pursuant to Wis. Stat § 19.85(1)(e), for market competition and bargaining reasons, to consider the potential acquisition of property to be used for public dog park purposes in the City, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate;

And/or,

A motion to enter an agreement with The Sigma Group, Inc. for Environmental Consulting Services for a not to exceed fee of \$6,600 with funding provided by the [General Fund Contingency OR Capital Improvement Contingency].

And/or,

Such motion as the Common Council deems appropriate.

A G R E E M E N T

This AGREEMENT, made and entered into this 19th day of February, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and The Sigma Group, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 1300 W. Canal Street, Milwaukee, Wisconsin 53233.

W I T N E S S E T H

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Environmental Consulting Services.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for Environmental Document Review, as described in CONTRACTOR's proposal to CLIENT dated February 19, 2021, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$ 6,600], subject to the terms detailed below:

- A CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B Total price will not exceed budget of \$ 6,600 . For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A _____ will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C CONTRACTOR will appoint, subject to the approval of CLIENT, _____ CONTRACTOR's Project Manager and other key

providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below.

A. Limit of General/Commercial Liability	\$2,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$5,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts

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

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

VIII. TIME FOR COMPLETION

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

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local
- C Conflict of Interest CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to

continue to perform work under this Agreement.

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

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

THE SIGMA GROUP, INC.

BY _____

BY _____

PRINT NAME Stephen R. Olson

PRINT NAME David F. Scherzer

TITLE Mayor

TITLE Chief Executive Officer

DATE _____

DATE _____

BY _____

PRINT NAME Paul Rotzenberg

TITLE Director of Finance and Treasurer

DATE _____

BY _____

PRINT NAME Sandra L. Wesolowski

TITLE City Clerk

DATE _____

Approved as to form

Jesse A. Wesolowski, City Attorney

DATE _____

February 19, 2021

Project #19840

Glen E. Morrow, PE
City Engineer / Director of Public Works / Utility Manager
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

**RE.: File Review and Site Conditions Evaluation
Fadowski Drum Disposal Site
6801 S. 27th Street, Franklin, Wisconsin**

Dear Mr. Morrow:

Thank you for the opportunity to provide environmental services for the proposed development of the former superfund drum disposal site (Fadowski Drum Site) in Franklin, Wisconsin. The Sigma Group, Inc. (Sigma) is pleased to present this proposal to review the environmental related documents, evaluate the available site remediation and monitoring data, identify data gap, and evaluate risks associated with site development.

Sigma has extensive experience working with EPA Superfund investigation and remediation projects, landfill assessment, development, and monitoring projects. We propose our services to help you navigate through an initial assessment of site conditions, identification of potential environmental risks associated with the proposed development, and assistance with the various regulatory processes and requirements for site development, and to provide oversight services during development activities.

PROPOSED SCOPE OF WORK

Sigma will review the available site related documents the City of Franklin has provided and critical environmental investigation and remediation documents available through the WDNR and EPA web sites. As part of the file review, we will make attempts to locate other critical documents such as, past cleanup related documents generated for the site or the latest groundwater monitoring data which will be needed to identify any data gap and better assess the site risks.

Following the document review we will prepare a report summarizing site conditions, data gaps, recommend additional work, (if necessary, to fill the data gaps), and provide preliminary site development risks based on the available information.

The estimated level of effort to review the available documents and prepare a report is \$6,600. Additional efforts to attend meeting with the regulators and the City will be billed on a time and materials basis.

City of Franklin
File Review - Fadrowski Drum Site
February 19, 2021
Page 2

Sigma can initiate and complete the document reviews between three and four weeks and prepare the report in two weeks pending authorization to proceed and availability of the documents. We have attached Service Agreement for your review and execution to authorize Sigma to initiate the review work.

Again, we thank you for the opportunity to provide environmental services for this important project. Please feel free to contact us if you have any questions or would like to discuss the proposed activities.

Sincerely,

THE SIGMA GROUP, INC.



Mafizul Islam, P.E.
Senior Engineer



Kristin Kurzka, P.E., P.G.
Geoscience Manager

/attachment

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">March 2, 2021</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p>Villas of Franklin (Franklin Oaks Subdivision) Phase III Subdivision Development Agreement public improvements and improvements completion potential agreement with Villa Drive Associates, LLC. The Common Council may enter closed session pursuant to Wis. Stat § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to a Villas of Franklin (Franklin Oaks Subdivision) Phase III Subdivision Development Agreement public improvements and improvements completion potential agreement with Villa Drive Associates, LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6.18.</i></p>

Annexed hereto is a copy of a draft Conclusion of Subdivision Development Agreement for Villas of Franklin (Franklin Oaks Subdivision) Phase III negotiated between staff and the developer.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to a Villas of Franklin (Franklin Oaks Subdivision) Phase III Subdivision Development Agreement public improvements and improvements completion potential agreement with Villa Drive Associates, LLC, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

CONCLUSION OF SUBDIVISION DEVELOPMENT AGREEMENT FOR VILLAS OF FRANKLIN (Franklin Oaks Subdivision) Phase III

draft 2/25/21

WHEREAS, on March 1, 2016, the City of Franklin (“Franklin”) entered into a Subdivision Development Agreement with Villa Drive Associates, LLC (“Villa Drive”) for a property development generally referred to as: “Franklin Oaks Subdivision, Phase III”; and

WHEREAS, that Agreement required Villa Drive to provide Franklin a Letter of Credit, which has been issued by Tri City National Bank; and

WHEREAS, the City of Franklin wishes to undertake repairs and improvements within the development area that are outside the scope of the Development Agreement identified above; and

WHEREAS, although voluntarily dissolved on April 28, 2020 the parties acknowledge the authority of the Villa Drive’s member, Curtis Podd, to enter into any legal agreements necessary for the “winding up” of Villa Drive pursuant to Wis. Stat. §183.0903 (2020); and

WHEREAS, all parties wish to conclude the Development Agreement;

NOW, THEREFORE, the parties herein agree as follows:

1. Villa Drive Associates, LLC shall issue to the City of Franklin, sums in the amount of Seventy-Four Thousand Thirty (\$74,030) Dollars, receipt of which is hereby acknowledged, as funds necessary to satisfy all remaining obligations Villa Drive may have under the Development Agreement; Villa Drive acknowledges and confirms that it has and currently retains pursuant to Wis. Stat. §183.0903 a right of entry upon the lands supporting Pond 3 and hereby conveys its right of entry to Franklin for the purpose of providing the work regarding Pond 3 pursuant to the Subdivision Development Agreement for Villas of Franklin (Franklin Oaks Subdivision) Phase III; and

2. Upon execution of this agreement, it is understood that Villa Drive shall provide a copy to Tri City National Bank, issuer of the Letter of Credit identified above, acknowledging the conclusion of the Development Agreement, and the release of any potential or existing claims against the aforementioned Letter of Credit by the City of Franklin.

CITY OF FRANKLIN, WISCONSIN

Villa Drive Associates, LLC

BY: _____
Stephen R. Olson, Mayor

BY: _____
Curtis Podd, Managing Member

DATE: _____

DATE: _____

BY: _____
Paul Rotzenberg, Director of Finance and
Treasurer

DATE: _____

BY: _____
Sandra L. Wesolowski, City Clerk

DATE: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney
DATE: _____

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>SW</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">3/2/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Labor Contract Negotiations and Collective Bargaining Strategies.</p> <p style="text-align: center;">The Common Council may enter closed session pursuant to § 19.85(1)(c) and (e), Stats, to discuss collective bargaining strategy in negotiations with the Franklin Professional Firefighters Association Local 2760 I.A.F.F. and bargaining strategy relating to service levels and staffing for competitive and bargaining reasons and to re-enter open session at the same place thereafter to act on such matters discussed therein as the Common Council deems appropriate.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>M.19.</i></p>

COUNCIL ACTION REQUESTED

Motion to go into closed session: The Common Council may enter closed session pursuant to § 19.85(1)(c) and (e), Stats, to discuss collective bargaining strategy in negotiations with the Franklin Professional Firefighters Association Local 2760 I.A.F.F. and bargaining strategy relating to service levels and staffing for competitive and bargaining reasons and to re-enter open session at the same place thereafter to act on such matters discussed therein as the Common Council deems appropriate.

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APPROVAL <i>slw</i> <i>kg</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/02/2021
Bills	Vouchers and Payroll Approval	ITEM NUMBER I
<p>Attached are vouchers dated February 12, 2021 through March 1, 2021 Nos. 182132 through Nos. 182312 in the amount of \$ 4,294,582.50. Also included in this listing are EFT's Nos. 4511 through Nos. 4523. Library vouchers totaling \$ 69,661.89, Tourism vouchers totaling \$205.00, Water Utility vouchers totaling \$ 98,978.61 and Property Tax refunds totaling \$ 60,716.11. Voided checks in the amount of (\$ 8,920.00) are separately listed.</p> <p>Early release disbursements dated February 12, 2021 through February 26, 2021 in the amount of \$ 3,788,947.66 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.</p> <p>The net payroll dated February 26, 2021 is \$ 405,140.38, previously estimated at \$ 398,000. Payroll deductions dated February 26, 2021 are \$ 464,862.23 previously estimated at \$ 438,000.</p> <p>The estimated payroll for March 12, 2021 is \$ 398,000 with estimated deductions and matching payments of \$ 269,000.</p> <p>Attached is a list of property tax disbursements EFT's Nos. 362 through Nos. 367 and Nos. 280(S) through Nos. 282(S) dated February 12, 2021 through February 26, 2021 in the amount of \$ 6,903,904.25. \$ 20,796,678.38 represents settlements and \$ 95,103.34 represents refunds/other. These payments have been released as authorized under Resolution 2013-6920.</p>		
<p>COUNCIL ACTION REQUESTED</p>		
<p>Motion approving the following:</p> <ul style="list-style-type: none"> • City vouchers with an ending date of March 1, 2021 in the amount of \$ 4,294,582.50 and • Payroll dated February 26, 2021 in the amount of \$ 405,140.38 and payments of the various payroll deductions in the amount of \$ 464,862.23 plus City matching payments and • Estimated payroll dated March 12, 2021 in the amount of \$ 398,000 and payments of the various payroll deductions in the amount of \$ 269,000, plus City matching and • Property Tax disbursements with an ending date of February 26, 2021 in the amount of \$ 6,903,904.25. 		
<p>ROLL CALL VOTE NEEDED</p>		