

AMENDED G.1.1.*

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

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, OCTOBER 20, 2020 AT 6:30 P.M.

Due to the number of anticipated participants for the Citizen Comment Period, each participant will be limited to one comment of three minutes.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes - Regular Common Council Meeting of October 6, 2020.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Consent Agenda:
 - (a) Results of the Department of Public Works Sale of Surplus Equipment.
 - (b) An Ordinance to Modify the Municipal Code Section 245-5.D.(4) Designating Parking Restrictions on Both Sides of W. Statesman Way from S. 27th Street to S. 31st Street.
 - (c) A Resolution Authorizing Certain Officials to Accept a Pedestrian Access and Bicycle Path Easement for Ryanwood Manor Located at Approximately S. 76th Street and W. Oakwood Road (Now Known as Ryanwood Manor Subdivision).
 - (d) Installation of Lights for Oakes Estates Subdivision.
 - * 1.1. Update on Bear Development/Tax Incremental District No. 6.
 - 2. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Meat Processing Facility Use Upon Property Located at the Southwest Corner of the Intersection of West Loomis Road and the New Monarch Drive (Lot 83 of Ryan Meadows Subdivision) (Strauss Brands LLC, Applicant).
 - 3. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Approval of 3 Lot and 1 Outlot Certified Survey Map, Being Parcel 1 of

Certified Survey Map No. 5285, as Recorded in the Register of Deeds Office for Milwaukee County as Document No. 6286497, Being a Part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (JHB Properties, LLC, Owner) (3617 West Elm Road).

4. 2021 Proposed Budget.
5. A Resolution for Acquisition of Property for Public Park Located in the 8100 Block on the East Side of South Lovers Lane Road Bearing Tax Key Nos. 801-9984-000, 801-9985-000, 801-9986-000 and 801-9987-000 for \$325,000.
6. Extension of Agreement for Professional Services Emergency Medical Service User Fee Billing Services.
7. An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budget for the Equipment Replacement Fund to Provide the Appropriation for a Replacement Inspection Services Vehicle in the Amount of \$30,168.
8. Authorization to Purchase HP ProLiant DL385 Backup Servers for City Hall and Police Department.
9. Purchase of Microsoft Windows, Office and Bitdefender Licenses Under Multiple Grants.
10. Recommendation for 2021 Health Reimbursement Arrangement (HRA) and Health Savings Account (HAS) Administration Services.
11. A Resolution Authorizing Certain Officials to Execute A Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development at the south side of West Elm Road in the approximately South 3500 Street block area to the west, to be bounded on the north by West Elm Road to be extended to the west, and South Hickory Street on the east, and to straddle South Birch Street and West Aspen Way, all to be developed; and Development Agreement for JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development (Public Improvements). 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 Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development and a Development Agreement for JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development (Public Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the development agreements for the development of property located on the south side of West Elm Road in the approximately 3500 block area were West Elm Road to be extended to the west, consisting of approximately 79.79 acres, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
12. Address Employee Complaint. The Common Council may enter closed session 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,

Common Council Meeting Agenda

October 20, 2020

Page 3

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.

H. Licenses and Permits.

Miscellaneous Licenses - License Committee Meeting of October 20, 2020.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*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:

October 22	Plan Commission Meeting	7:00 p.m.
October 31	Trick or Treat Observance	4:00 p.m. to 7:00 p.m.
November 2	Common Council Meeting	6:30 p.m.
November 3	General & Presidential Election	7:00 a.m.-8:00 p.m.
November 5	Plan Commission Meeting	7:00 p.m.
November 17	Common Council Meeting	6:30 p.m.
November	Plan Commission Meeting	7:00 p.m.
November 26 & 27	Thanksgiving	City Hall Closed

C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
OCTOBER 6, 2020
MINUTES

ROLL CALL

A. The regular meeting of the Common Council was held on October 6, 2020 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber and Alderman John R. Nelson. 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.1. Citizen comment period was opened at 6:32 p.m. and closed at 6:53 p.m.

MILWAUKEE
MILKME
PROCLAMATION

B.2. Mayor Olson presented a Proclamation Declaring Our Pride in the Milwaukee Milkmen Professional Baseball Team in the Hometown City of Franklin Being the 2020 American Association of Independent Baseball Champions.

MINUTES
SEPTEMBER 15, 2020

C. Alderman Barber moved to approve the minutes of the regular Common Council Meeting of September 15, 2020 as presented at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried.

MAYORAL
APPOINTMENTS

E. Alderman Dandrea moved to confirm the following Mayoral Appointments:

1. Peggy LeMahieu, 7534 W. Tuckaway Pines Circle, Ald. Dist. 1, Board of Health, for a 2 year unexpired term expiring 04/30/22.
2. Eric Heinritz, 7906 S. 68th St., Ald. Dist. 4, Architectural Board, for a 3 year unexpired term expiring 04/30/21.
3. James Rehberger, 5522 W. South County Line Rd, Ald. Dist. 4, Technology Commission, for a 3 year unexpired term expiring 04/30/23.
4. Timothy Wachter, 3930 W. Victory Creek Dr., Ald. Dist. 3, Economic Development Commission, for a 2 year unexpired term expiring 06/30/22.
5. David Cyra, 8622 S. Avian Way, Ald. Dist 1, Architectural Board as an Alternate Member, for a 3 year unexpired term expiring 04/30/21.
6. Dr. Judy Miller, School Superintendent, Library Board for a 3 unexpired term expiring 06/30/23.

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

RES. 2020-7670
SALE OF \$9,770,000 GO
REFUNDING BONDS

G.1. Alderman Barber moved to adopt Resolution No. 2020-7670, A RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED \$9,770,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020A. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

RES. 2020-7671
AUTHORIZING GO
BONDS NOT TO
EXCEED \$3,175,000

G.2. Alderwoman Hanneman moved to adopt Resolution No. 2020-7671, AN INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$3,175,000 FOR COMMUNITY DEVELOPMENT PROJECTS IN TAX INCREMENTAL DISTRICTS. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

RES. 2020-7672
SALE OF GO BONDS
NOT TO EXCEED
\$3,175,000

Alderman Dandrea moved to adopt Resolution No. 2020-7672, A RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED \$3,175,000 GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS, SERIES 2020B. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

RES. 2020-7673
NOTICE TO ELECTORS
RELATING TO BOND
ISSUE

Alderwoman Wilhelm moved to adopt Resolution No. 2020-7673, A RESOLUTION DIRECTING PUBLICATION OF NOTICE TO ELECTORS RELATING TO BOND SALES. Seconded by Alderman Dandrea. All voted Aye; motion carried.

SOUND SYSTEM AT
FRANKLIN FIELD

G.3. Alderman Mayer moved to table the contract with Shen, Milsom & Wilke for sound consulting services at Ballpark Commons using \$5,000 of General Fund Contingency appropriations for further staff review to recommend what would need to be put in place for preparation of a comprehensive study. Seconded by Alderwoman Wilhelm.

Alderman Nelson moved to suspend the regular order of business to allow Mike Zimmerman to speak. Seconded by Alderman Barber. All voted Aye; motion carried. Alderman Nelson moved to return to the regular order of business. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

Alderman Mayer moved to amend the motion to include that this return to the Common Council no later than December 1, 2020. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

On the main motion as amended, all voted Aye; motion carried.

PROCLAMATION

G.4. Mayor Olson presented a Light and Unite RED Proclamation.

- RES. 2020-7674
WATER MAIN
EASEMENT
9720 AND 9750 S.
OAKWOOD PARK DR.
- G.5. Alderwoman Wilhelm moved to adopt Resolution No. 2020-7674, A RESOLUTION TO AUTHORIZE STAFF TO EXECUTE AND RECORD THE ATTACHED WATER MAIN EASEMENT FROM 9720 AND 9750 SOUTH OAKWOOD PARK DRIVE (WISCONSIN COMMERCIAL, LLC) TAX KEY 900-0010-005. Seconded by Alderman Nelson. All voted Aye; motion carried.
- POLICE SERGEANT
JOB DESCRIPTION
- G.6. Alderwoman Wilhelm moved to approve the revised job description for Police Sergeant. Seconded by Alderman Mayer. All voted Aye; motion carried.
- RES. NO. 2020-7675
URBAN FORESTRY
GRANT
- G.7. Alderman Mayer moved to adopt Resolution No. 2020-7675, A RESOLUTION TO MAKE A 2021 GRANT APPLICATION REQUEST OF \$10,000 (FOR A PROJECT TOTAL OF \$20,000) FROM THE 2021 WDNR URBAN FORESTRY CATASTROPHIC STORM GRANT PROGRAM AND UNSPECIFIED AMOUNTS FOR YET TO BE DETERMINED CATASTROPHIC STORM EVENT. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- NOXIOUS WEED
PROPOSAL
- G.8. Alderman Mayer moved to refer to the Environmental Commission, to work with staff to develop a proposal for classification of Buckthorn as a noxious weed. Seconded by Alderman Barber. All voted Aye; motion carried.
- BILLBOARDS ON W.
RAWSON AVE. AND S.
27TH ST.
- G.9. No action was taken on a status report of billboards on Wisconsin Department of Transportation owned properties at W. Rawson Avenue and S. 27th Street.
- RES. NO. 2020-7676
MAINTENANCE
AGREEMENT FOR
W. LOOMIS RD.
- G.10. Alderman Nelson moved to approve Resolution No. 2020-7676, A RESOLUTION TO AUTHORIZE STATE/MUNICIPAL MAINTENANCE AGREEMENT FOR W. LOOMIS ROAD (STH 36) FROM STH 100 TO S. 51ST STREET RELATED TO CONSTRUCTION OF A PATHWAY AND RELATED FEATURES. Seconded by Alderman Barber. All voted Aye; motion carried.
- MAYOR'S 2021
RECOMMENDED
BUDGET
- G.11. Alderman Barber moved to amend the 2021 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the schedule to be included in the Proposed 2021 City of Franklin Budget for the Public Hearing scheduled for November 17, 2020. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

- ORD. NO. 2020-2449
STOP SIGNS AND
YIELD SIGNS
- G.12. Alderman Dandrea moved to adopt Ordinance No. 2020-2449, AN ORDINANCE TO CODIFY THE MUNICIPAL CODE SECTIONS 245-3.B. STOPS REQUIRED AND 245-3.D. YIELDS REQUIRED. Seconded by Alderman Mayer. All voted Aye; motion carried.
- ORD. NO. 2020-2450
PARKING
RESTRICTIONS W.
CORTEZ CIR.
- G.13. Alderman Nelson moved to adopt Ordinance No. 2020-2450, AN ORDINANCE TO MODIFY THE MUNICIPAL CODE SECTION 245-5.D.(4) DESIGNATING PARKING RESTRICTIONS ON THE NORTH SIDE OF W. CORTEZ CIRCLE TO 176 FEET EAST OF THE CURBLINE OF S. LOVERS LANE ROAD. Seconded by Alderman Mayer. All voted Aye; motion carried.
- DEPT. OF PUBLIC
WORKS HVAC
SYSTEM
- G.14. Alderman Barber moved to authorize the Department of Public Works staff to execute an agreement with Pure Mechanical LLC for the replacement of the split heating and cooling system at the Franklin DPW Building, for the amount of \$29,000.00. Seconded by Alderman Mayer. All voted Aye; motion carried.
- DEPT. OF PUBLIC
WORKS SURPLUS
EQUIPMENT
- G.15. Alderman Nelson moved to authorize Auction Associates to accept the highest bid, on behalf of the Franklin Department of Public Works, for the items, listed on the Common Council Action Sheet for this meeting, being auctioned at their facility on October 10, 2020, and to authorize the Department of Public Works to use Auction Associates to auction surplus and used equipment and vehicles in the future, with permission from Board of Public Works, providing the Common Council with results to view after the auction has closed. Seconded by Alderman Barber. Alderman Nelson withdrew his motion and Alderman Barber withdrew his second.
- Alderman Nelson then moved to authorize the Department of Public Works to use Auction Associates to auction surplus and used equipment and vehicles in the future, with permission from Board of Public Works, providing the Common Council with results to view after the auction has closed. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- AUDIO/VISUAL
EQUIPMENT
- G.16. Alderwoman Hanneman moved to authorize the Director of Administration to execute a quotation and purchase order with Heartland Business Systems to supply and install Audio/Visual Equipment, as well as programming of the same, to be used in the Council Chambers and the Hearing Room, which will also serve as a back-up Emergency Operations Center, for Public Meeting in response to COVID-19, under the CARES Act Funding, Routes to Recovery: Local Government Aids Grant, in an amount not to exceed \$71,300. The appropriation for this purchase is in place, through the already

approved contingency authorized by the Common Council in March of 2020, for COVID-19 purposes. Seconded by Alderman Barber. All voted Aye; motion carried.

TOUCHLESS
PLUMBING AT CITY
HALL AND LIBRARY

G.17. Alderman Barber moved to authorize the Director of Administration to execute a quotation and purchase order with Horner Plumbing to supply and install touchless plumbing fixtures, including faucets, toilet flush valves, and various other related devices for City Hall and the Library in an amount not to exceed \$24,900. Seconded by Alderman Mayer. All voted Aye; motion carried.

BADGER BOOKS

G.18. Alderwoman Wilhelm moved to approve the purchase of additional Badger Books (electronic poll books) in an amount not to exceed \$21,500 and to direct staff to apply for reimbursement form the Routes to Recovery: Local Government Aid Grant Program. The appropriation for this purchase is in place, through the authorized contingency, authorized by the Common Council in March of 2020 for COVID-19 purchases. Seconded by Alderman Dandrea. All voted Aye; motion carried.

2021 EMPLOYEE
BENEFITS

G.19. Alderman Dandrea moved to approve the 2021 employee benefit-related coverages, carriers, and premium shares, including: health insurance, stop loss coverage, wellness, health and wellness supplementary program, and dental insurance; and authorize the Director of Administration to execute the appropriate, related contracts. Seconded by Alderman Barber. All voted Aye; motion carried.

AUGUST 2020
FINANCIAL REPORT

G.20. Alderman Barber moved to receive and place on file the August 2020 Monthly Financial Report. Seconded by Alderman Nelson. All voted Aye; motion carried.

LICENSES AND
PERMITS

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

Grant 2020-2021 Operator Licenses to: Garry Bignell, 8254 S. 88th St., Franklin; Chloe Drajkowski, 8108 S. Legend Dr., Franklin; Kimberly Hill, 1240 S. 98th St., West Allis;

Hold the Operator License application of Rachel Martinez, 2561 S. 13th St., Milwaukee, for appearance; and

Grant the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant to the following: David/Noah Grandsard, First Responders Granite Memorial Project.

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

H.2. Alderman Nelson moved to approve the Extraordinary Entertainment and Special Event License for The Hill Has Eyes, 7900 S. Ballpark Drive (Scot Johnson/ROC Ventures, LLC, Applicant), on Fridays

(10/9, 10/16, 10/23, 10/30) and Saturdays (10/10, 10/17, 10/24, 10/31), with the understanding that all COVID-19 precautions be in place; and their plan has been worked with and approved by the Director of Health & Human Services; and all patrons and staff shall wear face coverings at all times; and that all ticket sales and DJ music will end at 11:00 p.m.; and that patrons will be in the last attraction by 12:00 Midnight and complete the last attraction by 12:15 a.m.; and further to direct that the Director of Health and Human Services or her designee appear during the event each day to confirm compliance, unless other priorities arise requiring her presence/duties. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Nelson moved to approve the following:
City vouchers with an ending date of October 1, 2020 in the amount of \$2,054,769.64; Payroll dated September 25, 2020 in the amount of \$413,140.10 and payments of the various payroll deductions in the amount of \$438,912.56 plus City matching payments; Estimated payroll dated October 9, 2020 in the amount of \$400,000.00 and payments of the various payroll deductions in the amount of \$230,000.00, plus City matching payments; Property Tax disbursements with an ending date of September 30, 2020 in the amount of \$7,970.60. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
BALLPARK COMMONS
DEV. AGREEMENT

- G.21. Alderman Dandrea motion to enter into closed session at 9:10 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to an Amendment to Tax Incremental District No. 5 Ballpark Commons Development project Agreement Regarding Impact Fees and Irrevocable Payment Bond by BPC Golf Entertainment, LLC and BPC County Land, 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. Seconded by Alderwoman Hanneman. On roll call, Alderman Dandrea, Alderwoman Wilhelm, Alderwoman Hanneman, Alderman Barber, and Alderman Nelson voted Aye; Alderman Mayer voted No. Motion carried.

Upon reopening at closed session at 9:35 p.m., Alderman Dandrea moved to direct collection of the hotel impact fees, in place of the Luxe Golf impact fees, (due to the construction) not currently commencing; however, retain and defer the 10% interest until the impact fee for Luxe Golf or other improvements on that parcel is paid; and further to amend the Agreement Regarding Impact Fees accordingly. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
POTENTIAL PROPERTY
FOR PUBLIC PARK

G.22 Alderman Barber moved to enter into closed session at 9:37 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to consider the potential acquisition of properties to be used for public park purposes in the City of Franklin, including, but not limited to properties for what has been conceptually termed water tower park, located in the 8100 block on the east side of South Lovers Lane Road bearing Tax Key Nos. 801-9984-000, 801-9985-000, 801-9986-000 and 801-9987-000, 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.

Upon reentering open session at 9:50 p.m. Alderman Barber moved to direct staff to proceed with a counter offer as discussed in closed session. Seconded by Alderman Dandrea. All voted Aye; motion carried.

ADJOURNMENT

J. Alderman Barber moved to adjourn the meeting at 9:51 p.m. Seconded by Alderman Dandrea. All voted Aye; motion carried.

Blank Page

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/20/20
REPORTS & RECOMMENDATIONS	Results of the Department of Public Works Sale of Surplus Equipment	ITEM NUMBER <i>G.I.(a)</i>

The following are the results of the sale of DPW surplus equipment through Auction Associates at their facility on October 10th, 2020:

EQUIPMENT	AUCTION SALE PRICE
One (1) Tandem Axel Truck, #742	\$16,000.00
One (1) One-Ton Truck W/Plow and Salter, #747	\$10,500.00
One (1) Single Axle Salt Spreader	\$175.00
One (1) Small Utility Trailer	\$300.00
Rubber Pads for Old Excavator	\$75.00
Metal Tracks for Skid Steer (set #1 w/spacers)	\$525.00
Metal Tracks for Skid Steer (set #2 w/spacers)	\$600.00
Mortar Mixer	\$350.00
Cement Mixer	\$150.00
Approx. Eight (8) Various Turnbuckles	\$50.00
One (1) Core Cut 2500 Road Saw	\$900.00
One (1) Air Compressor	\$850.00
One (1) Towable Air Compressor	\$7,000.00
Five (5) Truck Rims	\$10.00
One (1) Stump Grinder	\$3,100.00
Sub-Total	\$40,585.00
Auction Fee	-\$3955.20
Total	\$36,629.80

COUNCIL ACTION REQUESTED

This item is for Council review only, no action necessary.

Date: 10-15-2020 11:44:51

10102020

AUCTION ASSOCIATES INC, PO BOX 418, RIPON, WI 54971 920-748-3002
FAX 920-748-9605**** www.auctionassociatesinc.com
SALES TAX #456000045967703

Settlement: JERRY SCHAEFER 414-425-2592 Page 1
Seller: 147 CITY OF FRANKLIN PUBLIC WORKS
7979 RYAN ROAD
FRANKLIN WI 53132

Item	Description	Qty	Total	
351	2000 FORD F450 3/4 DUMP MILES:114760 VIN 1FDXF47F3YED36640 747 W/FLOW, SALTER, DIESEL	1	10500.00	11.11.30
365	2000 STERLING TANDUM DUMP MILES 102603 VIN 2FZMJBB9YAA76149 742 DIESEL, WON'T GO IN 6TH GEAR	1	16000.00	11.33.14
52	SMALL UTILITY TRAILER 4'X8' TILT REMOVABLE SIDES, NO TAG	1	300.00	13.15.35
50	V-BOX SALTER	1	175.00	13.22.30
15	5-DAYTON 22 5X10" TRUCK RIMS	1	10.00	13.27.56
16	8 VARIOUS TURN BUCKLES 3'8" CLOSED/5'6" OPEN	1	50.00	13.28.38
18	2001 INGERSOL RAND XP185 AIR COMPRESSOR TOWABLE	1	7,000.00	13.52.00
17	RUBBER PADS FOR EXCAVATOR (200 312C) USED	1	75.00	13.52.52
14	INGERSOL RAND T30 2545E10 AIR COMPRESSOR VIN 816515	1	850.00	13.54.41
12	NEW HOLLAND METAL TRACKS FOR SKID STEER WITH SPACERS	1	525.00	13.56.28
13	NEW HOLLAND METAL TRACKS FOR SKID STEER WITH SPACERS	1	600.00	13.57.10
10	CORE CUT 2500 ROAD SAW	1	900.00	14.02.03
11	BRADCO SG30 STUMP GRINDER ATTACHES TO SKID STEER	1	3,100.00	14.03.16
4	STONE CHAMPIONS 655PM MOTAR MIXER VIN 252007139 HONDA GX160 GAS ENGINE	1	350.00	14.07.22
3	BEST CEMENT MIXER GAS, 8HP BRIGGS	1	150.00	14.07.42

Items. 15 Amount: 40,585.00

Comm#	Rate	Items	Total	Comm\$
1	12.0000	11	3,985.00	478.20
2.	9.5000	4	36,600.00	3,477.00
		15	40,585.00	3,955.20

Less adjustments: -3,955.20

Net due to seller: 36,629.80

SIGNED _____ DATE _____

Please sign and return one copy to us or fax a copy to 920-748-9605
OR e-mail to tim.auctionassociatesinc.com
AUCTION DATE June 20, 2020

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE October 20, 2020
Reports & Recommendations	ORDINANCE TO MODIFY THE MUNICIPAL CODE SECTION 245-5. D. (4) DESIGNATING PARKING RESTRICTIONS ON BOTH SIDES OF W. STATESMAN WAY FROM S. 27TH STREET TO S. 31ST STREET	ITEM NO. <i>G.1.(b)</i>

BACKGROUND

Resolution 2017-7309 approved a multifamily residential development for Zilber LTD located at 7333 S. 27th Street. This development included a new road, W. Statesman Way, that was designed at 24-foot width and not intended to have on street parking. Furthermore, the builder of the multifamily residential apartments (Resolution 2020-022) allowed for additional off-street parking for the multi-family development.

ANALYSIS

The construction is sufficiently completed that Staff is ready to post no-parking for W. Statesman Way. The no-parking should be for both directions along the entirety of the new street.

The Board of Public Works considered the matter at the October 13, 2020, meeting and recommended to Common Council that this new road between S. 27th Street and S. 31 Street be designated as no-parking on both sides.

The following should be added to the municipal code:

§ 245-5 Parking, stopping and standing regulated.

- D. No parking.
- (4) At any time on the following streets or portions of streets:

Name of Street	Sides	Location
W. Statesman Way	North and South	From S. 27 th Street to S. 31 st Street

OPTIONS

- A. Follow Staff's recommendation and restrict parking on the both sides of W. Statesman Way. Or
- B. Give further guidance to Staff.

FISCAL NOTE

Adding the existing signs and painting for the curb may be accomplished within the existing DPW budget.

RECOMMENDATION

(Option A) Ordinance 2020-_____ an ordinance to modify the Municipal Code Section 245-5. D. (4) designating parking restrictions on both sides of W. Statesman Way from S. 27th Street to S. 31st Street.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2020-_____

ORDINANCE TO MODIFY THE MUNICIPAL CODE SECTION 245-5. D. (4)
DESIGNATING PARKING RESTRICTIONS ON BOTH SIDES OF W. STATESMAN WAY
FROM S. 27TH STREET TO S. 31ST STREET

WHEREAS, a new development at 7333 S. 27th Street created a new road, W. Statesman Way, not intended for on-street parking; and

WHEREAS, the Board of Public Works considered the matter at the October 13, 2020, meeting and recommended to Common Council that this new road between S. 27th Street and S. 31st Street be designated as no-parking on both sides.

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

SECTION I. Section 245-5. D. (4) of the Municipal Code of the City of Franklin is hereby amended as follows:

Name of Street	Sides	Location
W. Statesman Way	North and South	From S. 27th Street to S. 31st Street

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL <i>Stw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE October 20, 2020
Reports & Recommendations	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT FOR RYANWOOD MANOR LOCATED AT APPROXIMATELY S. 76TH STREET AND W. OAKWOOD ROAD (NOW KNOWN AS RYANWOOD MANOR SUBDIVISION)	ITEM NO. <i>6.1.(a)</i>

BACKGROUND

Pursuant to the development of Ryanwood Manor, please be advised that it is necessary to accept easements for a pedestrian access and bicycle path easement. All other easements for this development were dedicated in February 2020.

ANALYSIS

The attached easement includes the land to accommodate the referenced public improvements and all applicable appurtenances. The public improvements and all applicable appurtenances will be accepted after construction is complete and applicable inspection and testing indicate that the facilities are satisfactorily installed per applicable plans and specifications.

FISCAL NOTE

None

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2020 - _____, a resolution to accept a pedestrian access and bicycle path easement for Ryanwood Manor located at approximately S. 76th Street and W. Oakwood Road.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT
A PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT
FOR RYANWOOD MANOR
LOCATED AT APPROXIMATELY S. 76TH STREET AND W. OAKWOOD ROAD
(Now known as Ryanwood Manor Subdivision)

WHEREAS, an easement is required to install, maintain and operate a Pedestrian Access and Bicycle Path for Oakwood at Ryan Creek, which is now known as Ryanwood Manor Subdivision:

WHEREAS, Oakwood at Ryan Creek, LLC has agreed to grant the City this easement;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such easement and therefore the Mayor and City Clerk are hereby authorized and directed to execute the easement accepting it on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easement with the Register of Deeds for Milwaukee County.

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

GEM/db

PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT

RYANWOOD MANOR

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and OAKWOOD AT RYAN CREEK, LLC, hereinafter referred to as "Grantor" (including successors and assigns of the City as may become applicable and including the heirs, executors, administrators, successors and assigns of above Grantor as may be or may become applicable)

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property particularly described on Exhibit "A" which is attached hereto and incorporated herein (the Property), and

WHEREAS, the City desires to acquire a perpetual easement with the right of entry in and across a portion of the property as the same is more particularly herein described only for the following use: A recreational path (sometimes herein referred to as the "Facilities") for the benefit of the public for walking, jogging, bicycling, and other non-motorized outdoor activities which do not unreasonably disturb the Grantor; and the City shall have the right to build and construct and operate, maintain, repair, reconstruct and inspect (but not to enlarge or relocate) said path. The location and the legal description of the Pedestrian Access and Bicycle Path Easement area are shown on "Exhibit "C"; and

WHEREAS, the construction and installation of the Facilities shall be made by the Grantor at the Grantor's expense and the Facilities shall be the property of the City (recognizing that the property interest of the City is only that as arises under this easement), subject to the terms and conditions set forth below

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, and the payment of One Dollar (\$1.00) and other valuable consideration to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual easement on that part of the Northeast Quarter (NE 1/4) and Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 28, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit "B" attached hereto (the "Easement Area")

- 1 That said recreational path shall be maintained and kept in good order and condition by the City at the sole cost and expense of the City. In the event the Grantor believes that the path is not kept in suitable repair, it shall by written informal petition advise the City Council of same and request a reply or remediation within 60 days. In the event the City does not respond or the parties do not reach agreement on the necessity for repair, the Grantor may apply to the circuit court for relief, without the necessity of a Notice of Claim or Notice of Injury, provided, however, that either the City or the Grantor may, with respect to any disagreement, require that both parties submit to binding arbitration.
- 2 That in and during whatever construction, reconstruction or repair work is or becomes necessary in constructing or maintaining of said Facilities, so much of the surface or subsurface of the easement area or the Grantor's property adjacent to the easement area as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance. The City shall indemnify and defend the Grantor and its officers, agents, employees and members from all liability, suits, actions, claims, costs, damages and expenses of every kind and description, including court costs and legal fees, for claims of any character arising out of construction, maintenance or use of the recreational path, including liability and expenses in connection with the loss of life, personal injury, or damage to property, or any of them, brought because of any injuries or damages received or sustained by any person, persons or property on account of or arising out of the use of the easement property, excepting where proximately caused by the intentional, wanton or willful act or omission of Grantor, its officers, agents, employees and /or members
- 3 That no structure may be placed within the limits of the easement area by the City or the Grantor, except for the Facilities
- 4 That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property.
- 5 The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City for any underground installation within the easement area, which approval shall not unreasonably be withheld, conditioned or delayed. The Grantor

makes no representation or warranty with respect to any other easements which may exist at the time of the granting of this easement which may encroach upon or interfere with the use contemplated in this easement. In the event there is a conflict, this easement shall be subordinate to previously granted easements and the City shall hold the Grantor harmless of any conflict.

- 6 That the Grantor shall not alter the surface elevation within the limits of said Easement Area
- 7 The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
- 8 Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as paid of its costs, reasonable attorneys' fees
- 9 This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns
- 10 No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition
- 11 If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law
- 12 This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin
- 13 In the event that the recreational path (the 'Facilities') is discontinued or abandoned by the City, the City shall, at its expense, remove all asphalt, concrete or other structural improvement related to the path and restore the property in conformity with adjacent landscaping and vacate this easement

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this 21st day of September, 2020

OAKWOOD AT RYAN CREEK, LLC

By [Signature]
STEVE DECLEENE - MANAGER

CITY OF FRANKLIN

By _____
STEPHEN R OLSON - MAYOR

By _____
SANDRA L. WESOLOWSKI - CITY CLERK

STATE OF WI
COUNTY OF Waukesha ss

Before me personally appeared on the 21 day of September, 2020 the above-named STEVE DECLEENE, MANAGER of OAKWOOD AT RYAN CREEK, LLC to me known to be the person who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said limited liability company.



Wendy Griffin + Wendy Griffin
NOTARY PUBLIC
My commission expires 2/3/21

STATE OF WISCONSIN
COUNTY OF MILWAUKEE)

On this _____ day of _____, 20__, before me personally appeared Stephen R. Olson and Sandra L. Wesolowski, who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to Resolution File No _____ adopted by its Common Council on _____, 20__

Notary Public, Milwaukee County, Wisconsin
My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents
Date _____
City Engineer

Approved as to form only
Date _____
City Attorney

Exhibit A

(Description of the Property)

Ryanwood Manor, a subdivision recorded in the Register of Deeds Office for Milwaukee County as Document No 10878187, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

Exhibit B

(Depiction of the Easement Area and Legal Description of Easement Area)

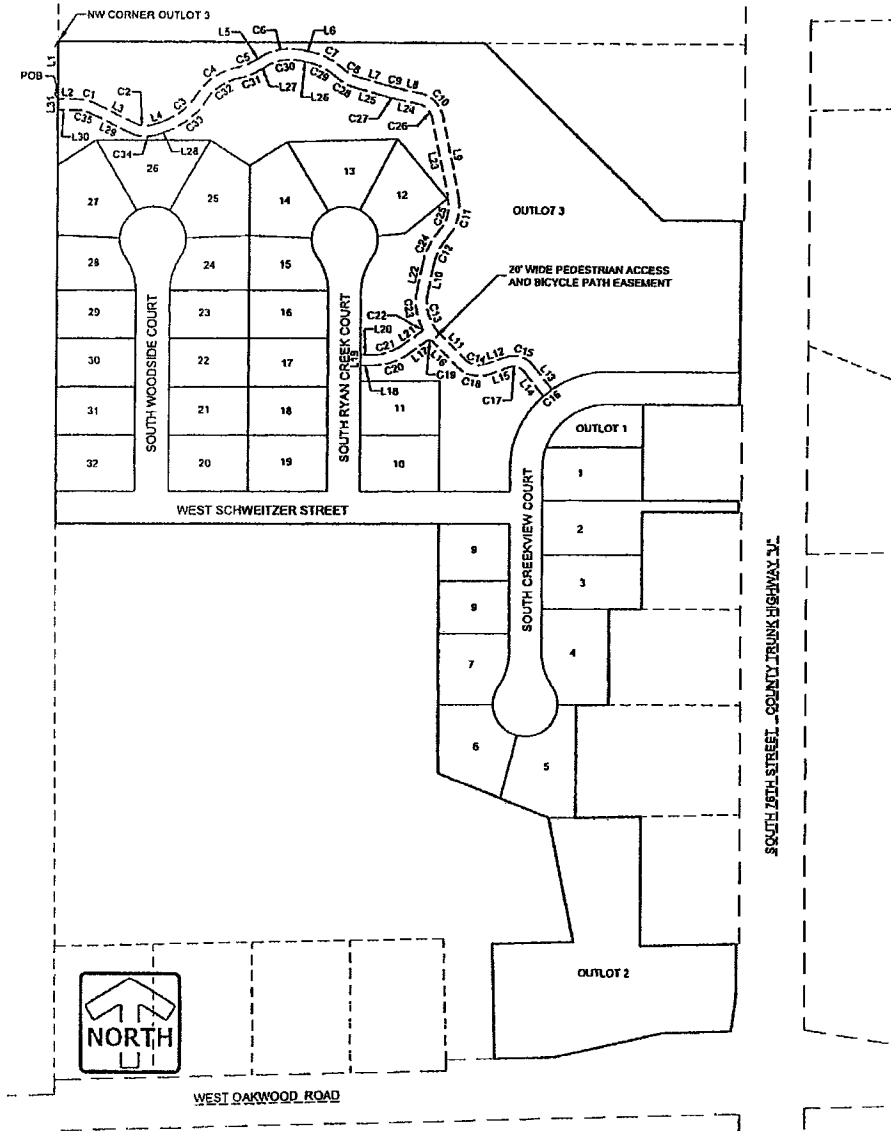


Exhibit C

(Depiction of the Easement Area and Legal Description of Easement Area)

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CH LENGTH
C1	42.22'	90.00'	28°52'47"	S76°55'36"E	41.84'
C2	32.88'	40.00'	47°05'59"	S87°02'12"E	31.96'
C3	76.70'	115.00'	38°12'58"	N50°18'20"E	75.29'
C4	90.79'	110.00'	47°17'18"	N54°50'30"E	88.23'
C5	30.78'	90.00'	19°35'32"	N68°41'23"E	30.63'
C6	79.92'	105.00'	43°36'33"	N80°41'54"E	78.00'
C7	65.95'	125.00'	30°13'39"	S62°23'01"E	65.18'
C8	30.96'	65.00'	27°17'13"	S60°54'48"E	30.66'
C9	25.36'	495.00'	2°56'05"	S76°01'27"E	25.35'
C10	62.04'	54.00'	65°49'47"	S44°34'36"E	58.69'
C11	82.72'	90.00'	52°39'48"	S14°40'11"W	79.84'
C12	57.74'	110.00'	30°04'39"	S25°57'45"W	57.08'
C13	82.93'	85.00'	55°54'00"	S17°01'34"E	79.88'
C14	39.53'	35.00'	64°42'47"	S77°19'58"E	37.46'
C15	55.84'	45.00'	71°05'58"	S74°08'22"E	52.33'
C16	20.01'	100.00'	8°22'10"	S61°24'37"W	20.00'
C17	31.02'	25.00'	71°05'58"	N74°08'22"W	28.07'
C18	62.12'	55.00'	64°42'47"	N77°19'58"W	58.67'
C19	7.10'	5.00'	81°21'36"	N85°39'22"W	6.52'
C20	69.06'	110.00'	35°58'12"	S71°38'55"W	87.93'
C21	56.50'	90.00'	35°58'12"	N71°38'55"E	55.58'
C22	7.17'	5.00'	82°09'45"	N12°34'57"E	6.57'
C23	72.25'	105.00'	39°25'21"	N08°47'15"W	70.83'
C24	68.24'	130.00'	30°04'39"	N25°57'45"E	67.46'
C25	64.34'	70.00'	52°39'48"	N14°40'11"E	62.10'
C26	39.06'	34.00'	65°49'47"	N44°34'36"W	36.95'
C27	26.38'	515.00'	2°56'05"	N76°01'27"W	26.38'
C28	40.48'	85.00'	27°17'13"	N60°54'48"W	40.10'
C29	55.39'	105.00'	30°13'39"	N62°23'01"W	54.75'
C30	84.70'	85.00'	43°36'33"	S80°41'54"W	63.15'
C31	37.51'	110.00'	19°35'32"	S68°41'23"W	37.43'
C32	74.28'	90.00'	47°17'18"	S54°50'30"W	72.19'
C33	90.04'	135.00'	38°12'58"	S50°18'20"W	88.38'
C34	49.32'	60.00'	47°05'59"	N87°02'12"W	47.95'
C35	32.81'	70.00'	28°52'47"	N76°55'36"W	32.54'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	S00°21'59"E	106.99'
L2	N89°38'01"E	31.79'
L3	S63°29'12"E	78.74'
L4	N69°24'48"E	21.69'
L5	N58°53'37"E	18.67'
L6	S77°29'50"E	16.34'
L7	S74°33'24"E	54.38'
L8	S77°29'30"E	38.45'
L9	S11°39'43"E	154.22'
L10	S10°55'26"W	52.48'
L11	S44°58'35"E	68.65'
L12	N70°18'39"E	40.17'
L13	S38°35'23"E	57.79'
L14	N38°35'23"W	57.79'
L15	S70°18'39"W	40.17'
L16	N44°58'35"W	70.19'
L17	S53°39'50"W	44.23'
L18	S89°38'01"W	22.39'
L19	N00°21'59"W	20.00'
L20	N89°38'01"E	22.39'
L21	N53°39'50"E	44.24'
L22	N10°55'26"E	52.48'
L23	N11°39'43"W	154.22'
L24	N77°29'36"W	38.45'
L25	N74°33'24"W	54.38'
L26	N77°29'50"W	16.34'
L27	S58°53'37"W	18.67'
L28	S69°24'48"W	21.69'
L29	N63°29'12"W	78.74'
L30	S89°38'01"W	31.79'
L31	N00°21'59"W	20.00'

Exhibit C

(Depiction of the Easement Area and Legal Description of Easement Area)

Legal Description of the Pedestrian Access and Bicycle Path Easement

All that part of Outlot 3 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Commencing at the northwest corner of said Outlot 3, thence South 00°21'59" East along the west line of said Outlot 3, 106 99 feet to the place of beginning of the land hereinafter to be described, thence North 89°38'01" East, 31 79 feet, thence easterly, 42 22 feet along the arc of a curve, radius of 90 00 feet, center lies to the right, chord bears South 76°55'36" East, 41 84 feet, thence South 63°29'12" East, 78 74 feet, thence easterly, 32 88 feet along the arc of a curve, radius of 40 00 feet, center lies to the left, chord bears South 87°02'12" East, 31 96 feet, thence North 69°24'48" East, 21 69 feet, thence northeasterly, 76 70 feet along the arc of a curve, radius of 115 00 feet, center lies to the left, chord bears North 50°18'20" East, 75 29 feet, thence northeasterly, 90.79 feet along the arc of a curve, radius of 110 00 feet, center lies to the right, chord bears North 54°50'30" East, 88 23 feet, thence easterly, 30 78 feet along the arc of a curve, radius of 90.00 feet, center lies to the left, chord bears North 68°41'23" East, 30 63 feet; thence North 58°53'37" East, 18 67 feet, thence easterly, 79 92 feet along the arc of a curve, radius of 105.00 feet, center lies to the right, chord bears North 80°41'54" East, 78 00 feet; thence South 77°29'50" East, 16 34 feet, thence southeasterly, 65 95 feet along the arc of a curve, radius of 125 00 feet, center lies to the right, chord bears South 62°23'01" East, 65 18 feet; thence southeasterly, 30.96 feet along the arc of a curve, radius of 65 00 feet, center lies to the left, chord bears South 60°54'48" East, 30.66 feet, thence South 74°33'24" East, 54 38 feet; thence easterly, 25 36 feet along the arc of a curve, radius of 495 00 feet, center lies to the left, chord bears South 76°01'27" East, 25 35 feet, thence South 77°29'30" East, 38 45 feet, thence southeasterly, 62 04 feet along the arc of a curve, radius of 54 00 feet, center lies to the right, chord bears South 44°34'36" East, 58 69 feet, thence South 11°39'43" East, 154 22 feet; thence southerly, 82 72 feet along the arc of a curve, radius of 90 00 feet, center lies to the right, chord bears South 14°40'11" West, 79 84 feet, thence southerly, 57 74 feet along the arc of a curve, radius of 110 00 feet, center lies to the left, chord bears South 25°57'45" West, 57 08 feet; thence South 10°55'26" West, 52 48 feet, thence southerly, 82 93 feet along the arc of a curve, radius of 85 00 feet, center lies to the left, chord bears South 17°01'34" East, 79 68 feet, thence South 44°58'35" East, 68.65 feet; thence easterly, 39 53 feet along the arc of a curve, radius of 35.00 feet, center lies to the left, chord bears South 77°19'58" East, 37 46 feet; thence North 70°18'39" East, 40.17 feet; thence easterly, 55 84 feet along the arc of a curve, radius of 45 00 feet, center lies to the right, chord bears South 74°08'22" East, 52 33 feet, thence South 38°35'23" East, 57 79 feet to the west right-of-way line of South Creekview Court, thence southwesterly, 20 01 feet along said west right-of-way line and the arc of a curve, radius of 180.00 feet, center lies to the left, chord bears South 51°24'37" West, 20 00 feet, thence North 38°35'23" West, 57 79 feet; thence westerly, 31.02 feet along the arc of a curve, radius of 25 00 feet, center lies to the left, chord bears North 74°08'22" West, 29 07 feet, thence South 70°18'39" West, 40 17 feet, thence westerly, 62 12 feet along the arc of a curve, radius of 55 00 feet, center lies to the right chord bears North 77°19'58" West, 58 87 feet, thence North 44°58'35" West, 70 19 feet, thence westerly, 7 10 feet along the arc of a curve, radius of 5 00 feet, center lies to the left, chord bears North 85°39'22" West, 6.52 feet, thence South 53°39'50" West, 44 23 feet, thence westerly, 69 06 feet along the arc of a curve, radius of 110 00 feet, center lies to the right, chord bears South 71°38'55" West, 67 93 feet, thence South 89°38'01" West, 22 39 feet to the east right-of-way line of South Woodside Court, thence North 00°21'59" West along said east right-of-way line, 20.00 feet, thence North 89°38'01" East, 22 39 feet, thence easterly, 56 50 feet along the arc of a curve, radius of 90 00 feet, center lies to the left, chord bears North 71°38'55" East, 55 58 feet, thence North 53°39'50" East, 44 24 feet, thence northerly, 7 17 feet along the arc of a curve, radius of 5 00 feet, center lies to the left, chord bears North 12°34'57" East, 6 57 feet, thence northerly, 72 25 feet along the arc of a curve, radius of 105 00 feet, center lies to the right, chord bears North 08°47'15" West, 70 83 feet, thence North 10°55'26" East, 52 48 feet, thence northeasterly, 68 24 feet along the arc of a curve, radius of 130 00 feet, center lies to the right, chord bears North 25°57'45"

East, 67.46 feet, thence northerly, 64.34 feet along the arc of a curve, radius of 70 00 feet, center lies to the left, chord bears North 14°40'11" East, 62 10 feet, thence North 11°39'43" West, 154 22 feet; thence northwesterly, 39 06 feet along the arc of a curve, radius of 34 00 feet, center lies to the left, chord bears North 44°34'36" West, 36 95 feet, thence North 77°29'30" West, 38 45 feet, thence westerly, 26 38 feet along the arc of a curve, radius of 515 00 feet, center lies to the right, chord bears North 76°01'27" West, 26 38 feet, thence North 74°33'24" West, 54 38 feet, thence northwesterly, 40 48 feet along the arc of a curve, radius of 85 00 feet, center lies to the right, chord bears North 60°54'48" West, 40.10 feet, thence northwesterly, 55 39 feet along the arc of a curve, radius of 105.00 feet, center lies to the left, chord bears North 62°23'01" West, 54 75 feet, thence North 77°29'50" West, 16 34 feet, thence westerly, 64 70 feet along the arc of a curve, radius of 85.00 feet, center lies to the left, chord bears South 80°41'54" West, 63.15 feet, thence South 58°53'37" West, 18 67 feet, thence westerly, 37 61 feet along the arc of a curve, radius of 110 00 feet, center lies to the right, chord bears South 68°41'23" West, 37.43 feet, thence southwesterly, 74 28 feet along the arc of a curve, radius of 90 00 feet, center lies to the left, chord bears South 54°50'30" West, 72 19 feet; thence southwesterly, 90.04 feet along the arc of a curve, radius of 135 00 feet, center lies to the right, chord bears South 50°18'20" West, 88 38 feet, thence South 69°24'48" West, 21 69 feet, thence westerly, 49 32 feet along the arc of a curve, radius of 60 00 feet, center lies to the right, chord bears North 87°02'12" West, 47.95 feet, thence North 63°29'12" West, 78 74 feet; thence westerly, 32.84 feet along the arc of a curve, radius of 70 00 feet, center lies to the left, chord bears North 76°55'36" West, 32 54 feet, thence South 89°38'01" West, 31.79 feet to the west line of said Outlot 3; thence North 00°21'59" West along said west line, 20 00 feet to the place of beginning

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE OCTOBER 20, 2020
Reports & Recommendations	INSTALLATION OF LIGHTS FOR OAKES ESTATES SUBDIVISION	ITEM NO. <i>G.I.(d)</i>

BACKGROUND

Oakes Estates Subdivison (S. Cambridge Drive and W. Warwick Way) is being constructed. The Developers Agreement included an allowance for street lights and is included in the developer's letter of credit.

ANALYSIS

WE Energies needs payment and a signed request for the installation of the one light to occur.

OPTIONS

Authorize Staff to submit the attached request letter.

FISCAL NOTE

The upfront charge is \$4,261.61. Authorize from Fund 46 Contingency. A later budget amendment is needed to authorize the expenditure and fund it with a deduction from the developer's letter of credit. A check will be included in the vouchers for the next Common Council meeting.

These lights will add \$12.88 to the monthly electric bill for street lights.

RECOMMENDATION

Motion to direct City Engineer to order installation of lights for Ryan Meadows Subdivision.

Engineering: GEM



We Energies
 11111
 11111
 11111

October 6 2020

City of Franklin
 Ronnie Asuncion
 9229 W Loomis Road
 Franklin, WI 53132

Subject Work Request 4428913, Lighting at Oakes Estates Subdivision, Franklin, WI

Dear Ronnie

This letter details a work request for We Energies Outdoor Lighting. The upfront charge for this work which expires 90 days from the date of this letter, is \$4,261.61, and does not include site restoration. Net monthly charges will initially increase by \$12.88, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin.

Review the following prior to providing authorization and payment:

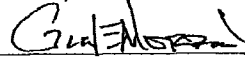
- Luminaires are controlled to provide dusk to dawn operation
- Customer must contact We Energies for lighting maintenance
- Fixtures are warranted until removed
- Non-Standard poles and conductors are warranted for 15 years
- Customer must locate private underground facilities and grant or obtain, without expense to We Energies, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities
- Termination or change requests after installation and prior to conclusion of the initial term result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
- All applicable lighting tariff terms and conditions are available at we-energies.com
- We Energies does not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

Please sign the enclosed documents and return them, along with payment for the upfront charge (payable to We Energies) in the envelope provided. Material will be ordered upon receipt of required authorizations and payment. Work request will be scheduled when all contingencies are met. If you have any questions, please call me at 414-315-0553. We look forward to working with you on your lighting project.

Sincerely,

 Robin Maurer
 Energy Services Representative
 robin.maurer@we-energies.com

By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

Signature  Date 10-7-2020
 Print name GLEN MORROW Title CITY ENGINEER

Enclosures

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>10/20/2020</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Update on Bear Development/Tax Incremental District No. 6</p>	<p>ITEM NUMBER</p> <p>G.1.1.</p>

S.R. Mills to appear and provide an updated timeline and project status on the BEAR Development in Tax Increment District 6.

- Update on residential project, to include the number of residential lots being developed
- Update on other areas of development, commercial and industrial
- Timeline, challenges and accomplishments to this point

COUNCIL ACTION REQUESTED

No action required.

<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;">10/20/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A MEAT PROCESSING FACILITY USE UPON PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST LOOMIS ROAD AND THE NEW MONARCH DRIVE</p> <p style="text-align: center;">(LOT 83 OF RYAN MEADOWS SUBDIVISION)</p> <p style="text-align: center;">(STRAUSS BRANDS LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G-2</i></p>

At its October 8, 2020, regular meeting, the Plan Commission carried a motion to recommend approval of this Special Use resolution, the vote was 4-1-1. The public hearing for this item lasted about 2 hours. Additionally, the Plan Commission adopted the Site Plan resolution conditioned upon the approval of this Special Use, the vote was 4-1-1.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2020-_____, imposing conditions and restrictions for the approval of a special use for a meat processing facility use upon property located at the southwest corner of the intersection of West Loomis Road and the new Monarch Drive (Lot 83 of Ryan Meadows subdivision) (Strauss Brands LLC, applicant).

RESOLUTION NO. 2020-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR
THE APPROVAL OF A SPECIAL USE FOR A MEAT PROCESSING FACILITY
USE UPON PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE
INTERSECTION OF WEST LOOMIS ROAD AND THE NEW MONARCH DRIVE
(LOT 83 OF RYAN MEADOWS SUBDIVISION)
(STRAUSS BRANDS LLC, APPLICANT)

WHEREAS, Strauss Brands LLC having petitioned the City of Franklin for the approval of a Special Use within an M-1 Limited Industrial District under Standard Industrial Classification Title No. 2011 "Meat Packing Plants" to allow for construction of a 152,035 square foot (total building footprint of the single-story building) meat processing facility (Phases I and II (staffed by approximately 261 employees in the production area and 11 employees in the office area)) designed to process 250 to 500 head of cattle per day, which will include cattle pens, a harvest floor, carcass coolers, fabrication areas, packaging areas, warehouse areas, shipping docks, operations offices, employee welfare spaces and associated mechanical support facilities and spaces, upon property located at the southwest corner of the intersection of West Loomis Road and the new Monarch Drive (Lot 83 of Ryan Meadows Subdivision, approximately 30.2 acres), bearing Tax Key No. 891-1083-000, more particularly described as follows:

Parts of Lot 1 and Outlot 1, of Certified Survey Map No. 9095 as recorded in the register of deeds office for Milwaukee County as Document No. 10830741, being a part of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the southwest corner of the Northwest 1/4 of said Section 30; thence South 89°39'32" East along the south line of said Northwest 1/4, 1345.74 feet to the southwest corner of Lot 1 Certified Survey Map No. 9095 and the Point of Beginning; Thence North 00°34'12" West, along the west line of said Lot 1, 1523.10 feet to the southerly line of said right-of-way of West Loomis Road; thence North 79°00'41" East along the southerly line of said right-of-way, 156.97 feet; thence North 75°45'51" East along the southerly line of said right-of-way, 215.80 feet to a point of curvature; thence northeasterly along the southerly line of said right-of-way, 30.51 feet along the arc of said curve to the left, whose radius is 1979.86 feet and whose chord bears North 75°19'22" East, 30.51 feet; thence South 29°08'47" East, 22.47 feet; thence South 16°09'38" East, 83.27 feet to a point of curvature; thence southeasterly 198.68 feet along the arc of said curve to the left, whose radius is 265.00 feet and whose chord bears South 37°38'23" East, 194.06 feet; thence South 59°07'06" East, 356.12 feet to a point of curvature; thence southeasterly 170.14 feet along the arc of

STRAUSS BRANDS LLC – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 2

said curve to the right, whose radius is 190.00 feet and whose chord bears South 33°27'51" East, 164.52 feet; thence South 07°48'36" East, 543.63 feet to a point of curvature; thence southwesterly 128.99 feet along the arc of said curve to the right, whose radius is 190.00 feet and whose chord bears South 11°38'18" West, 126.52 feet; thence South 31°05'13" West, 282.33 feet to a point of curvature; thence southwesterly 75.12 feet along said curve to the right, whose radius is 190.00 feet and whose chord bears South 42°24'51" West, 74.64 feet; thence South 53°44'29" West, 143.69 feet to the south line of said Northwest 1/4; thence North 89°39'32" West along said south line, 662.99 feet to the Point of Beginning. Containing 1,316,168 square feet (30.2151 acres) of land, more or less; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 17th day of September, 2020, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Strauss Brands LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Strauss Brands LLC, successors and assigns, as a meat processing facility use, which shall be developed in substantial compliance with, and operated and maintained by Strauss Brands LLC, pursuant to those plans City file-stamped September 28, 2020 and annexed hereto and incorporated herein as Exhibit A.

STRAUSS BRANDS LLC – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 3

2. Strauss Brands LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Strauss Brands LLC meat processing facility, 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.
3. The approval granted hereunder is conditional upon Strauss Brands LLC and the meat processing facility use for the property located at the southwest corner of the intersection of West Loomis Road and the new Monarch Drive (Lot 83 of Ryan Meadows Subdivision): (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.
4. Hours of livestock delivery shall be between the hours of 1:00 AM to 1:00 PM, Monday thru Friday, unless unforeseen conditions occur. Hours of operation for the harvest area shall be from 5:00 AM to 6:00 PM, Monday thru Friday. These conditions shall not apply to fabrication, grinding, maintenance, cleaning, and administrative activities which can operate 24 hours per day, Monday thru Saturday.
5. No outside storage of supplies and/or equipment shall be permitted.
6. No livestock shall be kept outside the buildings.
7. No livestock shall be kept on the premise overnight except when requested by state or federal inspector.
8. A maximum of 14 empty livestock trucks shall be permitted to park on the premise overnight.
9. No livestock trucks shall be washed or cleaned on the premise.
10. All processing waste shall be removed from the premise daily.
11. Removal of snow from private parking lots, walks and access drives shall be the responsibility of the owner.
12. A site plan amendment shall be required for the future building expansion areas, future truck maintenance facility, future parking and future driveways.

13. This Special Use is not approving any signs, signage requires a separate permit from the Inspection Services Department prior to installation.
14. The applicant shall prepare conservation easements for all protected natural resource features for staff review and Common Council approval, and recording with the Milwaukee County Register of Deeds, prior to issuance of a Building Permit.
15. The applicant shall obtain final approval of grading, erosion control, storm water management, and utilities by the Engineering Department prior to any land disturbance activities.
16. The minimum required off-street parking is 280 parking stalls.
17. The maximum driveway width is 28 feet for the employee parking lot and 48 feet for the truck entrance.
18. The maximum height is 8 feet for chain link fences and 10 feet for masonry walls, measured from grade.
19. The cattle barns and harvest areas shall be ventilated to dissipate odors. Trucks and trailers used to remove remainder animal wastes shall be loaded in enclosed dock areas to reduce spread of odors.
20. In the event of obnoxious odors detected off the premise, the Department of City Development shall immediately notify the operator and the federal or state inspector assigned to the facility.

BE IT FURTHER RESOLVED, that in the event Strauss Brands LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a

STRAUSS BRANDS LLC – SPECIAL USE
RESOLUTION NO. 2020-_____
PAGE 5

separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of a building permit for such use

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

MEMORANDUM

Date October 8, 2020
To Plan Commission
From Department of City Development
RE Straus Brands, LLC meat processing facility.
Revisions to conditions of approval

The applicant's agent has requested to change the hours of operation per e-mail communication dated October 7

Revision to condition #4 as requested by the applicant

- *Hours of livestock delivery shall be between the hours of 1 00 AM to 1 00 PM, Monday thru Friday, unless unforeseen conditions occur Hours of operation for the harvest area shall be from 5 00 AM to 6 00 PM, Monday thru Friday These conditions shall not apply to fabrication, grinding, maintenance, cleaning, and administrative activities which can operate 24 hours per day, Monday thru Saturday*

With regards to the areas reserved for future improvements, such as building additions, future parking and driveways, a site plan amendment shall be required for such improvements but not a special use amendment

Revision to condition #12

- *A site plan amendment shall be required for the future building expansion areas, future truck maintenance facility, future parking and future driveways*

Based on concerns regarding the risk of obnoxious odors off the premise, City Development staff recommends the changes below to the conditions of approval

Revision to condition #19

- *The cattle barns and harvest areas shall be ventilated to dissipate odors Trucks and trailers used to remove remainder animal wastes shall be loaded in enclosed dock areas to reduce spread of odors*

Addition of condition #20

- *In the event of obnoxious odors detected off the premise, the Department of City Development shall immediately notify the operator and the federal or state inspector assigned to the facility*

It is noted that there is no record of complaints associated with the existing Strauss facility located at 9775 S 60th Street (TKN 898-9997-004)

Régulo Martínez-Montilva, AICP
Principal Planner - Department of City Development



REPORT TO THE PLAN COMMISSION

Meeting of October 8, 2020

Special Use and Site Plan

RECOMMENDATION: City Development staff recommends approval of the proposed Special Use and associated Site Plan for Strauss Brands meat processing facility upon property located on Lot 83 of Ryan Meadows subject to the conditions set forth in the draft Resolution

Table with 2 columns: Label (Project Name, Project Address, Applicant, Property Owner, Current Zoning, 2025 Comprehensive Plan, Use of Surrounding Properties, Applicant Action Requested) and Value (Strauss Brands, Inc, Lot 83 of Ryan Meadows, Jerald Bussen, Strauss Brands, LLC, M-1 Limited Industrial District, Business Park, Loomis Road to the north..., Recommendation of approval for the proposed Special Use and associated Site Plan for the development of Strauss Brands meat processing facility)

INTRODUCTION

The site area is approximately 30.2 acres. The facility is designed to process 250 to 500 head of cattle per day, and includes cattle pens, kill floor, carcass coolers, fabrication areas, packaging areas, warehouse areas, shipping docks, operations offices, employee welfare spaces and associated mechanical support facilities and spaces. This use is classified under Standard Industrial Classification No. 2011, Meat Packing Plants, which requires a Special Use in the M-1 Zoning District.

On April 15, 2020, the applicant submitted Site Plan and Special Use applications for the development of a 127,760 square foot meat processing facility. City staff sent memorandum dated May 18, 2020, with a total of 37 review comments.

On July 29, 2020, the applicant resubmitted with the following major changes: a building footprint increase from 127,760 sf to 152,035 sf, as well as an increase to the parking capacity from 234 spaces to 280 spaces. The applicant had addressed most of the review comments in this resubmittal. However, staff sent a second memorandum dated September 2, 2020, with 11 review comments including comments from the Mayor and the Alderman of the District.

PROJECT DESCRIPTION AND ANALYSIS

Special Use

Strauss Brands, LLC submitted a substantially complete application for a special use permit, allowing for Section § 15-3 0701 of the Unified Development Ordinance sets out the General Standards for Special Uses. The applicant has submitted responses to each of those standards.

City Development staff has the following comments about the general standards for Special Uses:

1. Ordinance and Comprehensive Master Plan Purposes and Intent.

Staff comment: The development is compatible with the limited industrial zoning district (M-1) that provides for “manufacturing, industrial and warehousing uses” and the Business Park designation of the Comprehensive Plan.

2. No Undue Adverse Impact.

See Fire Department comments below.

With regards to obnoxious odors and noise, the applicant stated that “the wastewater treatment room is fitted with air scrubbers to eliminate odors. The cattle barns and harvest areas are ventilated with a high volume of outside air to dissipate buildup of odors. Trucks/trailers used to remove hides and inedible waste are kept in enclosed dock areas to eliminate spread of odors. All processes are performed within the building which will eliminate noise concerns. Noise generation will be limited to truck traffic of approximately 20 trucks per day.”

3. No Interference with Surrounding Development.

Staff comment: The properties to east and south are also zoned M-1. The adjacent property to the west is zoned residential but a landscape buffer is proposed along the western property line.

4. Adequate Public Facilities.

See Fire Department comments below.

5. No Traffic Congestion.

Staff comment: No expected truck traffic through residential streets.

6. No Destruction of Significant Features.

Staff comment: Conservation easements are recommended to protect existing on-site natural resources.

7. Compliance with Standards.

See site plan analysis presented further in this staff report.

The Fire Department has expressed the following:

- Significant concern with storage/use of large quantities of ammonia immediately adjacent to and upwind of planned residential, commercial, and multi-use.

development Asphyxiant, corrosive/irritant, and potential explosive properties will be present in the event of a release/leak or fire

- Area is poorly served by existing fire station locations and staffing Response times for Effective Response Force for fire and EMS calls-for-service, and emergency incident types will likely exceed accepted industry standards (possibly significantly) for the entire development

The applicant stated that “the ammonia refrigeration system will meet all current codes and regulations Due to the volume of ammonia on site a Process Safety Management (PSM) program will be in place Furthermore, the system will be provided with an ammonia diffusion tank to allow for emergency evacuation and diffusion in a hazardous ammonia situation” per letter dated June 28, 2020.

Site Plan

The proposed meat processing facility includes a 152,035 square foot building, oriented north-south and roughly centered on the property and facing east The site will be accessed at two locations on the future Monarch Drive and will not have access from Loomis Road The first access point on Monarch Drive, located roughly at the midpoint of the lot, will lead to an employee parking lot along the front (east) side of the building The second access point, located at the southern end of the lot, will be for truck receiving and shipping The access drive leads to a guardhouse located approximately 200 feet from the property line The access drive continues past the guardhouse along the south, west, and north sides of the building A future access drive would be located at the intersection of Chicory Street and Monarch Drive, a separate site plan amendment would be required for this future drive

The building is a single-story structure, the processing area of the building will be 36 feet in height and the office/support areas of the building will be 18 feet in height The building will be a steel framed and concrete slab-on-grade structure enclosed with insulated metal wall panels The exterior of the office/ employee welfare will be a combination of masonry and architectural metal wall panels

The site plan includes a future expansion area on the west side of the proposed building This includes a roughly 112,000 square foot “building expansion area” and a roughly 47,000 square foot truck maintenance facility The site plan also identifies areas for future truck dock parking north of the proposed meat processing facility The future development would require review approval by the City before development

Trucks containing cattle would be unloaded at docks located on the south side of the building The floor plan includes indoor cattle holding pens and areas for various steps of meat processing, including preslaughter handling, stunning, and slaughtering There are extensive coolers for chilling carcasses before fabrication (butchering) and a large area for the fabrication process The floor plan also includes various employee breakrooms, office and conference spaces and restrooms

This project complies with the development standards of the M-1 zoning district as shown below

- Gross Floor Area Ratio (GFAR) 0.20 Maximum allowed 0.42
- Net Floor Area Ratio (NFAR) 0.33 Maximum allowed 0.85
- Landscape Surface Ratio 0.50 Minimum required 0.40

Exterior trash compactors are proposed on the north and southwest sides of the building. Various pieces of mechanical equipment are located on the east and west sides of the building, which are to be concealed by screen walls.

Watermain easements are proposed on all sides of the site. Any future building expansions would need to be designed to avoid the easement.

Driveways

Proposed driveway openings are 28 feet wide for the employee parking lot and 48 feet wide for truck entrance. UDO 15-5 0207B limits width to 24 feet and 30 feet at roadway, however, it also states that the Plan Commission may approve openings for vehicular ingress and egress greater than 30 feet.

Staff has no objections to the request above. However, if the Plan Commission does not approve wider driveways, staff recommends that the applicant shall provide a revised Site Plan with driveway openings no wider than 24 feet and 30 feet at roadway, for Department of City Development review and approval, prior to issuance of a Building Permit.

Parking

Table 15-5 0203 of the Unified Development Ordinance (UDO) requires two parking spaces per 1,000 square feet of Gross Floor Area for "Light Industry" land uses. Based on the overall square footage (162,830), 324 parking spaces are required.

The applicant is requesting a reduction of 13% (44 stalls) for a total of 280 parking stalls. The applicant stated that *"the overall number of employees is 272 with a maximum of 240 being onsite at the same time. Even with the reduction in parking there would still be 40 overflow spaces available"*

The Plan Commission may approve (up to) a 25% parking reduction, provided that the applicant has submitted sufficient proof that the minimum number of required parking spaces would exceed the proposed use's projected parking demand. Staff has no objection to the justification provided by the applicant. Additionally, the proposed 7 ADA parking spaces comply with Table 15-5 0202(1)(1).

Landscaping

Landscape plantings are provided along the perimeter of the property and concentrated around the stormwater ponds. Bufferyards are required on the north and west sides of this property due to adjacent residential zoning.

The applicant has addressed staff comments regarding landscaping in communication dated June 28, 2020, page 4.

Fencing

Much of the site, including truck traffic drives and the south, west, and north sides of the proposed building, is enclosed by an 8-foot high chain link fence

According to UDO §15-3 0803(C)(2)(b), fences installed in nonresidential zoning districts shall not exceed six feet in height, except when required to enclose outside storage areas or when approved by the Plan Commission may be up to ten feet in height The 8-ft high chain link and the 10-ft high masonry wall are subject to approval by the Plan Commission

Lighting

The applicant has provided a Lighting Plan with photometrics. The Lighting Plan includes 31 new light poles, 10 wall-mounted building lights, and 17 wall-mounted emergency egress fixtures. The light poles have an overall height of 30 feet, which is below the maximum permitted height of 50 feet.

The maximum illumination is 0.9 foot-candles and at the property lines, which meets the requirements of Table 15-5 0401(C) of the UDO, and the cutoff angle of fixtures is 90 degrees or less.

Architecture

The exterior of the building will be enclosed with cream-colored insulated metal wall panels. The front façade includes a combination of dark grey masonry and dark brown (wood-like) architectural metal wall panels. The side and rear façades are predominately flat insulated metal wall panels with little to no façade articulation.

Natural Resource Protection Plan

A natural resource investigation of the property was conducted by Pinnacle Engineering Group on September 12, 2019. There are wetlands at the northwest and southwest corners of the property. A small pond is located just west of the property line. The proposed development maintains all required setbacks and buffers from the wetlands and pond. Staff recommends that the applicant shall prepare a Conservation Easement for all protected natural resource features for staff review and Common Council approval, and recording with the Milwaukee County Register of Deeds, prior to issuance of a Building Permit

Signage

The applicant is aware that signs are subject to separate review and approval through the Architectural Review Board and Inspection Department.

Public input

Public comments are attached to the meeting packet.

STAFF RECOMMENDATION

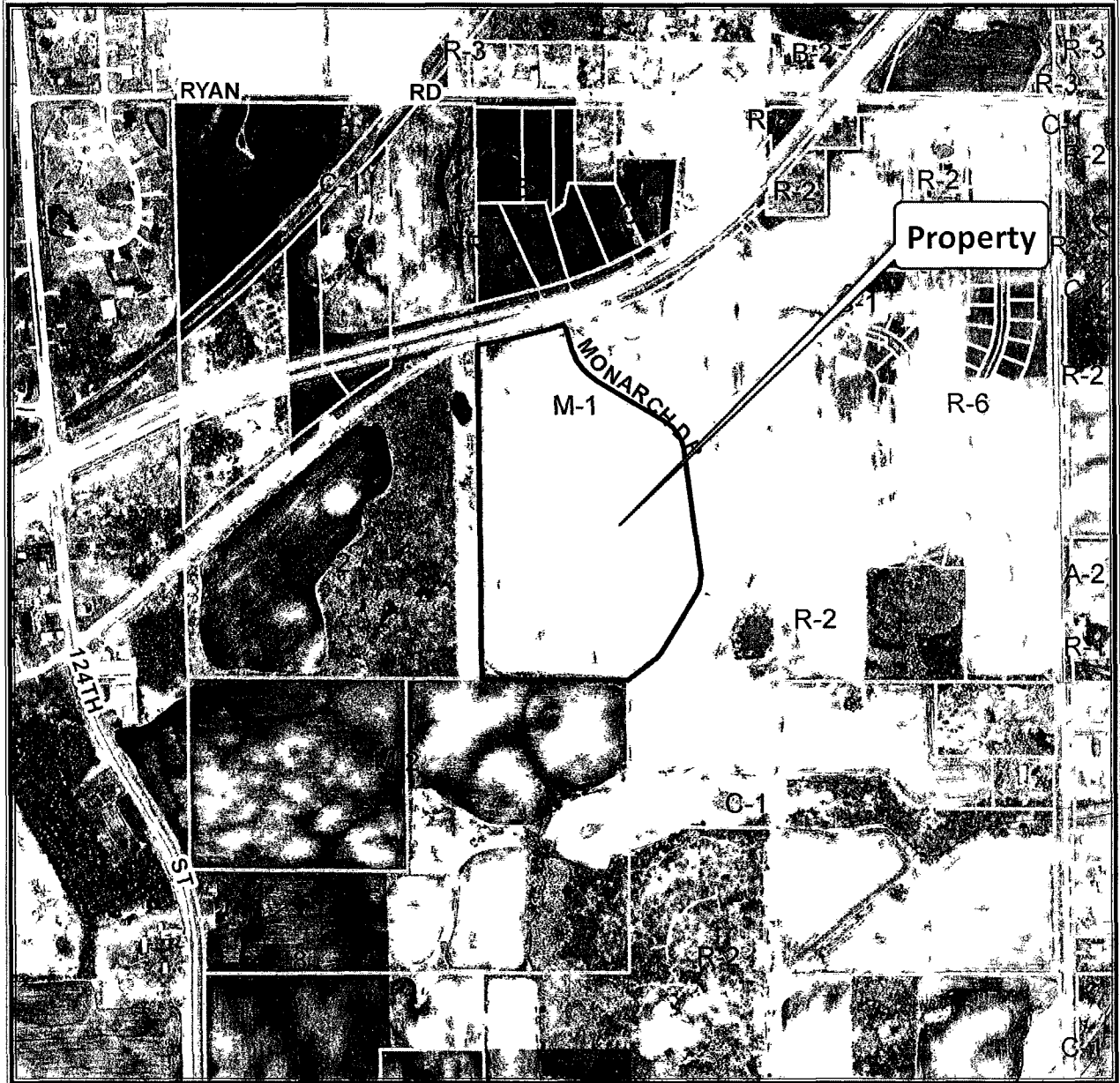
City Development staff recommends approval of the proposed Special Use and associated Site Plan for Strauss Brands meat processing facility upon property located on Lot 83 of Ryan Meadows, subject to the conditions set forth in the draft Resolution

The applicant is also requesting approval of the items below

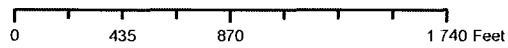
- A 13% reduction of required parking for a total of 280 parking stalls while 324 are required per Table 15-5 0203 of the Unified Development Ordinance (UDO) The Plan Commission may approve up to a 25% parking reduction
- 28 feet wide driveway for the employee parking lot and 48 feet wide for truck entrance while UDO §15-5 0207 B limits width to 24 feet and 30 feet at roadway The Plan Commission may approve openings for vehicular ingress and egress greater than 30 feet
- 8 feet high chain link fence and 10 feet high masonry wall while fences installed in nonresidential zoning districts shall not exceed six feet in height per UDO §15-3 0803 C 2 b, except when required to enclose outside storage areas or when approved by the Plan Commission may be up to ten feet in height



TKN: 891 1083 000



Planning Department
(414) 425-4024

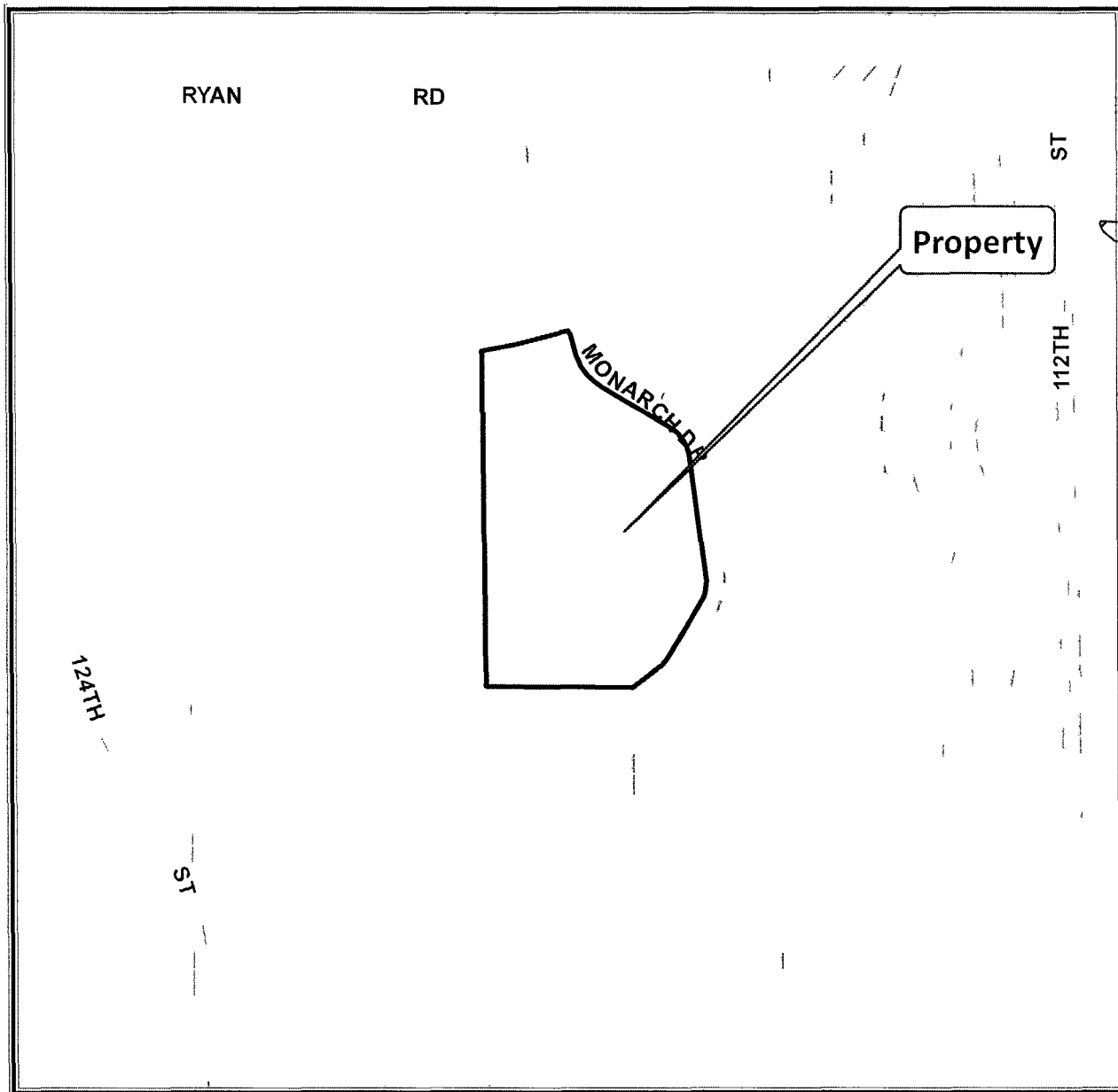


2017 Aerial Photo

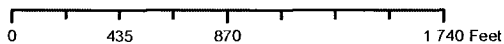
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.



TKN: 891 1083 000



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.



2017 Aerial Photo

RESOLUTION NO 2020-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR
THE APPROVAL OF A SPECIAL USE FOR A MEAT PROCESSING FACILITY
USE UPON PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE
INTERSECTION OF WEST LOOMIS ROAD AND THE NEW MONARCH DRIVE
(LOT 83 OF RYAN MEADOWS SUBDIVISION)
(STRAUSS BRANDS LLC, APPLICANT)

WHEREAS, Strauss Brands LLC having petitioned the City of Franklin for the approval of a Special Use within an M-1 Limited Industrial District under Standard Industrial Classification Title No. 2011 "Meat Packing Plants" to allow for construction of a 152,035 square foot (total building footprint of the single-story building) meat processing facility (Phases I and II (staffed by approximately 261 employees in the production area and 11 employees in the office area)) designed to process 250 to 500 head of cattle per day, which will include cattle pens, a harvest floor, carcass coolers, fabrication areas, packaging areas, warehouse areas, shipping docks, operations offices, employee welfare spaces and associated mechanical support facilities and spaces, upon property located at the southwest corner of the intersection of West Loomis Road and the new Monarch Drive (Lot 83 of Ryan Meadows Subdivision, approximately 30.2 acres), bearing Tax Key No. 891-1083-000, more particularly described as follows:

Parts of Lot 1 and Outlot 1, of Certified Survey Map No. 9095 as recorded in the register of deeds office for Milwaukee County as Document No 10830741, being a part of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the southwest corner of the Northwest 1/4 of said Section 30; thence South 89°39'32" East along the south line of said Northwest 1/4, 1345.74 feet to the southwest corner of Lot 1 Certified Survey Map No. 9095 and the Point of Beginning; Thence North 00°34'12" West, along the west line of said Lot 1, 1523.10 feet to the southerly line of said right-of-way of West Loomis Road; thence North 79°00'41" East along the southerly line of said right-of-way, 156.97 feet; thence North 75°45'51" East along the southerly line of said right-of-way, 215.80 feet to a point of curvature; thence northeasterly along the southerly line of said right-of-way, 30.51 feet along the arc of said curve to the left, whose radius is 1979.86 feet and whose chord bears North 75°19'22" East, 30.51 feet; thence South 29°08'47" East, 22.47 feet; thence South 16°09'38" East, 83.27 feet to a point of curvature; thence southeasterly 198.68 feet along the arc of said curve to the left, whose radius is 265.00 feet and whose chord bears South 37°38'23" East, 194.06 feet; thence South 59°07'06" East, 356.12 feet to a point of curvature; thence southeasterly 170.14 feet along the arc of

STRAUSS BRANDS LLC – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 2

said curve to the right, whose radius is 190.00 feet and whose chord bears South 33°27'51" East, 164.52 feet; thence South 07°48'36" East, 543.63 feet to a point of curvature, thence southwesterly 128.99 feet along the arc of said curve to the right, whose radius is 190.00 feet and whose chord bears South 11°38'18" West, 126.52 feet; thence South 31°05'13" West, 282.33 feet to a point of curvature; thence southwesterly 75.12 feet along said curve to the right, whose radius is 190.00 feet and whose chord bears South 42°24'51" West, 74.64 feet; thence South 53°44'29" West, 143.69 feet to the south line of said Northwest 1/4; thence North 89°39'32" West along said south line, 662.99 feet to the Point of Beginning Containing 1,316,168 square feet (30.2151 acres) of land, more or less; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 17th day of September, 2020, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like, and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Strauss Brands LLC, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

- 1 That this Special Use is approved only for the use of the subject property by Strauss Brands LLC, successors and assigns, as a meat processing facility use, which shall be developed in substantial compliance with, and operated and maintained by Strauss Brands LLC, pursuant to those plans City file-stamped September 28, 2020 and annexed hereto and incorporated herein as Exhibit A

STRAUSS BRANDS LLC – SPECIAL USE
RESOLUTION NO 2020-_____

Page 3

2. Strauss Brands LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Strauss Brands LLC meat processing facility, 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.
3. The approval granted hereunder is conditional upon Strauss Brands LLC and the meat processing facility use for the property located at the southwest corner of the intersection of West Loomis Road and the new Monarch Drive (Lot 83 of Ryan Meadows Subdivision): (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.
4. Hours of livestock deliveries shall be from 4:00am to 1:00pm Monday thru Friday. Hours of operation for harvest, fabrication and grinding shall be from 6:00am to 4:30pm Monday thru Friday. This condition shall not apply to maintenance, sanitation and administration activities.
5. No outside storage of supplies and/or equipment shall be permitted.
6. No livestock shall be kept outside the buildings
7. No livestock shall be kept on the premise overnight except when requested by state or federal inspector.
8. A maximum of 14 empty livestock trucks shall be permitted to park on the premise overnight.
9. No livestock trucks shall be washed or cleaned on the premise
10. All processing waste shall be removed from the premise daily.
11. Removal of snow from private parking lots, walks and access drives shall be the responsibility of the owner.
12. This Special Use does not include future building expansion areas, future truck maintenance facility, future parking nor future driveways
13. This Special Use is not approving any signs, signage requires a separate permit from the Inspection Services Department prior to installation.

STRAUSS BRANDS LLC – SPECIAL USE

RESOLUTION NO 2020-_____

PAGE 4

14. The applicant shall prepare conservation easements for all protected natural resource features for staff review and Common Council approval, and recording with the Milwaukee County Register of Deeds, prior to issuance of a Building Permit.
- 15 The applicant shall obtain final approval of grading, erosion control, storm water management, and utilities by the Engineering Department prior to any land disturbance activities.
16. The minimum required off-street parking is 280 parking stalls
17. The maximum driveway width is 28 feet for the employee parking lot and 48 feet for the truck entrance.
- 18 The maximum height is 8 feet for chain link fences and 10 feet for masonry walls, measured from grade.
19. The cattle barns and harvest areas shall be ventilated with a high volume of outside air to dissipate buildup of odors. Trucks and trailers used to remove hides and inedible waste shall be kept in enclosed dock areas to eliminate spread of odors.

BE IT FURTHER RESOLVED, that in the event Strauss Brands LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of that or any other violation

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of a building permit for such use

STRAUSS BRANDS LLC – SPECIAL USE

RESOLUTION NO. 2020-_____

PAGE 5

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RESOLUTION NO. 2020-_____

A RESOLUTION APPROVING A SITE PLAN FOR CONSTRUCTION OF A MEAT PROCESSING FACILITY WITH ASSOCIATED CATTLE PEN, A HARVEST FLOOR, CARCASS COOLERS, FABRICATION AREAS, PACKAGING AREAS, WAREHOUSE AREAS, SHIPPING DOCKS, OPERATIONS OFFICES, EMPLOYEE WELFARE SPACES, ASSOCIATED MECHANICAL SUPPORT FACILITIES AND SPACES, A FUTURE DEVELOPMENT AREA, STORMWATER PONDS, PARKING LOT AND TRUCK AND EMPLOYEE VEHICLE ENTRANCE DRIVES
(THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST LOOMIS ROAD AND THE NEW MONARCH DRIVE (LOT 83 OF RYAN MEADOWS SUBDIVISION)
(STRAUSS BRANDS LLC, APPLICANT)

WHEREAS, Strauss Brands LLC having applied for approval of a proposed site plan for construction of a 152,035 square foot (total building footprint of the single-story building) meat processing facility (Phases I and II (staffed by approximately 261 employees in the production area and 11 employees in the office area)) designed to process 250 to 500 head of cattle per day, including cattle pens, a harvest floor, carcass coolers, fabrication areas, packaging areas, warehouse areas, shipping docks, operations offices, employee welfare spaces, associated mechanical support facilities and spaces [the proposed Site Plan includes a building positioned north/south on the site (roughly centered on the site) with employee/visitor parking on the east side of the building (280 spaces) and an access drive located along the south, west, and north sides of the building for truck traffic, with all access to the site via Monarch Drive (two access drives will be provided, one for employee auto parking and one for truck receiving and shipping) (the western portion of the site is identified as future building expansion area) (the site is designed to detain all stormwater on-site in three (3) detention ponds; the ponds are designed with a capacity to accommodate the future phases of work as indicated on the site drawings)], property located at the southwest corner of the intersection of West Loomis Road and the new Monarch Drive (Lot 83 of Ryan Meadows Subdivision (approximately 30.2 acres)); and

WHEREAS, the Plan Commission having reviewed such proposal and having found same to be in compliance with the applicable terms and provisions of §15-3.0421 of the Unified Development Ordinance and in furtherance of those express standards and purposes of a site plan review pursuant to Division 15-7.0100 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Site Plan for the construction of a 152,035 square foot meat processing facility designed to process 250 to 500 head of cattle per day, including cattle pens, a harvest floor, carcass coolers, fabrication areas, packaging areas, warehouse areas, shipping docks, operations offices, employee welfare spaces, associated mechanical support

STRAUSS BRANDS LLC – SITE PLAN
RESOLUTION NO. 2020-_____

Page 2

facilities and spaces [the proposed Site Plan includes a building positioned north/south on the site (roughly centered on the site) with employee/visitor parking on the east side of the building (280 spaces) and an access drive located along the south, west, and north sides of the building for truck traffic, with all access to the site via Monarch Drive (two access drives will be provided, one for employee auto parking and one for truck receiving and shipping) (the western portion of the site is identified as future building expansion area) (the site is designed to detain all stormwater on-site in three (3) detention ponds; the ponds are designed with a capacity to accommodate the future phases of work as indicated on the site drawings)], property located at the southwest corner of the intersection of West Loomis Road and the new Monarch Drive (Lot 83 of Ryan Meadows Subdivision (approximately 30.2 acres)) as depicted upon the plans dated September 28, 2020, attached hereto and incorporated herein, is hereby approved, subject to the following terms and conditions.

1. The property subject to the Site Plan shall be developed in substantial compliance with, and operated and maintained pursuant to the Site Plan for the Strauss Brands LLC meat processing facility dated September 28, 2020.
2. Strauss Brands LLC, successors and assigns, and any developer of the Strauss Brands LLC meat processing facility construction 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, for the Strauss Brands LLC meat processing facility construction project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon the Strauss Brands LLC meat processing facility construction project (1) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances, and (11) 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.
4. That the Strauss Brands LLC meat processing facility construction project shall be developed and constructed pursuant to such Site Plan within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin
5. This Site Plan is conditioned upon the approval of a Special Use to allow for meat packing plants

STRAUSS BRANDS LLC – SITE PLAN
RESOLUTION NO 2020-_____

Page 3

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2020.

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

APPROVED.

Stephen R. Olson, Chairman

ATTEST

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



September 24, 2020

Régulo Martínez-Montilva, AICP
Associate Planner - Department of City Development
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

Project **Strauss Brands, LLC - New Meat Processing Facility**
West Loomis Road & Monarch Drive
Franklin, Wisconsin

Subject **City Development Department Review Comment Responses**
ESIDS Project No.: 20-1257-01

Dear Régulo

Below please find our responses to the Application for Special Use and Site Plan review comments made by the City Development Department, Engineering Department, and Fire Department, dated September 2, 2020

DEPARTMENT OF CITY DEVELOPMENT

Site Plan

- 1 Per Unified Development Ordinance (UDO) §15-4 0102(E), shore buffers shall remain as undisturbed land and undisturbed natural vegetation. Therefore, grading and landscape plantings are not allowed within the shore buffer located on the west side of the property. Please revise grading plan and landscape plan accordingly.
Response: *Civil Drawings have been updated to eliminate work within the shore buffer. See attached updated drawings C401 and L400.*
- 2 Pursuant to UDO §15-5 0210, the minimum snow storage area is 10% of the total pavement areas (391,687 sf per site data table in sheet C300). Please revise the snow storage plan (sheet L401) to meet this requirement.
Response: *Drawing L401 has been updated to show the required snow storage.*
- 3 According to UDO §15-3 0803(C)(2)(b), fences installed in nonresidential zoning districts shall not exceed six feet in height, except when required to enclose outside storage areas or when approved by the Plan Commission may be up to ten feet in height. Note that the 8-ft high chain link and the 10-ft high masonry wall are subject to approval by the Plan Commission.
Response: *Strauss LLC understands the approval for the request must be approved by the Planning Commission.*

Date September 24, 2020
Project **Strauss Brands, LLC - New Meat Processing Facility**
Franklin, Wisconsin
Subject **City Development Department Review Comment Responses**
Page 2 of 3

- 4 With regards to previous staff comments dated May 18 2020, please note that the parking reduction request (#26) and the driveway width increase (#11) are subject to approval by the Plan Commission

Response Strauss LLC understands the approval for the request must be approved by the Planning Commission.

Engineering Department Comments

- 5 Engineering have no comments for the Special Use application The site plan is still under review by the Engineering Department

Response: Site drawings have been revised to comply with the Engineering Departments final review comments and were resubmitted to the Engineering Department on 9-24-2020

Fire Department Comments

- 6 Previous comments/concerns still apply

Response: Strauss, LLC understands the concerns raised from the Fire Department.

Mayor's Comments

- 7 Would have preferred semi parking away from Loomis but if that's the worst thing I can find then we're doing pretty well

Response: The semi parking area is shielded from Loomis Road by a 6'-7' high landscaped berm that will limit the view of the trucks.

Alderman John Nelson Comments

- 8 What measures are proposed to mitigate odor and noise?

Response: The wastewater treatment room is fitted with air scrubbers to eliminate odors. The cattle barns and harvest areas are ventilated with a high volume of outside air to dissipate build up of odors. Trucks/trailers used to remove hides and inedible waste are kept in enclosed dock areas to eliminate spread of odors.

All processes are performed within the building which will eliminate noise concerns. Noise generation will be limited to truck traffic of approximately 20 trucks per day.

- 9 What is the expected truck delivery schedule for 250-500 head of cattle per day? Any overnight truck parking on the property?

Response. Delivery of animals to the site will be from 4:00AM to 1:00PM Monday thru Friday.

- 10 Ensure no animals will EVER be kept outside

Response: No animals will be kept outside. All animals will be delivered directly from the trucks to the barns.

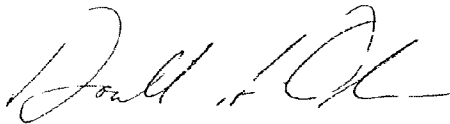
Date September 24, 2020
Project **Strauss Brands, LLC - New Meat Processing Facility**
Franklin Wisconsin
Subject **City Development Department Review Comment Responses**
Page 3 of 3

11 How will the residents be guaranteed their water wells will not be contaminated?

Response: *All process areas including the cattle barns have sanitary drains that feed directly into the wastewater pre-treatment system which then discharges to the municipal sewer system. There are no exterior wastewater settling ponds of any kind on the project.*

We believe all of your comments have been addressed. If you have any questions or need further clarification, please contact us at your earliest convenience.

Sincerely



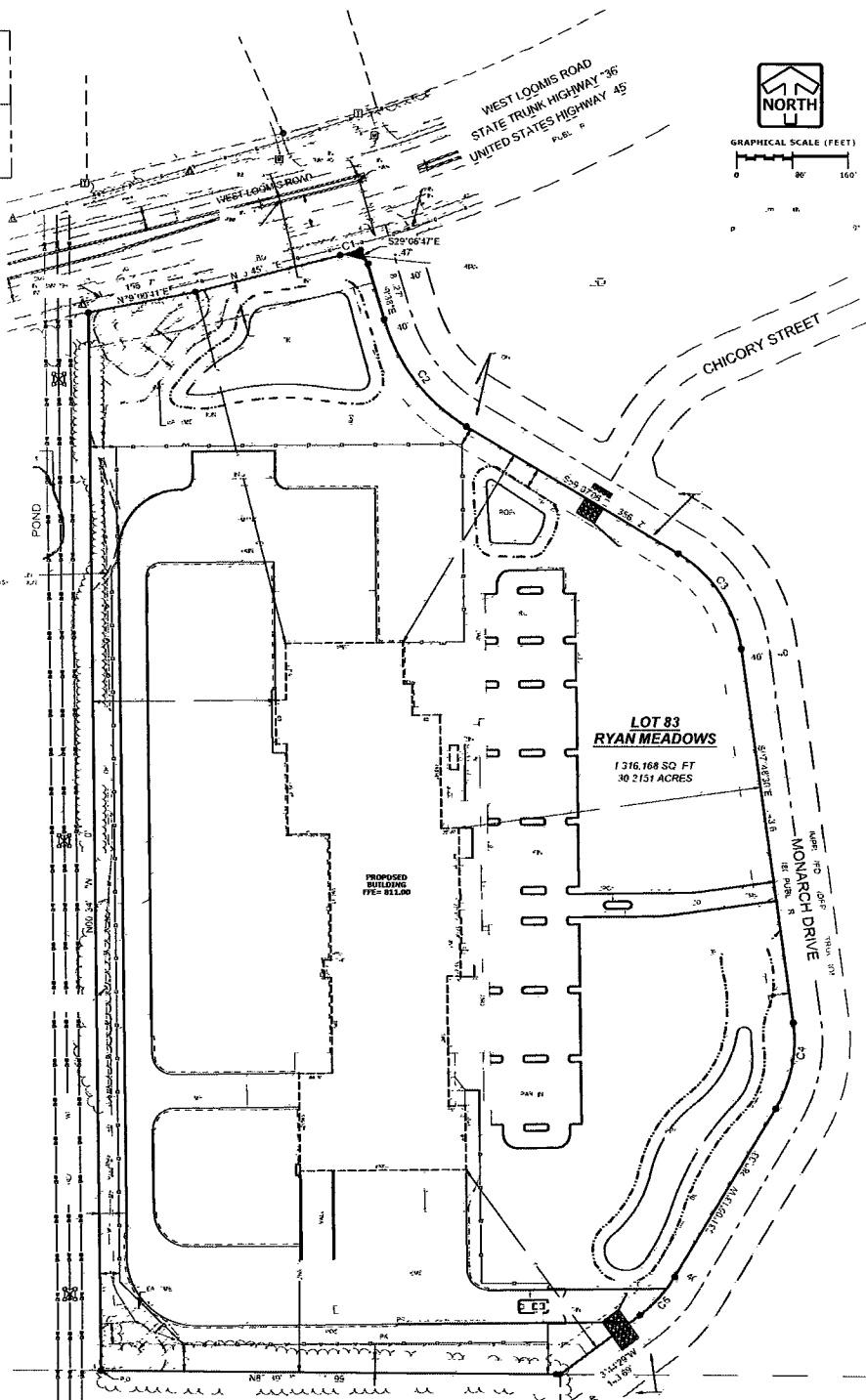
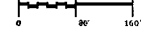
Donald A. Olsen, AIA, CSI
Vice President of Design/Operations
262-369-3535 Main Line
262-369-3577 Direct Line
262-391-1436 Cell
262-369-3592 Fax
dolsen@esigroupusa.com

cc John Dohogne, President - ESI Design Services, Inc
Timothy P. Gibbons, V.P. Design/Business Development - ESI Design Services, Inc
File M:\ESI_DS_Jobs\2020\20-1257-01 Strauss Franklin WI\03-Agency\20-1257-01 City of Franklin -Staff Comment Response LTR-02.doc

VICINITY SKETCH
SC. 1/8" = 1000'



GRAPHICAL SCALE (FEET)



LEGEND OF SYMBOLS & ABBREVIATIONS

- PROPOSED BUILDING
- PROPOSED DRIVE
- EXISTING DRIVE
- EXISTING PAVEMENT
- EXISTING SIDEWALK
- EXISTING CURB
- EXISTING UTILITY
- EXISTING EASEMENT
- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- EXISTING ADJACENT PROPERTY
- EXISTING ROAD
- EXISTING RAILROAD
- EXISTING WATERWAY
- EXISTING POND
- EXISTING FENCE
- EXISTING TREE
- EXISTING ROCK
- EXISTING CONCRETE
- EXISTING BRICK
- EXISTING METAL
- EXISTING WOOD
- EXISTING OTHER

LEGAL DESCRIPTION

LOT 83 OF RYAN MEADOWS BEING PART OF THE NE 1/4 AND SE 1/4 OF THE NW 1/4 OF SEC. 30, T5N R21E, CITY OF FRANKLIN MILWAUKEE COUNTY WISCONSIN

NOTES

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED.

2. THE AREA OF THIS LOT IS 1,316,168 SQ. FT. OR 30.2151 ACRES.

3. THE PROPOSED BUILDING AREA IS 111,000 SQ. FT.

4. THE PROPOSED DRIVE IS 30 FEET WIDE.

5. THE PROPOSED SIDEWALK IS 5 FEET WIDE.

6. THE PROPOSED CURB IS 4 FEET HIGH.

7. THE PROPOSED UTILITY IS 12 INCHES IN DIAMETER.

8. THE PROPOSED EASEMENT IS 10 FEET WIDE.

9. THE PROPOSED RIGHT-OF-WAY IS 60 FEET WIDE.

10. THE PROPOSED ROAD IS 40 FEET WIDE.

11. THE PROPOSED RAILROAD IS 40 FEET WIDE.

12. THE PROPOSED WATERWAY IS 10 FEET WIDE.

13. THE PROPOSED POND IS 10 FEET DEEP.

14. THE PROPOSED FENCE IS 4 FEET HIGH.

15. THE PROPOSED TREE IS 10 FEET IN DIAMETER.

16. THE PROPOSED ROCK IS 10 FEET IN DIAMETER.

17. THE PROPOSED CONCRETE IS 4 INCHES THICK.

18. THE PROPOSED BRICK IS 8 INCHES HIGH.

19. THE PROPOSED METAL IS 1/2 INCH THICK.

20. THE PROPOSED WOOD IS 4 INCHES IN DIAMETER.

21. THE PROPOSED OTHER IS 4 FEET HIGH.

CURVE TABLE

STATION	CHORD BEARING	CHORD LENGTH	ARC BEARING	ARC LENGTH
1+00.00	S 89° 00' 00" E	100.00	89° 00' 00"	100.00
1+10.00	S 89° 00' 00" E	100.00	89° 00' 00"	100.00
1+20.00	S 89° 00' 00" E	100.00	89° 00' 00"	100.00
1+30.00	S 89° 00' 00" E	100.00	89° 00' 00"	100.00
1+40.00	S 89° 00' 00" E	100.00	89° 00' 00"	100.00
1+50.00	S 89° 00' 00" E	100.00	89° 00' 00"	100.00
1+60.00	S 89° 00' 00" E	100.00	89° 00' 00"	100.00
1+70.00	S 89° 00' 00" E	100.00	89° 00' 00"	100.00
1+80.00	S 89° 00' 00" E	100.00	89° 00' 00"	100.00
1+90.00	S 89° 00' 00" E	100.00	89° 00' 00"	100.00
2+00.00	S 89° 00' 00" E	100.00	89° 00' 00"	100.00



11908 WEST LOOMIS ROAD
 LOT 83 OF RYAN MEADOWS BEING PART OF THE NE 1/4 AND SE 1/4 OF THE NW 1/4 OF SEC. 30, T5N R21E, CITY OF FRANKLIN MILWAUKEE COUNTY WISCONSIN

PINNACLE ENGINEERING GROUP

PLAT OF SURVEY

REVISIONS

NO.	DATE	DESCRIPTION

DATE: 11/15/2009
 DRAWN BY: J. J. JENSEN
 CHECKED BY: J. J. JENSEN

SHEET
 1
 1

SURVEY



PROPOSED NEW FACILITY FOR
 STRAUSS BRANNS INC
 LOOMIS ROAD
 FRANKLIN WI 53132

PRELIMINARY NOT FOR CONSTRUCTION

EXISTING
 CONDITIONS

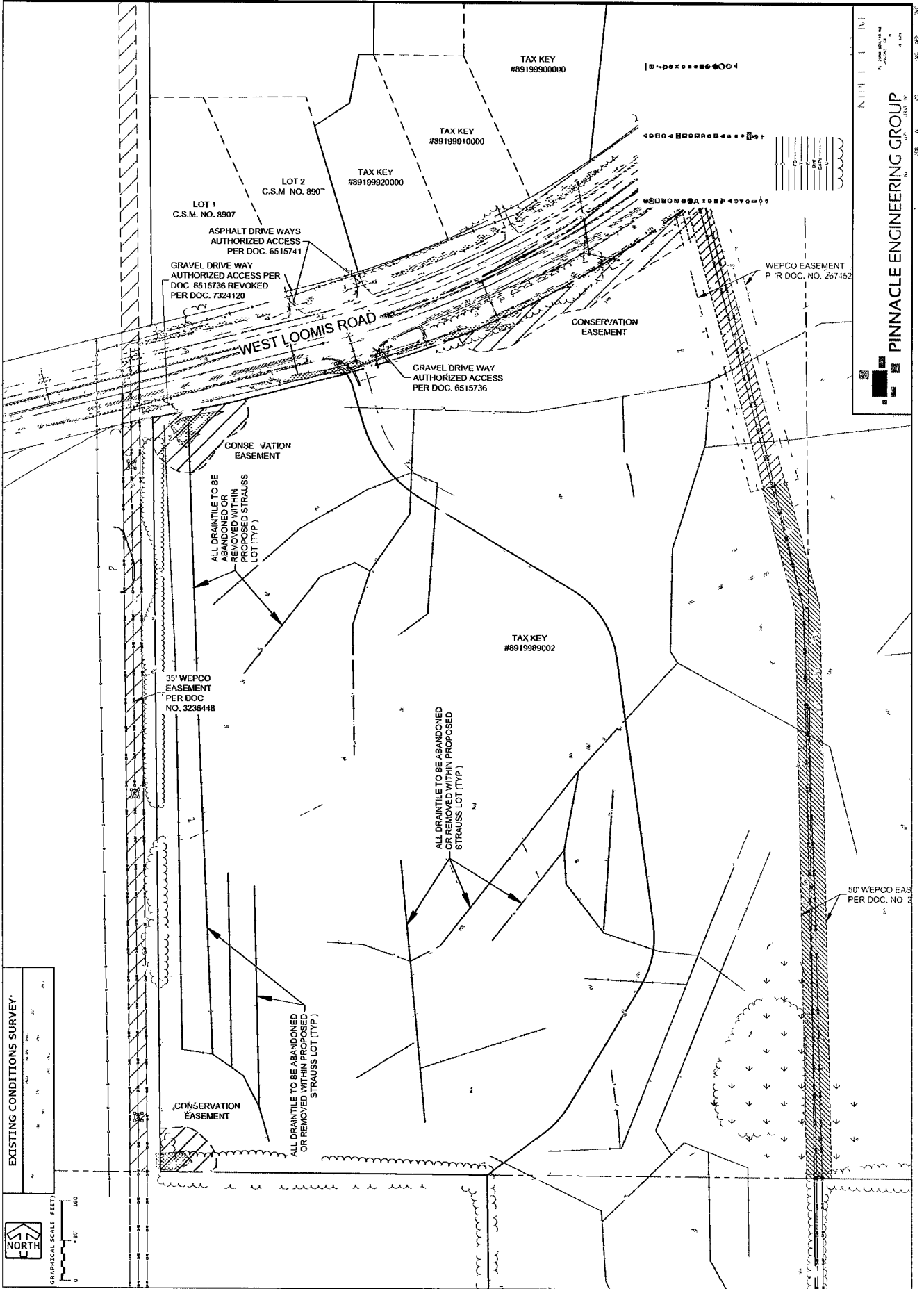
C200

CIVIL

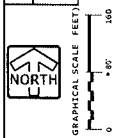
20-1287-01

DATE / REV

05/01/20



EXISTING CONDITIONS SURVEY



PINNACLE ENGINEERING GROUP



2
2

N

150,035 SF | FFE= 811.00
SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION

FUTURE BUILDING
EXPANSION AREA

PROPOSED BUILDING
152,035 SF | FFE= 811.00
SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION

FUTURE TMF I

PROPOSED
POND 2
NNL=800.00
HWL=804.35

MONARCH DRIVE
(SEE SEPARATE PLANS)

PROPOSED CITY OF FRANKLIN
INDUSTRIAL DRIVE APPROACH
(SEE DETAIL)
TO BE INSTALLED ALONG WITH
OFFSITE ROADWAY
CONSTRUCTION (BY OTHERS)



LEGEND

- PROPERTY LINE
- HEAVY DUTY LINE
- SMALL PAVEMENT THICKNESS AND EQUIPMENT WHEEL
- PROPERTY IMPROVEMENT
- GRAVEL ROAD
- 4' VERTICAL CURVE
- 5' VERTICAL CURVE
- 6' VERTICAL CURVE
- 7' VERTICAL CURVE
- 8' VERTICAL CURVE
- 9' VERTICAL CURVE
- 10' VERTICAL CURVE
- 12' VERTICAL CURVE
- 15' VERTICAL CURVE
- 20' VERTICAL CURVE
- 25' VERTICAL CURVE
- 30' VERTICAL CURVE
- 35' VERTICAL CURVE
- 40' VERTICAL CURVE
- 45' VERTICAL CURVE
- 50' VERTICAL CURVE
- 55' VERTICAL CURVE
- 60' VERTICAL CURVE
- 65' VERTICAL CURVE
- 70' VERTICAL CURVE
- 75' VERTICAL CURVE
- 80' VERTICAL CURVE
- 85' VERTICAL CURVE
- 90' VERTICAL CURVE
- 95' VERTICAL CURVE
- 100' VERTICAL CURVE
- 105' VERTICAL CURVE
- 110' VERTICAL CURVE
- 115' VERTICAL CURVE
- 120' VERTICAL CURVE
- 125' VERTICAL CURVE
- 130' VERTICAL CURVE
- 135' VERTICAL CURVE
- 140' VERTICAL CURVE
- 145' VERTICAL CURVE
- 150' VERTICAL CURVE
- 155' VERTICAL CURVE
- 160' VERTICAL CURVE
- 165' VERTICAL CURVE
- 170' VERTICAL CURVE
- 175' VERTICAL CURVE
- 180' VERTICAL CURVE
- 185' VERTICAL CURVE
- 190' VERTICAL CURVE
- 195' VERTICAL CURVE
- 200' VERTICAL CURVE
- 205' VERTICAL CURVE
- 210' VERTICAL CURVE
- 215' VERTICAL CURVE
- 220' VERTICAL CURVE
- 225' VERTICAL CURVE
- 230' VERTICAL CURVE
- 235' VERTICAL CURVE
- 240' VERTICAL CURVE
- 245' VERTICAL CURVE
- 250' VERTICAL CURVE
- 255' VERTICAL CURVE
- 260' VERTICAL CURVE
- 265' VERTICAL CURVE
- 270' VERTICAL CURVE
- 275' VERTICAL CURVE
- 280' VERTICAL CURVE
- 285' VERTICAL CURVE
- 290' VERTICAL CURVE
- 295' VERTICAL CURVE
- 300' VERTICAL CURVE
- 305' VERTICAL CURVE
- 310' VERTICAL CURVE
- 315' VERTICAL CURVE
- 320' VERTICAL CURVE
- 325' VERTICAL CURVE
- 330' VERTICAL CURVE
- 335' VERTICAL CURVE
- 340' VERTICAL CURVE
- 345' VERTICAL CURVE
- 350' VERTICAL CURVE
- 355' VERTICAL CURVE
- 360' VERTICAL CURVE
- 365' VERTICAL CURVE
- 370' VERTICAL CURVE
- 375' VERTICAL CURVE
- 380' VERTICAL CURVE
- 385' VERTICAL CURVE
- 390' VERTICAL CURVE
- 395' VERTICAL CURVE
- 400' VERTICAL CURVE
- 405' VERTICAL CURVE
- 410' VERTICAL CURVE
- 415' VERTICAL CURVE
- 420' VERTICAL CURVE
- 425' VERTICAL CURVE
- 430' VERTICAL CURVE
- 435' VERTICAL CURVE
- 440' VERTICAL CURVE
- 445' VERTICAL CURVE
- 450' VERTICAL CURVE
- 455' VERTICAL CURVE
- 460' VERTICAL CURVE
- 465' VERTICAL CURVE
- 470' VERTICAL CURVE
- 475' VERTICAL CURVE
- 480' VERTICAL CURVE
- 485' VERTICAL CURVE
- 490' VERTICAL CURVE
- 495' VERTICAL CURVE
- 500' VERTICAL CURVE
- 505' VERTICAL CURVE
- 510' VERTICAL CURVE
- 515' VERTICAL CURVE
- 520' VERTICAL CURVE
- 525' VERTICAL CURVE
- 530' VERTICAL CURVE
- 535' VERTICAL CURVE
- 540' VERTICAL CURVE
- 545' VERTICAL CURVE
- 550' VERTICAL CURVE
- 555' VERTICAL CURVE
- 560' VERTICAL CURVE
- 565' VERTICAL CURVE
- 570' VERTICAL CURVE
- 575' VERTICAL CURVE
- 580' VERTICAL CURVE
- 585' VERTICAL CURVE
- 590' VERTICAL CURVE
- 595' VERTICAL CURVE
- 600' VERTICAL CURVE
- 605' VERTICAL CURVE
- 610' VERTICAL CURVE
- 615' VERTICAL CURVE
- 620' VERTICAL CURVE
- 625' VERTICAL CURVE
- 630' VERTICAL CURVE
- 635' VERTICAL CURVE
- 640' VERTICAL CURVE
- 645' VERTICAL CURVE
- 650' VERTICAL CURVE
- 655' VERTICAL CURVE
- 660' VERTICAL CURVE
- 665' VERTICAL CURVE
- 670' VERTICAL CURVE
- 675' VERTICAL CURVE
- 680' VERTICAL CURVE
- 685' VERTICAL CURVE
- 690' VERTICAL CURVE
- 695' VERTICAL CURVE
- 700' VERTICAL CURVE
- 705' VERTICAL CURVE
- 710' VERTICAL CURVE
- 715' VERTICAL CURVE
- 720' VERTICAL CURVE
- 725' VERTICAL CURVE
- 730' VERTICAL CURVE
- 735' VERTICAL CURVE
- 740' VERTICAL CURVE
- 745' VERTICAL CURVE
- 750' VERTICAL CURVE
- 755' VERTICAL CURVE
- 760' VERTICAL CURVE
- 765' VERTICAL CURVE
- 770' VERTICAL CURVE
- 775' VERTICAL CURVE
- 780' VERTICAL CURVE
- 785' VERTICAL CURVE
- 790' VERTICAL CURVE
- 795' VERTICAL CURVE
- 800' VERTICAL CURVE
- 805' VERTICAL CURVE
- 810' VERTICAL CURVE
- 815' VERTICAL CURVE
- 820' VERTICAL CURVE
- 825' VERTICAL CURVE
- 830' VERTICAL CURVE
- 835' VERTICAL CURVE
- 840' VERTICAL CURVE
- 845' VERTICAL CURVE
- 850' VERTICAL CURVE
- 855' VERTICAL CURVE
- 860' VERTICAL CURVE
- 865' VERTICAL CURVE
- 870' VERTICAL CURVE
- 875' VERTICAL CURVE
- 880' VERTICAL CURVE
- 885' VERTICAL CURVE
- 890' VERTICAL CURVE
- 895' VERTICAL CURVE
- 900' VERTICAL CURVE
- 905' VERTICAL CURVE
- 910' VERTICAL CURVE
- 915' VERTICAL CURVE
- 920' VERTICAL CURVE
- 925' VERTICAL CURVE
- 930' VERTICAL CURVE
- 935' VERTICAL CURVE
- 940' VERTICAL CURVE
- 945' VERTICAL CURVE
- 950' VERTICAL CURVE
- 955' VERTICAL CURVE
- 960' VERTICAL CURVE
- 965' VERTICAL CURVE
- 970' VERTICAL CURVE
- 975' VERTICAL CURVE
- 980' VERTICAL CURVE
- 985' VERTICAL CURVE
- 990' VERTICAL CURVE
- 995' VERTICAL CURVE
- 1000' VERTICAL CURVE

PROPOSED CITY OF FRANKLIN INDUSTRIAL
DRIVE APPROACH (SEE DETAIL)
TO BE INSTALLED ALONG WITH OFFSITE
ROADWAY CONSTRUCTION (BY OTHERS)

DATE: 05/01/20
DCC: / M:
JOB NO: 20-1237-01
SHEET NO: 2
TOTAL SHEETS: 2

C302

**SITE
DIMENSIONAL
& PAVING
PLAN**

CIVIL

Pinnacle Engineering Group
INCORPORATED

11111 PINE HILL
SUITE 200
FRANKLIN, MA 01717
TEL: 508-885-1111
WWW.PINNACLE-ENG.COM

PROPOSED NEW FACILITY FOR
STRAUSS BRANDS INC
LOOMIS ROAD
FRANKLIN MA 01713

PRELIMINARY NOT FOR CONSTRUCTION



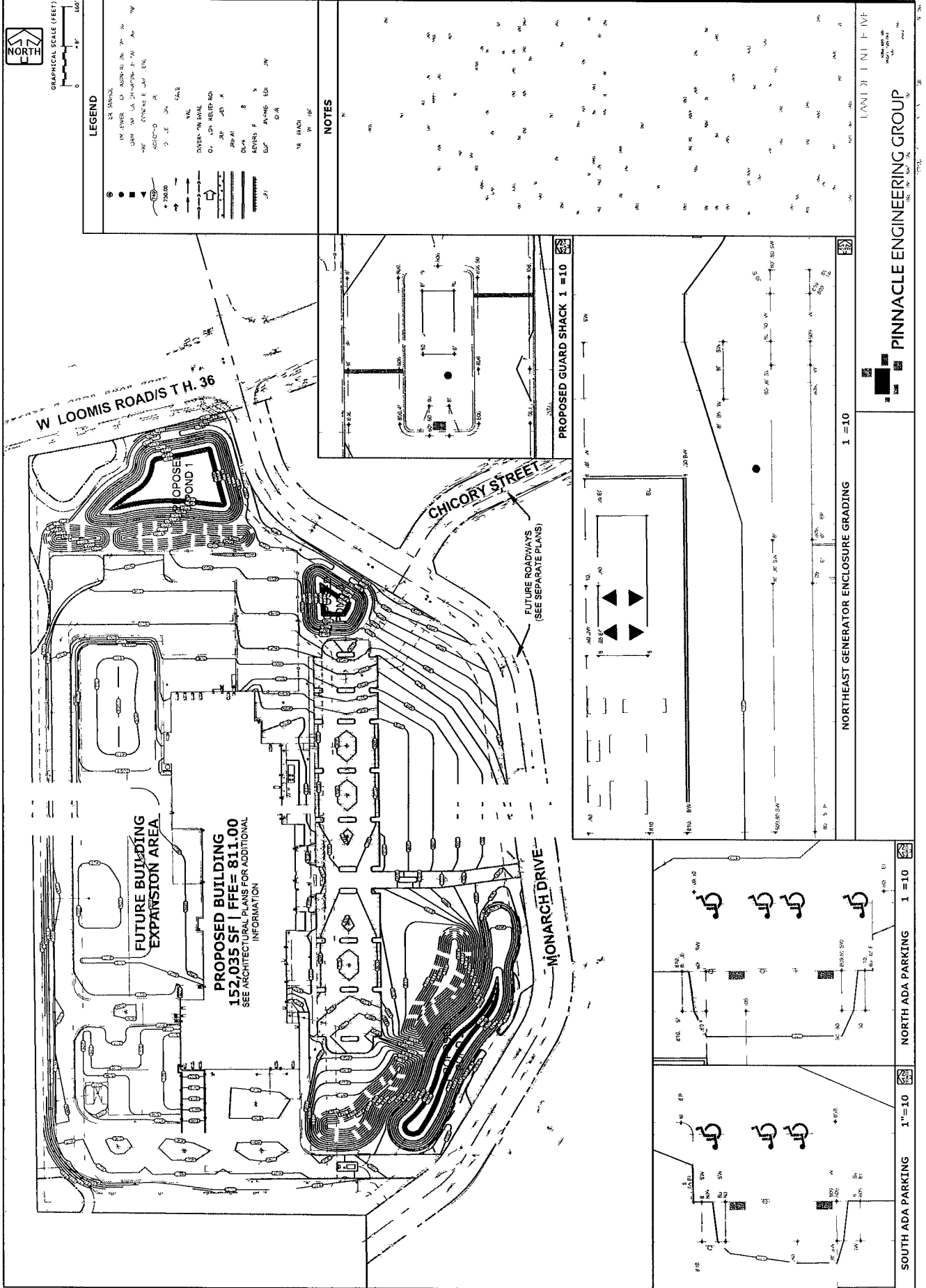
PROPOSED NEW FACILITY FOR
STRAUSS BRANDS INC
LOOMIS ROAD
FRANKLIN WI 53132

PRELIMINARY NOT FOR CONSTRUCTION

GRADING PLAN
OVERVIEW

C400

CIVIL



PROPOSED GUARD SHACK 1 = 10

NORTHEAST GENERATOR ENCLOSURE GRADING 1 = 10

NORTH ADA PARKING 1"=10

SOUTH ADA PARKING 1"=10



PINNACLE ENGINEERING GROUP

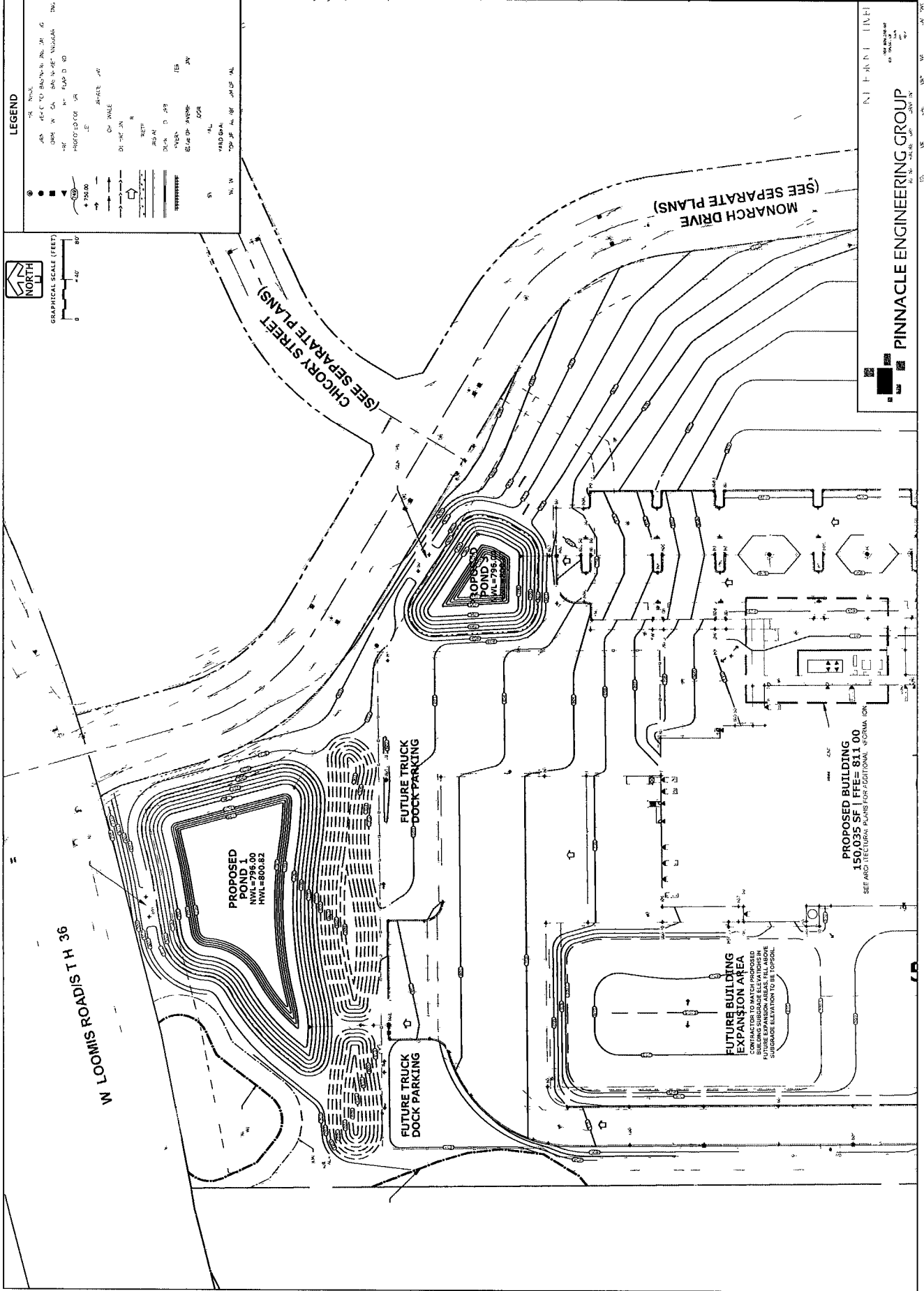


PROPOSED NEW FACILITY FOR
 STRAUSS BRANDS, INC.
 LOOMIS ROAD
 FRANKLIN WI 53132

PRELIMINARY NOT FOR CONSTRUCTION

20-1257-01
 05/01/20
 DC / M/C
 GRADING PLAN

C401
 CIVIL





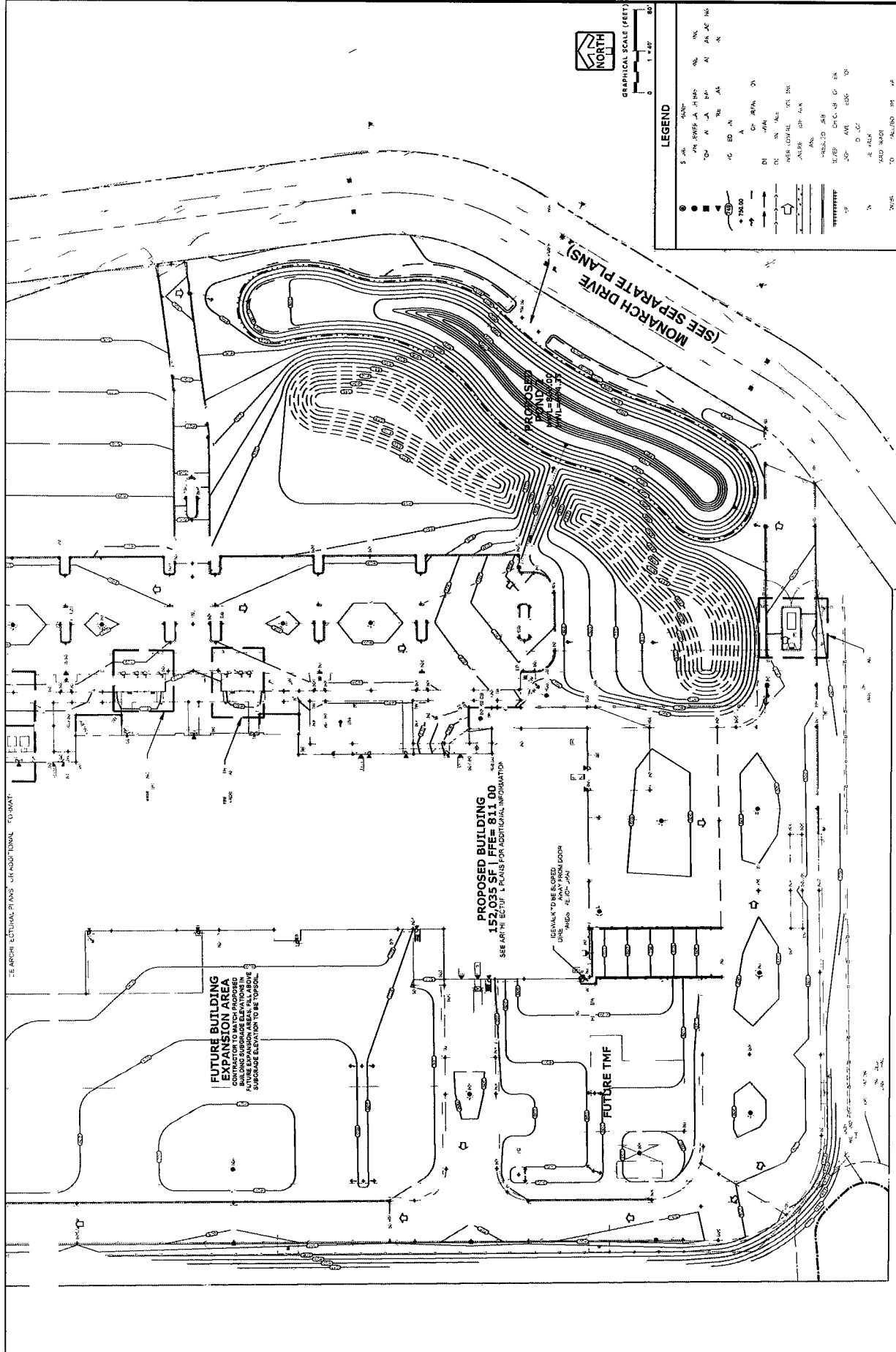
PROPOSED NEW FACILITY FOR
 STRAUSS BRANDS INC
 LOOMIS ROAD
 FRANKLIN WI 53132

PRELIMINARY NOT FOR CONSTRUCTION

20-1257-01
 DATE: 05/01/20
 DRAWN BY: [Redacted]
 CHECKED BY: [Redacted]

C402
 CIVIL

GRADING PLAN



GRAPHICAL SCALE (FEET)
 0 10 20 30 40 50 60 70 80

LEGEND

[Symbol]	3.0' WIDE CONC. DRIVE
[Symbol]	4.0' WIDE CONC. DRIVE
[Symbol]	5.0' WIDE CONC. DRIVE
[Symbol]	6.0' WIDE CONC. DRIVE
[Symbol]	7.0' WIDE CONC. DRIVE
[Symbol]	8.0' WIDE CONC. DRIVE
[Symbol]	9.0' WIDE CONC. DRIVE
[Symbol]	10.0' WIDE CONC. DRIVE
[Symbol]	12.0' WIDE CONC. DRIVE
[Symbol]	15.0' WIDE CONC. DRIVE
[Symbol]	20.0' WIDE CONC. DRIVE
[Symbol]	25.0' WIDE CONC. DRIVE
[Symbol]	30.0' WIDE CONC. DRIVE
[Symbol]	35.0' WIDE CONC. DRIVE
[Symbol]	40.0' WIDE CONC. DRIVE
[Symbol]	45.0' WIDE CONC. DRIVE
[Symbol]	50.0' WIDE CONC. DRIVE
[Symbol]	55.0' WIDE CONC. DRIVE
[Symbol]	60.0' WIDE CONC. DRIVE
[Symbol]	65.0' WIDE CONC. DRIVE
[Symbol]	70.0' WIDE CONC. DRIVE
[Symbol]	75.0' WIDE CONC. DRIVE
[Symbol]	80.0' WIDE CONC. DRIVE
[Symbol]	85.0' WIDE CONC. DRIVE
[Symbol]	90.0' WIDE CONC. DRIVE
[Symbol]	95.0' WIDE CONC. DRIVE
[Symbol]	100.0' WIDE CONC. DRIVE
[Symbol]	105.0' WIDE CONC. DRIVE
[Symbol]	110.0' WIDE CONC. DRIVE
[Symbol]	115.0' WIDE CONC. DRIVE
[Symbol]	120.0' WIDE CONC. DRIVE
[Symbol]	125.0' WIDE CONC. DRIVE
[Symbol]	130.0' WIDE CONC. DRIVE
[Symbol]	135.0' WIDE CONC. DRIVE
[Symbol]	140.0' WIDE CONC. DRIVE
[Symbol]	145.0' WIDE CONC. DRIVE
[Symbol]	150.0' WIDE CONC. DRIVE
[Symbol]	155.0' WIDE CONC. DRIVE
[Symbol]	160.0' WIDE CONC. DRIVE
[Symbol]	165.0' WIDE CONC. DRIVE
[Symbol]	170.0' WIDE CONC. DRIVE
[Symbol]	175.0' WIDE CONC. DRIVE
[Symbol]	180.0' WIDE CONC. DRIVE
[Symbol]	185.0' WIDE CONC. DRIVE
[Symbol]	190.0' WIDE CONC. DRIVE
[Symbol]	195.0' WIDE CONC. DRIVE
[Symbol]	200.0' WIDE CONC. DRIVE
[Symbol]	205.0' WIDE CONC. DRIVE
[Symbol]	210.0' WIDE CONC. DRIVE
[Symbol]	215.0' WIDE CONC. DRIVE
[Symbol]	220.0' WIDE CONC. DRIVE
[Symbol]	225.0' WIDE CONC. DRIVE
[Symbol]	230.0' WIDE CONC. DRIVE
[Symbol]	235.0' WIDE CONC. DRIVE
[Symbol]	240.0' WIDE CONC. DRIVE
[Symbol]	245.0' WIDE CONC. DRIVE
[Symbol]	250.0' WIDE CONC. DRIVE
[Symbol]	255.0' WIDE CONC. DRIVE
[Symbol]	260.0' WIDE CONC. DRIVE
[Symbol]	265.0' WIDE CONC. DRIVE
[Symbol]	270.0' WIDE CONC. DRIVE
[Symbol]	275.0' WIDE CONC. DRIVE
[Symbol]	280.0' WIDE CONC. DRIVE
[Symbol]	285.0' WIDE CONC. DRIVE
[Symbol]	290.0' WIDE CONC. DRIVE
[Symbol]	295.0' WIDE CONC. DRIVE
[Symbol]	300.0' WIDE CONC. DRIVE
[Symbol]	305.0' WIDE CONC. DRIVE
[Symbol]	310.0' WIDE CONC. DRIVE
[Symbol]	315.0' WIDE CONC. DRIVE
[Symbol]	320.0' WIDE CONC. DRIVE
[Symbol]	325.0' WIDE CONC. DRIVE
[Symbol]	330.0' WIDE CONC. DRIVE
[Symbol]	335.0' WIDE CONC. DRIVE
[Symbol]	340.0' WIDE CONC. DRIVE
[Symbol]	345.0' WIDE CONC. DRIVE
[Symbol]	350.0' WIDE CONC. DRIVE
[Symbol]	355.0' WIDE CONC. DRIVE
[Symbol]	360.0' WIDE CONC. DRIVE
[Symbol]	365.0' WIDE CONC. DRIVE
[Symbol]	370.0' WIDE CONC. DRIVE
[Symbol]	375.0' WIDE CONC. DRIVE
[Symbol]	380.0' WIDE CONC. DRIVE
[Symbol]	385.0' WIDE CONC. DRIVE
[Symbol]	390.0' WIDE CONC. DRIVE
[Symbol]	395.0' WIDE CONC. DRIVE
[Symbol]	400.0' WIDE CONC. DRIVE
[Symbol]	405.0' WIDE CONC. DRIVE
[Symbol]	410.0' WIDE CONC. DRIVE
[Symbol]	415.0' WIDE CONC. DRIVE
[Symbol]	420.0' WIDE CONC. DRIVE
[Symbol]	425.0' WIDE CONC. DRIVE
[Symbol]	430.0' WIDE CONC. DRIVE
[Symbol]	435.0' WIDE CONC. DRIVE
[Symbol]	440.0' WIDE CONC. DRIVE
[Symbol]	445.0' WIDE CONC. DRIVE
[Symbol]	450.0' WIDE CONC. DRIVE
[Symbol]	455.0' WIDE CONC. DRIVE
[Symbol]	460.0' WIDE CONC. DRIVE
[Symbol]	465.0' WIDE CONC. DRIVE
[Symbol]	470.0' WIDE CONC. DRIVE
[Symbol]	475.0' WIDE CONC. DRIVE
[Symbol]	480.0' WIDE CONC. DRIVE
[Symbol]	485.0' WIDE CONC. DRIVE
[Symbol]	490.0' WIDE CONC. DRIVE
[Symbol]	495.0' WIDE CONC. DRIVE
[Symbol]	500.0' WIDE CONC. DRIVE

PINNACLE ENGINEERING GROUP
 1000 W. WISCONSIN AVENUE, SUITE 200
 MILWAUKEE, WI 53233
 TEL: 414.224.1100
 FAX: 414.224.1101
 WWW.PINNACLE-ENG.COM

SEE ARCHITECTURAL PLANS FOR ADDITIONAL COMMENTS

FUTURE BUILDING EXPANSION AREA
 FUTURE EXPANSION AREAS SHALL BE AT THE DISCRETION OF THE ARCHITECT. FUTURE EXPANSION AREAS SHALL BE AT THE DISCRETION OF THE ARCHITECT.

PROPOSED BUILDING
 152,033 SF | PFE# 811 00
 SEE ARCHITECTURAL PLANS FOR ADDITIONAL COMMENTS

USE ONLY TO BE SLOPED
 UNLESS OTHERWISE NOTED

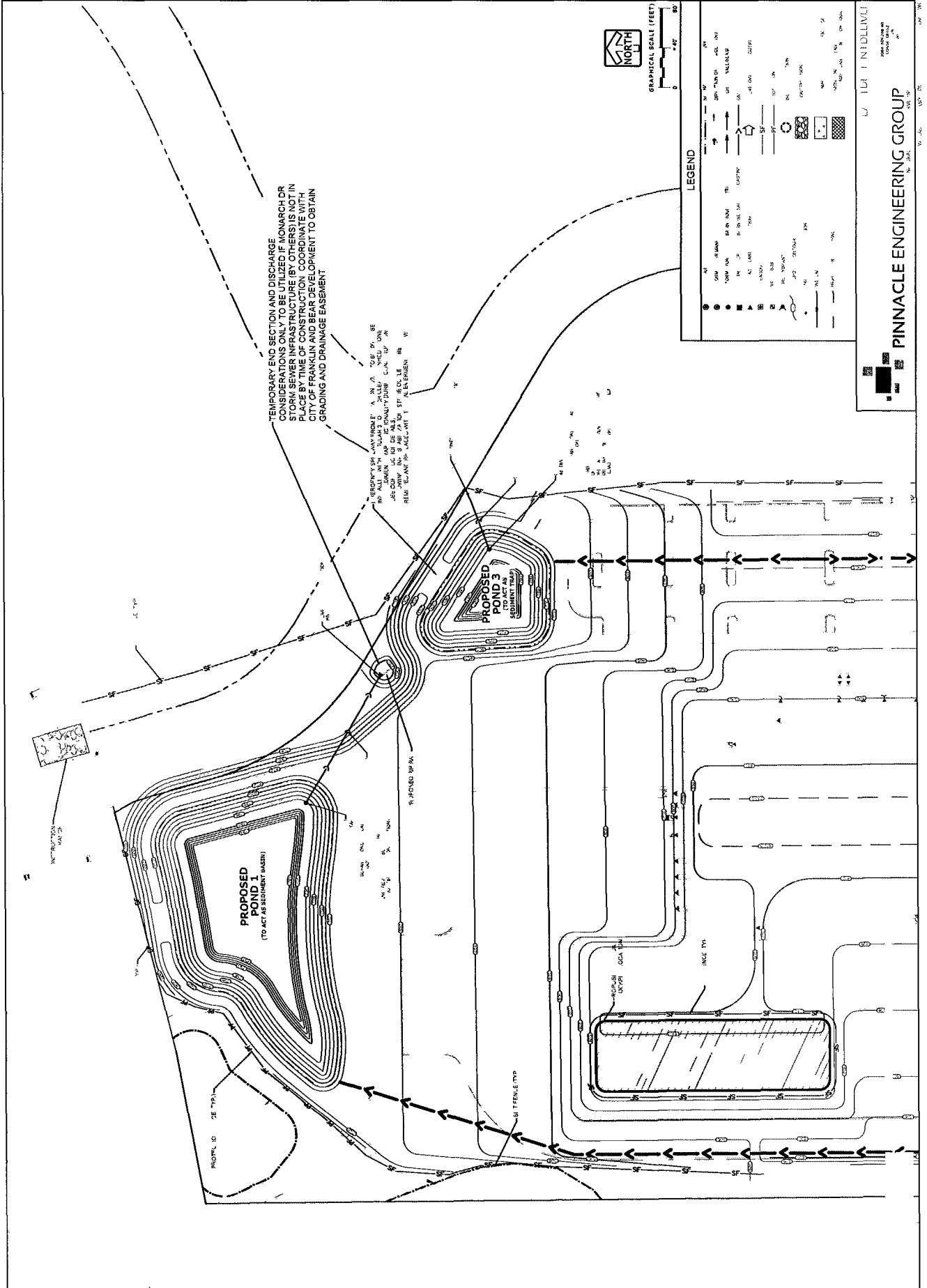
FUTURE TMF



PROPOSED NEW FACILITY FOR
 STRAUSS BRANDS INC
 LOOMIS ROAD
 FRANKLIN WI 53132

PRELIMINARY NOT FOR CONSTRUCTION

20-1287-01
 DATE: 05.01.20
 INTERIM
 GRADING PLAN
C404
 CIVIL



C405
CIVIL

INTERIM GRADING PLAN

DATE 05.01.20

PROJECT / NAME

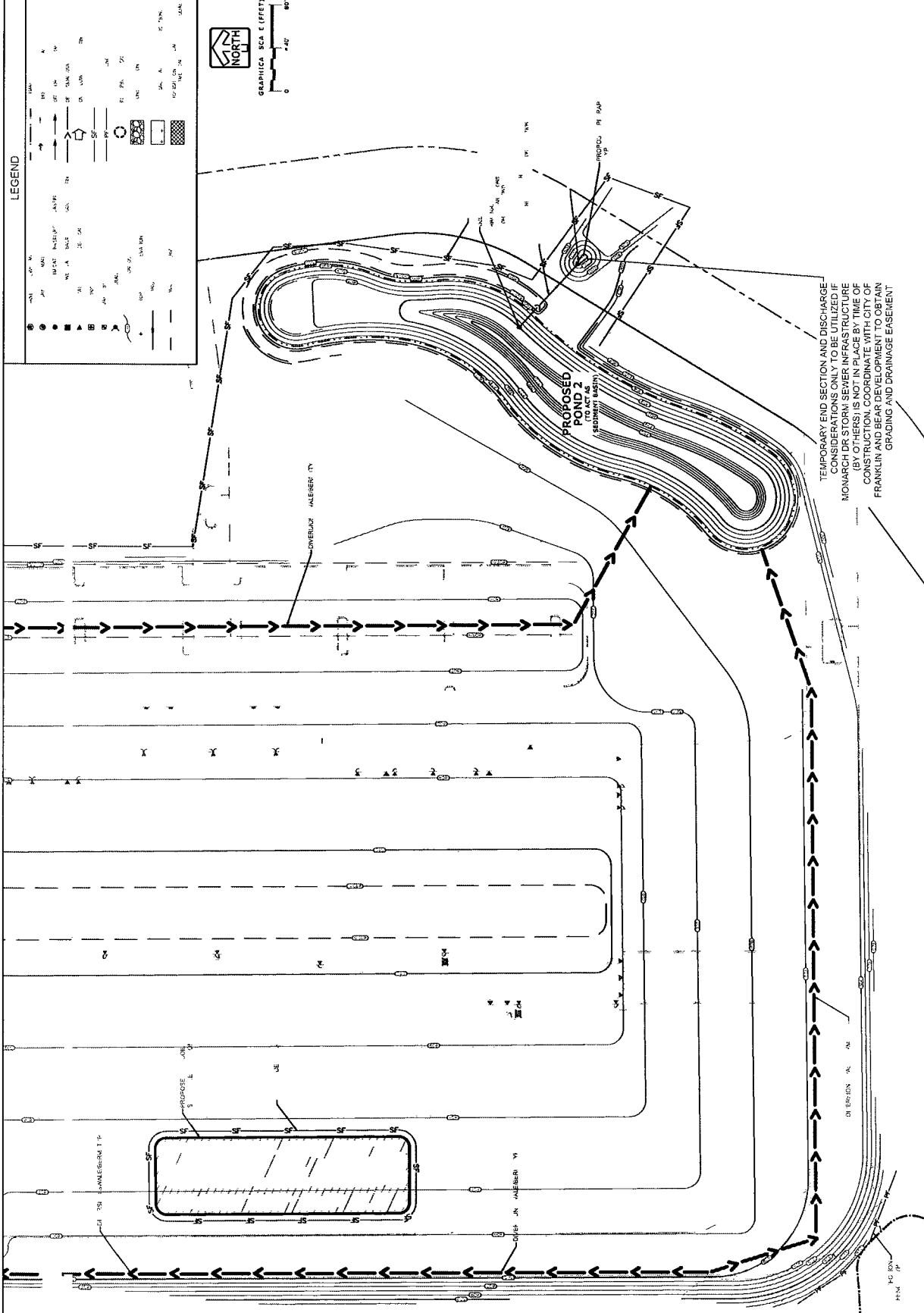
20-1257-01

PROPOSED NEW FACILITY FOR STRAUSS BRANDS, INC. FRANKLIN WI 53132



PROJECT: C405
 CLIENT: STRAUSS BRANDS, INC.
 ADDRESS: FRANKLIN WI 53132
 DATE: 05.01.20
 PROJECT NAME: PROPOSED NEW FACILITY FOR STRAUSS BRANDS, INC.
 DRAWING TITLE: INTERIM GRADING PLAN
 SCALE: AS SHOWN
 SHEET NO.: 20-1257-01

PINNACLE ENGINEERING GROUP
 1100 W. WISCONSIN AVENUE, SUITE 200
 MADISON, WI 53706
 TEL: 608.261.1100
 FAX: 608.261.1101
 WWW.PINNACLEENG.COM



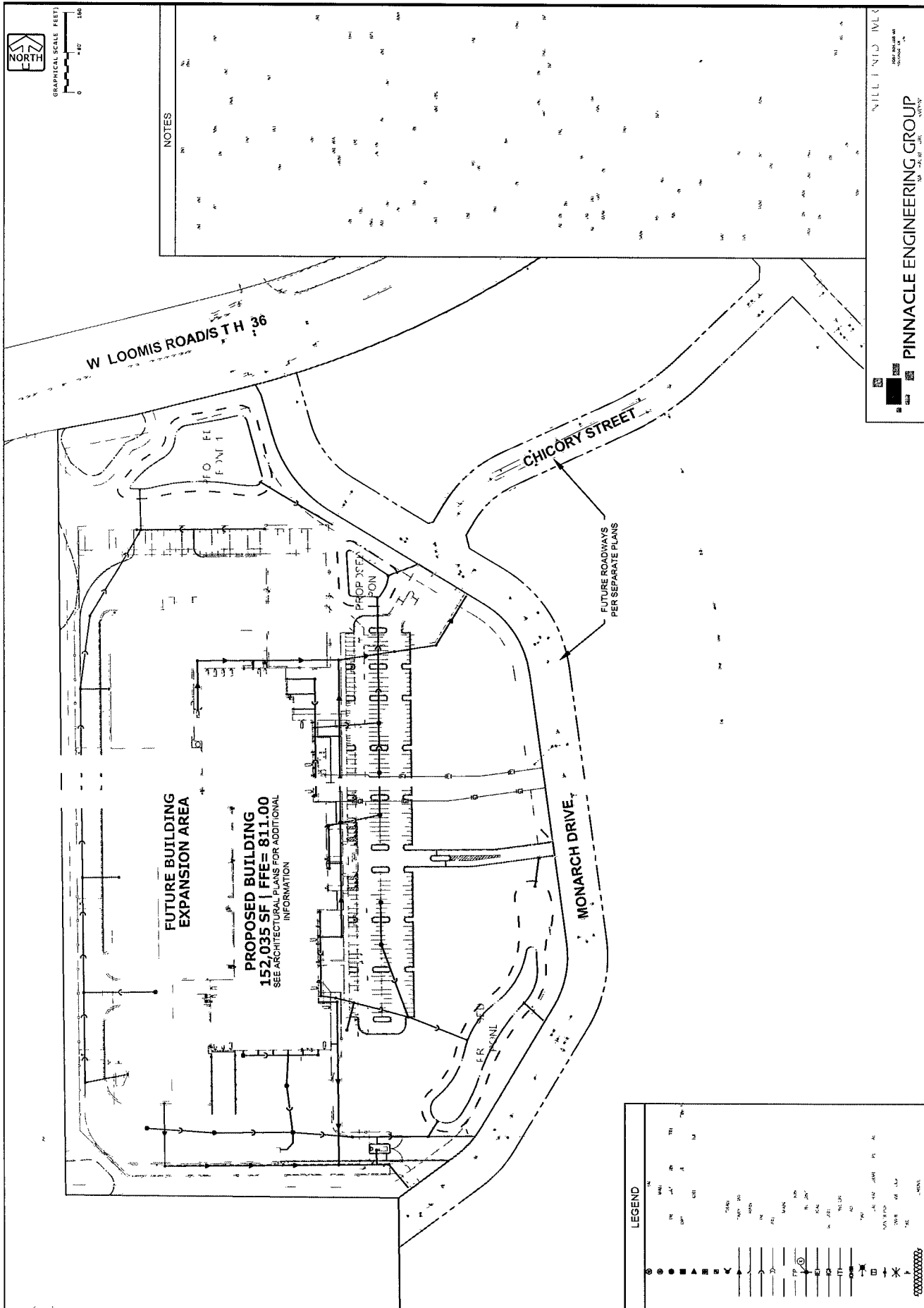
TEMPORARY END SECTION AND DISCHARGE CONSIDERATIONS ONLY TO BE UTILIZED IF MONARCH DR. STORM SEWER INFRASTRUCTURE IS NOT IN PLACE BY TIME OF CONSTRUCTION. CONTACT THE CITY OF FRANKLIN AND BEAR DEVELOPMENT TO OBTAIN GRADING AND DRAINAGE EASEMENT



PROPOSED NEW FACILITY FOR
 STRAUSS BRANDS INC
 LOOMIS ROAD
 FRANKLIN WI 53132

PRELIMINARY NOT FOR CONSTRUCTION

DATE: 05/01/20
 SHEET NO. 20-1237-01
 PROJECT: STRAUSS BRANDS INC
 UTILITY PLAN
 OVERVIEW
 CIVIL



PINNACLE ENGINEERING GROUP
 200 W. WISCONSIN AVENUE
 SUITE 200
 MILWAUKEE, WI 53212
 TEL: 414.224.1100
 FAX: 414.224.1101
 WWW.PINNACLE-ENG.COM



PROPOSED NEW FACILITY FOR
STRAUSS BRANDS INC
FRANKLIN WI 53132

PRELIMINARY NOT FOR CONSTRUCTION

20-1267-01

DATE / REV

05.01.20

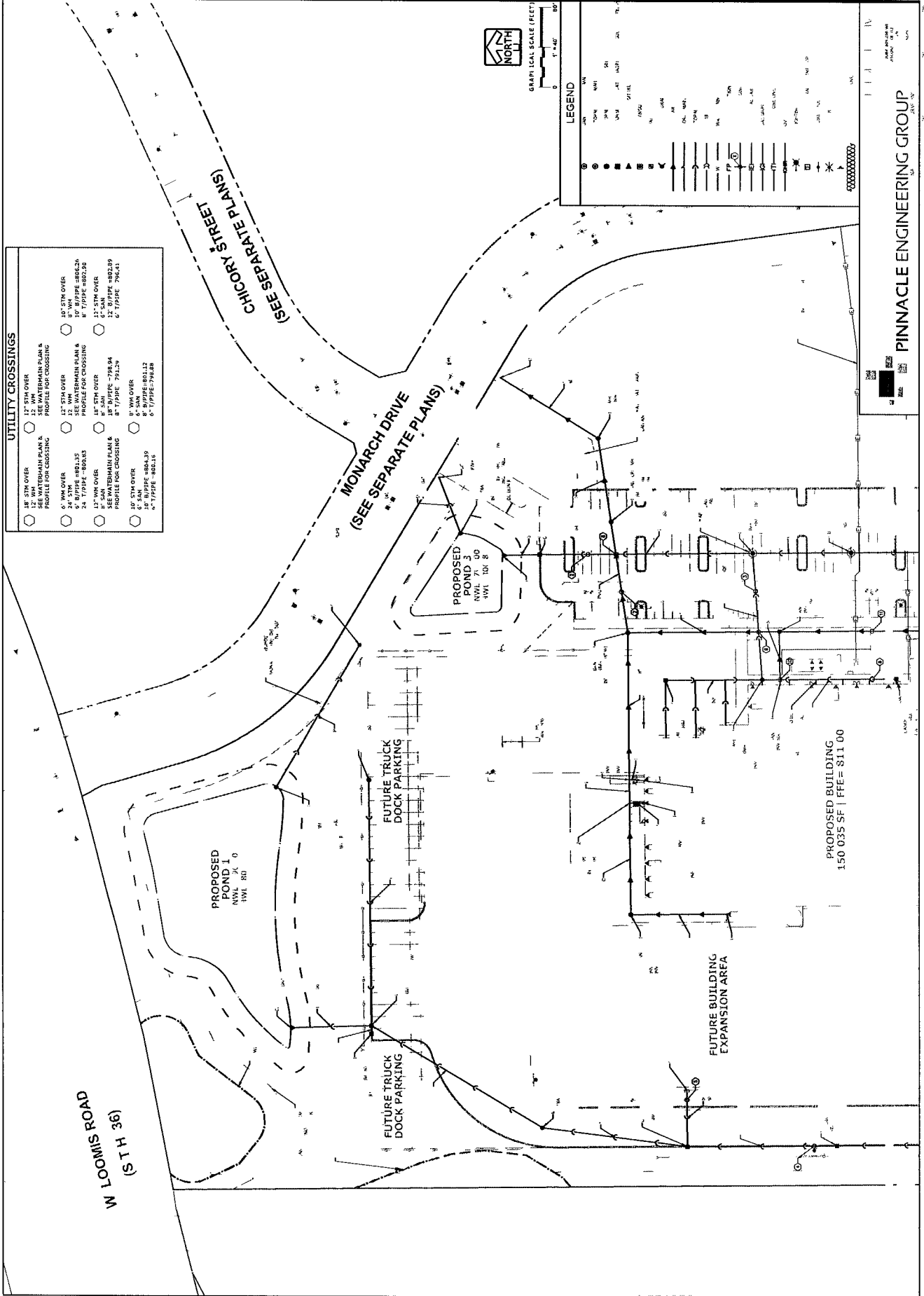
UTILITY PLAN

C501

CIVIL

PINNACLE ENGINEERING GROUP

UTILITY CROSSINGS	
18" STM OVER	12" STM OVER
12" W/M	12" W/M
SEE WATERMAIN PLAN A	SEE WATERMAIN PLAN A
PROFILE FOR CROSSING	PROFILE FOR CROSSING
6" W/M OVER	12" STM OVER
24" STM	12" W/M
SEE WATERMAIN PLAN A	SEE WATERMAIN PLAN A
PROFILE FOR CROSSING	PROFILE FOR CROSSING
6" W/M OVER	12" STM OVER
8" W/M	12" W/M
SEE WATERMAIN PLAN A	SEE WATERMAIN PLAN A
PROFILE FOR CROSSING	PROFILE FOR CROSSING
10" STM OVER	6" W/M OVER
18" W/PPE-804.39	8" W/PPE-804.12
8" W/PPE-802.16	6" W/PPE-784.08





PROPOSED NEW FACILITY FOR
 STRAUSS BRANDS INC.
 LOOMIS ROAD
 FRANKLIN WI 53132

PRELIMINARY NOT FOR CONSTRUCTION

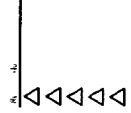
PROJECT NO. **C502**
 CIVIL

UTILITY PLAN

05.01.20

DWG / BASF

20-1237-01

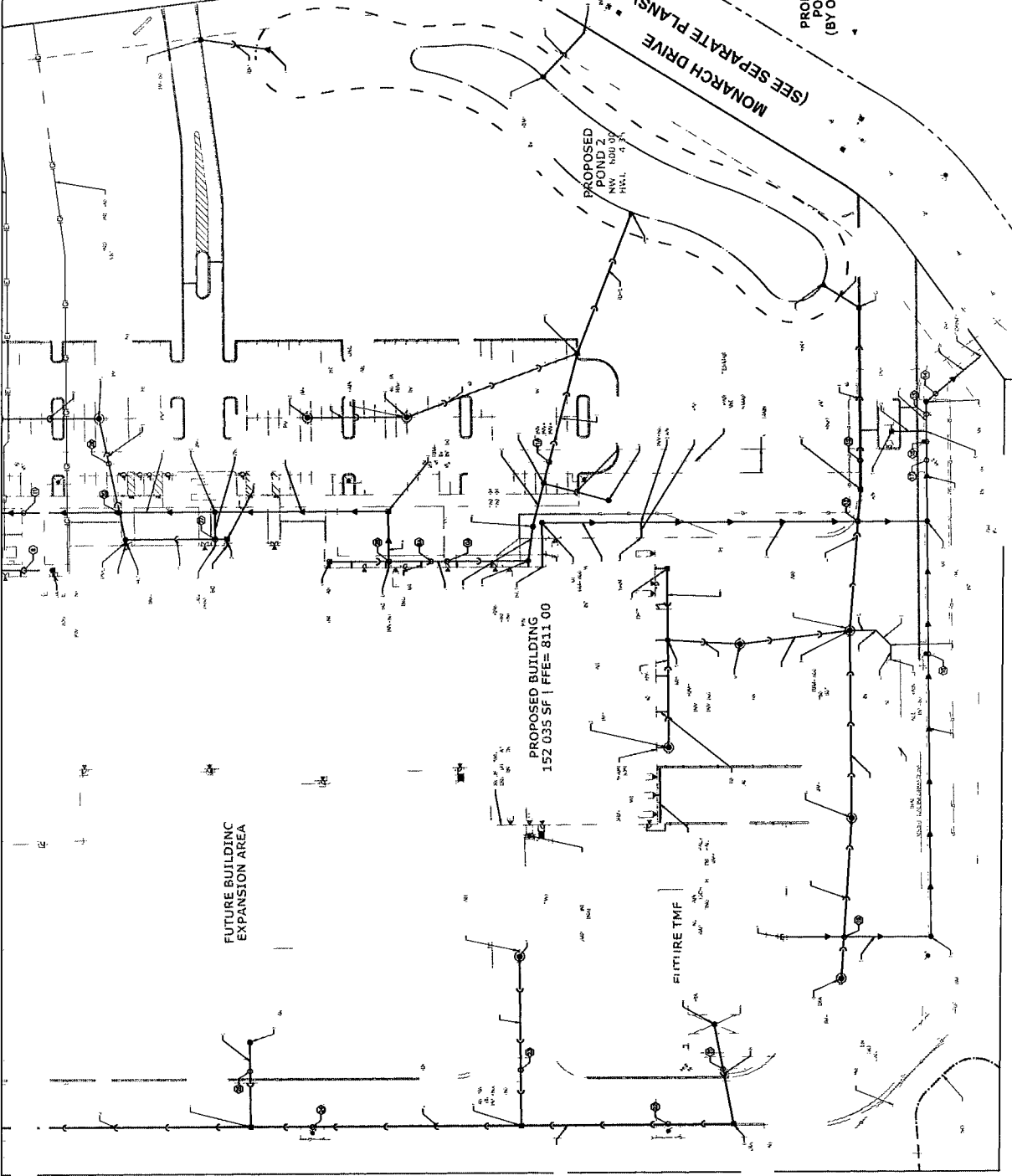


LEGEND

12" W/PIPE	12" W/PIPE	12" W/PIPE	12" W/PIPE
10" W/PIPE	10" W/PIPE	10" W/PIPE	10" W/PIPE
8" W/PIPE	8" W/PIPE	8" W/PIPE	8" W/PIPE
6" W/PIPE	6" W/PIPE	6" W/PIPE	6" W/PIPE
5" W/PIPE	5" W/PIPE	5" W/PIPE	5" W/PIPE
4" W/PIPE	4" W/PIPE	4" W/PIPE	4" W/PIPE
3" W/PIPE	3" W/PIPE	3" W/PIPE	3" W/PIPE
2" W/PIPE	2" W/PIPE	2" W/PIPE	2" W/PIPE
1" W/PIPE	1" W/PIPE	1" W/PIPE	1" W/PIPE
12" W/PIPE	12" W/PIPE	12" W/PIPE	12" W/PIPE
10" W/PIPE	10" W/PIPE	10" W/PIPE	10" W/PIPE
8" W/PIPE	8" W/PIPE	8" W/PIPE	8" W/PIPE
6" W/PIPE	6" W/PIPE	6" W/PIPE	6" W/PIPE
5" W/PIPE	5" W/PIPE	5" W/PIPE	5" W/PIPE
4" W/PIPE	4" W/PIPE	4" W/PIPE	4" W/PIPE
3" W/PIPE	3" W/PIPE	3" W/PIPE	3" W/PIPE
2" W/PIPE	2" W/PIPE	2" W/PIPE	2" W/PIPE
1" W/PIPE	1" W/PIPE	1" W/PIPE	1" W/PIPE
12" W/PIPE	12" W/PIPE	12" W/PIPE	12" W/PIPE
10" W/PIPE	10" W/PIPE	10" W/PIPE	10" W/PIPE
8" W/PIPE	8" W/PIPE	8" W/PIPE	8" W/PIPE
6" W/PIPE	6" W/PIPE	6" W/PIPE	6" W/PIPE
5" W/PIPE	5" W/PIPE	5" W/PIPE	5" W/PIPE
4" W/PIPE	4" W/PIPE	4" W/PIPE	4" W/PIPE
3" W/PIPE	3" W/PIPE	3" W/PIPE	3" W/PIPE
2" W/PIPE	2" W/PIPE	2" W/PIPE	2" W/PIPE
1" W/PIPE	1" W/PIPE	1" W/PIPE	1" W/PIPE

UTILITY CROSSINGS

12" W/PIPE	12" W/PIPE	12" W/PIPE	12" W/PIPE
10" W/PIPE	10" W/PIPE	10" W/PIPE	10" W/PIPE
8" W/PIPE	8" W/PIPE	8" W/PIPE	8" W/PIPE
6" W/PIPE	6" W/PIPE	6" W/PIPE	6" W/PIPE
5" W/PIPE	5" W/PIPE	5" W/PIPE	5" W/PIPE
4" W/PIPE	4" W/PIPE	4" W/PIPE	4" W/PIPE
3" W/PIPE	3" W/PIPE	3" W/PIPE	3" W/PIPE
2" W/PIPE	2" W/PIPE	2" W/PIPE	2" W/PIPE
1" W/PIPE	1" W/PIPE	1" W/PIPE	1" W/PIPE
12" W/PIPE	12" W/PIPE	12" W/PIPE	12" W/PIPE
10" W/PIPE	10" W/PIPE	10" W/PIPE	10" W/PIPE
8" W/PIPE	8" W/PIPE	8" W/PIPE	8" W/PIPE
6" W/PIPE	6" W/PIPE	6" W/PIPE	6" W/PIPE
5" W/PIPE	5" W/PIPE	5" W/PIPE	5" W/PIPE
4" W/PIPE	4" W/PIPE	4" W/PIPE	4" W/PIPE
3" W/PIPE	3" W/PIPE	3" W/PIPE	3" W/PIPE
2" W/PIPE	2" W/PIPE	2" W/PIPE	2" W/PIPE
1" W/PIPE	1" W/PIPE	1" W/PIPE	1" W/PIPE



PINNACLE ENGINEERING GROUP

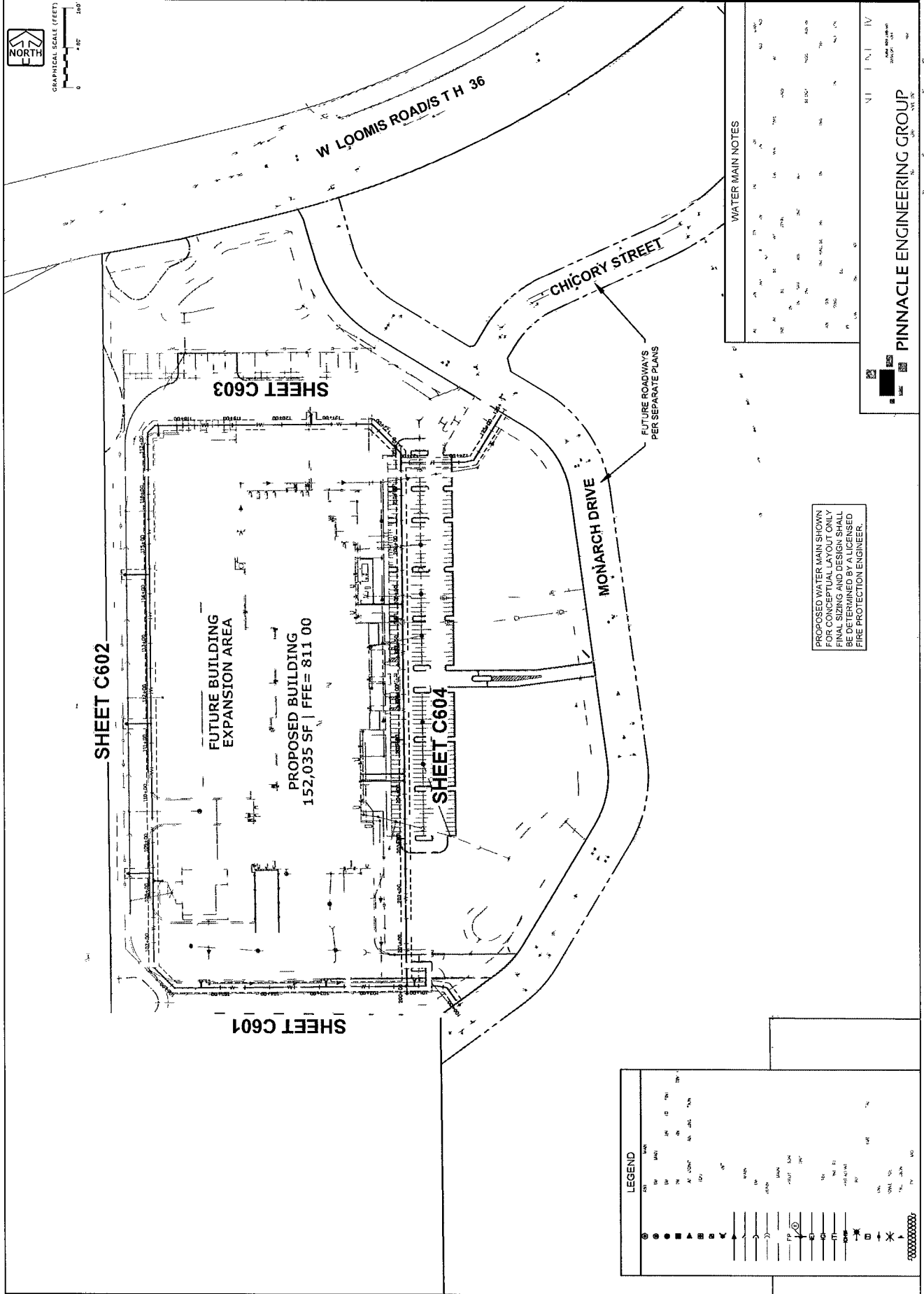


PROPOSED NEW FACILITY FOR
 STRAUSS BRANDS INC
 LOOMIS ROAD
 FRANKLIN WI 53132

PRELIMINARY NOT FOR CONSTRUCTION

20-1257-01
 05.01.20
 WATER MAIN
 OVERVIEW

C600
 CIVIL



SHEET C602

SHEET C603

SHEET C604

SHEET C601

FUTURE BUILDING EXPANSION AREA
 PROPOSED BUILDING
 152,035 SF | PFE = 811' 00"

W LOOMIS ROAD/ST H 36

CHICORY STREET

MONARCH DRIVE

FUTURE ROADWAYS PER SEPARATE PLANS

PINNACLE ENGINEERING GROUP

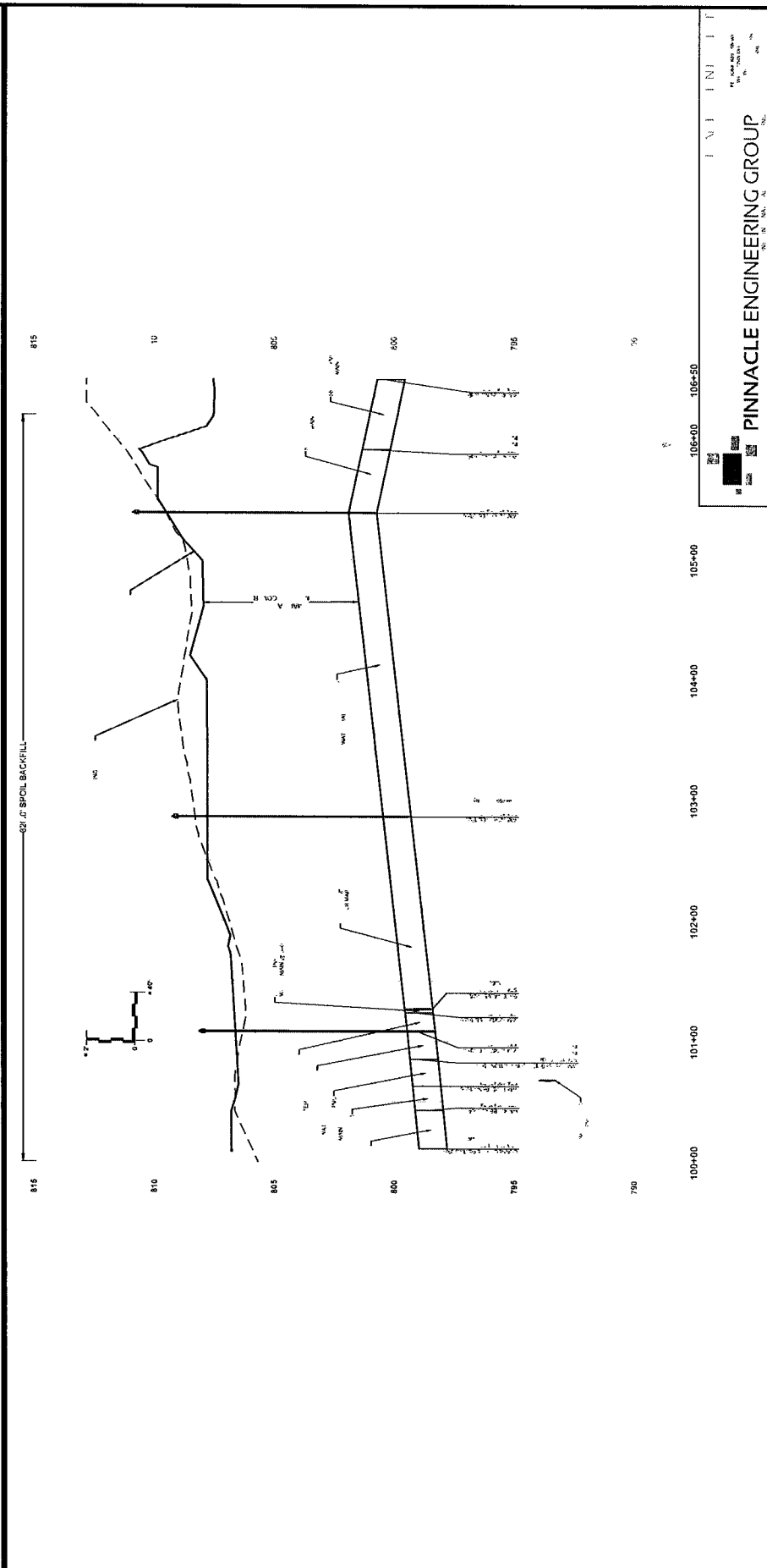
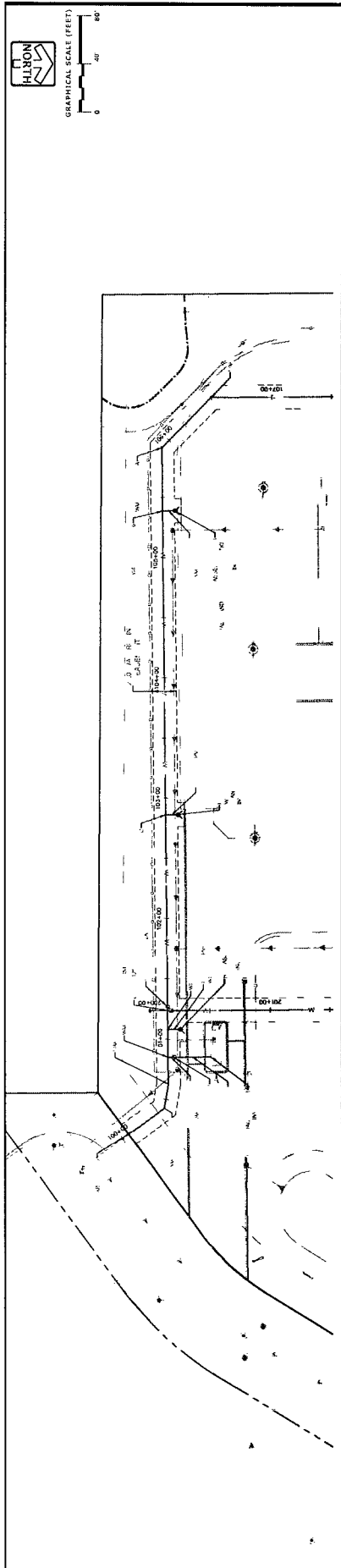


W LOOMIS RD PUBLIC WATER MAIN
EXTENSION
FRANKLIN WI

DATE: 09/10/18
BY: EAC
CHECKED BY: S
PROJECT NO: 808.10-W1

FOR CONSTRUCTION
CIVIL
C601

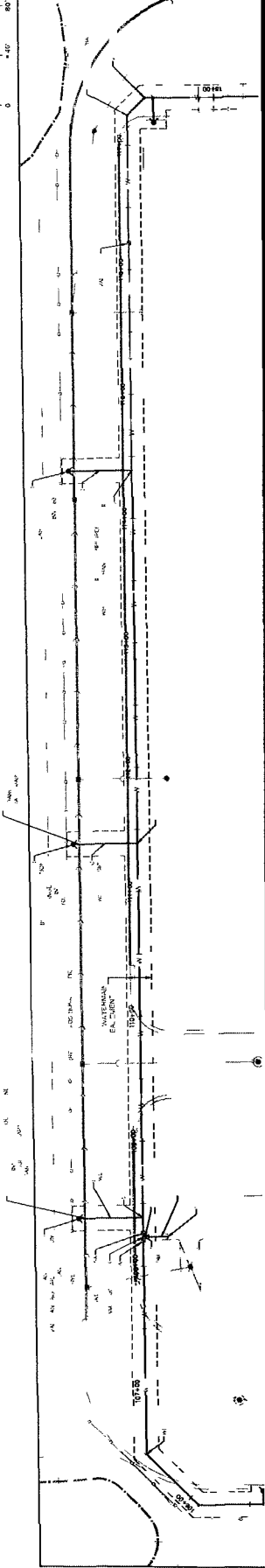
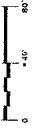
WATER MAIN
PLAN &
PROFILE



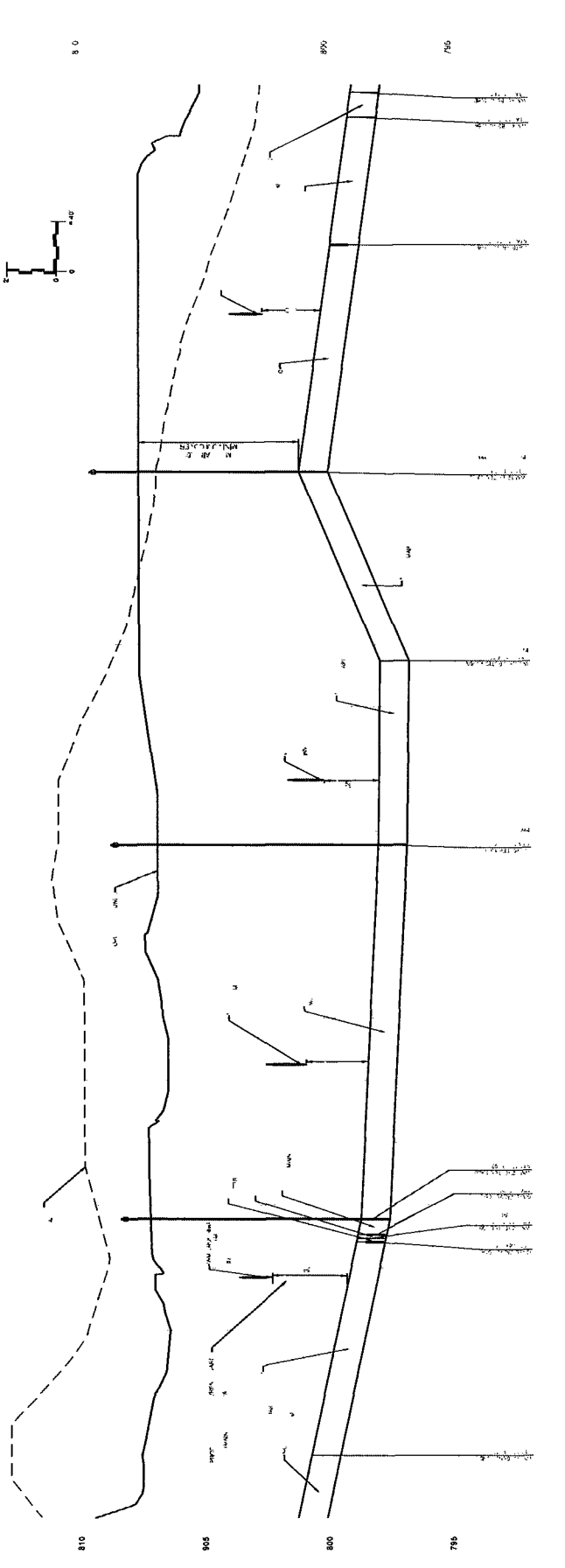
PINNACLE ENGINEERING GROUP
INCORPORATED
1000 W. WISCONSIN ST.
MILWAUKEE, WI 53233
TEL: 414.224.8800
WWW.PEGRUP.COM



GRAPHICAL SCALE (FEET)



810
805
800
795
790
105+00 107+00 108+00 109+00 110+00 111+00 112+00 113+00 114+00 115+00 116+00 117+00 117+50



810
805
800
795
790
105+00 107+00 108+00 109+00 110+00 111+00 112+00 113+00 114+00 115+00 116+00 117+00 117+50

Pinnacle Engineering Group
 CIVIL
 1111 S. ...
 ...

FOR CONSTRUCTION
C602
 WATER MAIN
 PLAN &
 PROFILE
 CIVIL

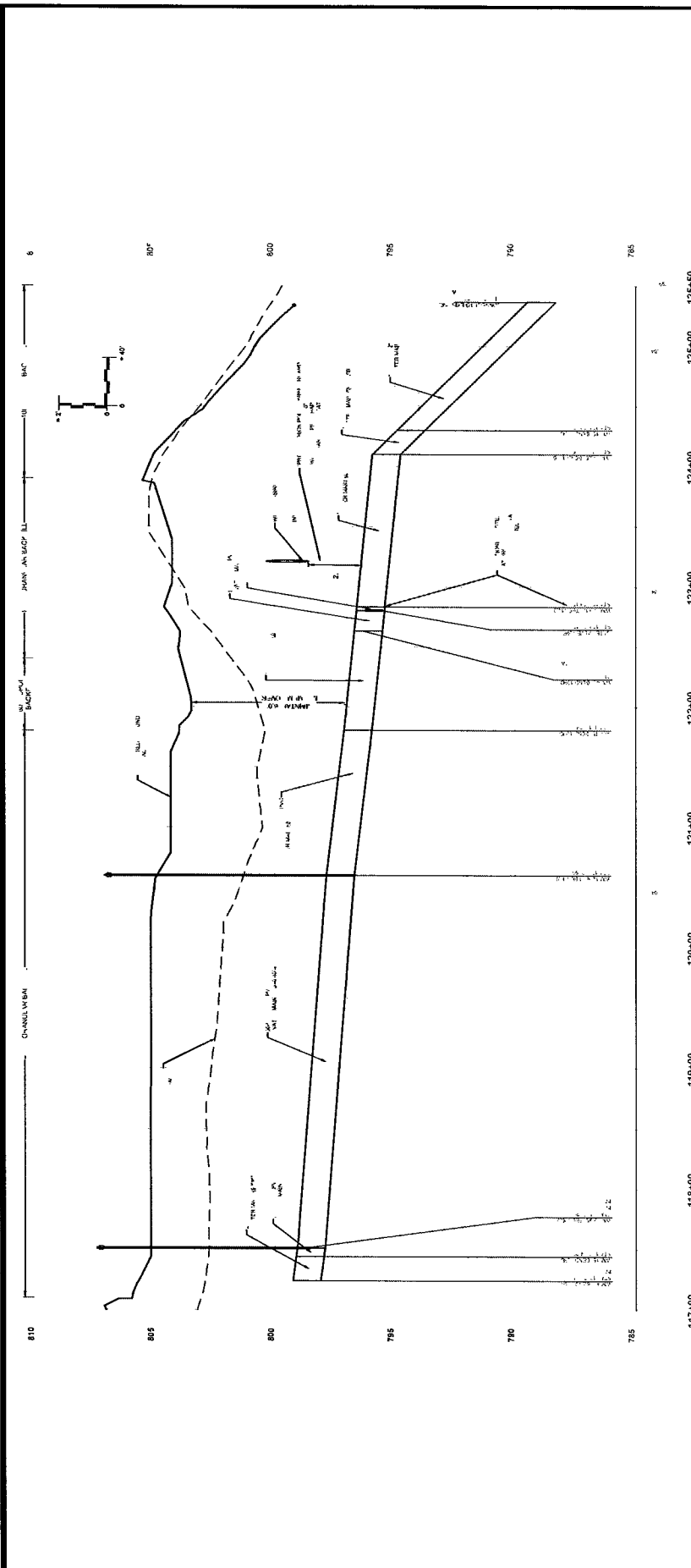
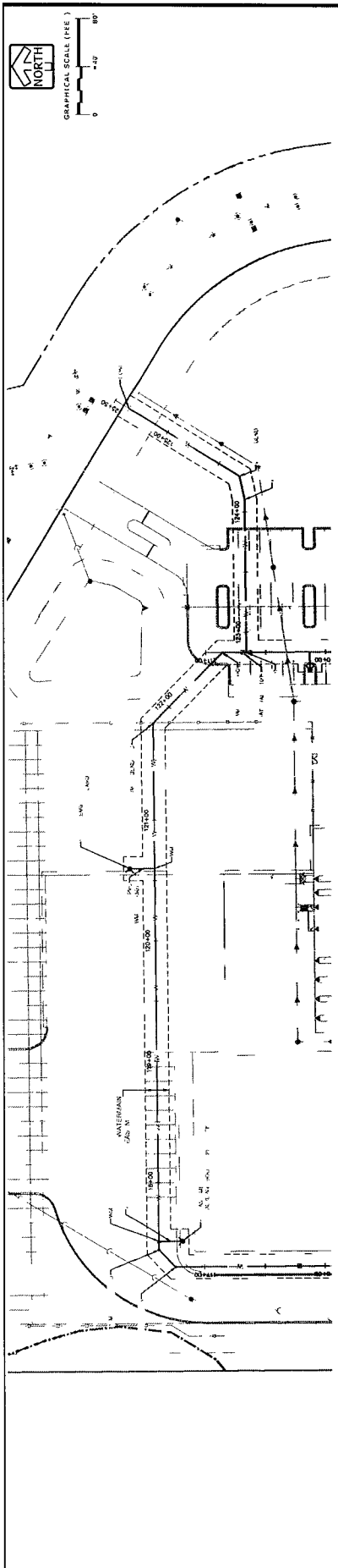
W LOOMIS RD PUBLIC WATER MAIN
 EXTENSION
 FRANKLIN WI

809 10-WI
 00 / 5MP
 06/10/18

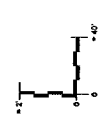


W LOOMIS RD PUBLIC WATER MAIN
EXTENSION
FRANKLIN WI

FOR CONSTRUCTION
C603
WATER MAIN
PLAN &
PROFILE
CIVIL

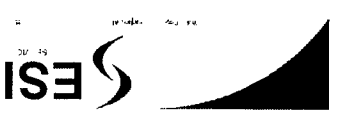
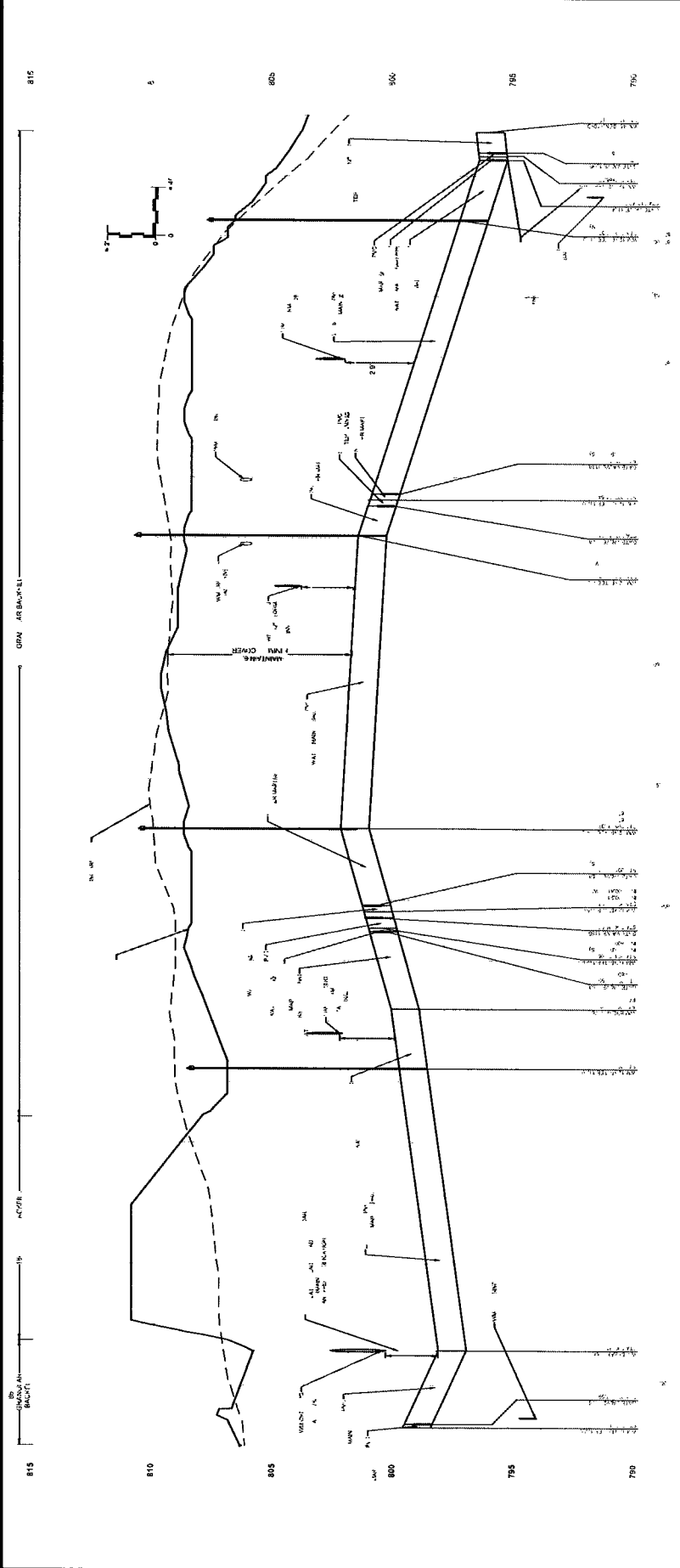
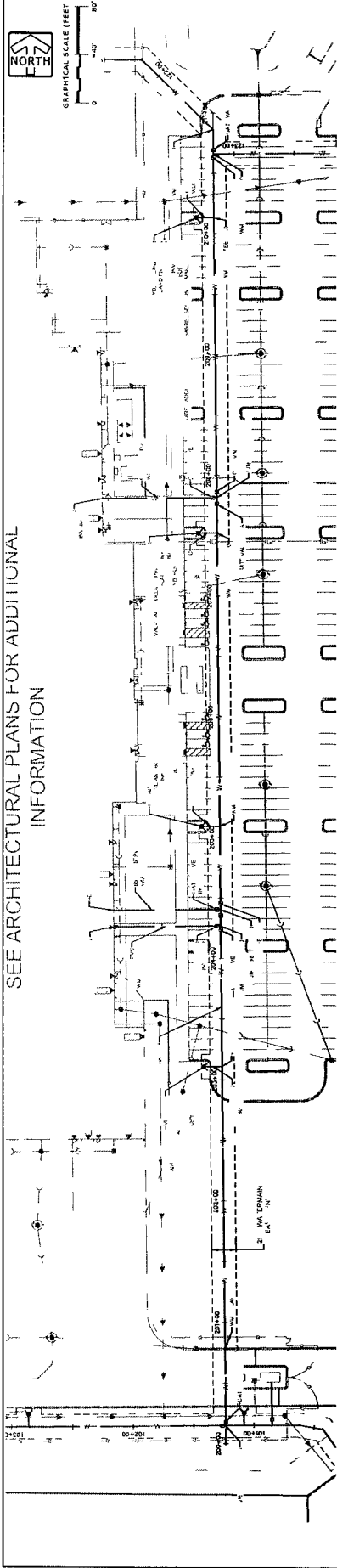


Pinnacle Engineering Group
 117+00 118+00 119+00 120+00 121+00 122+00 123+00 124+00 125+00 125+50
 785 790 795 800 805



FOR CONSTRUCTION
C603
WATER MAIN
PLAN &
PROFILE
CIVIL

SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION



W LOOMIS RD PUBLIC WATER MAIN
EXTENSION
FRANKLIN WI

DATE: 10/18
 DRAWN BY: [Symbol]
 CHECKED BY: [Symbol]
 PROJECT NO: 0810118
 SHEET NO: 100 / 100

FOR CONSTRUCTION
C604
 CIVIL
 WATER MAIN
 PLAN &
 PROFILE

200+00 201+00 202+00 203+00 204+00 205+00 206+00 207+00 208+00 209+00 210+00 211+00

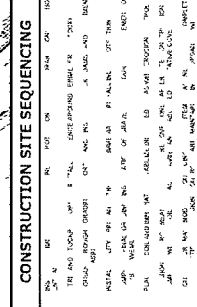
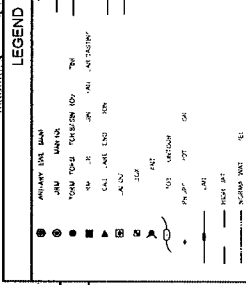
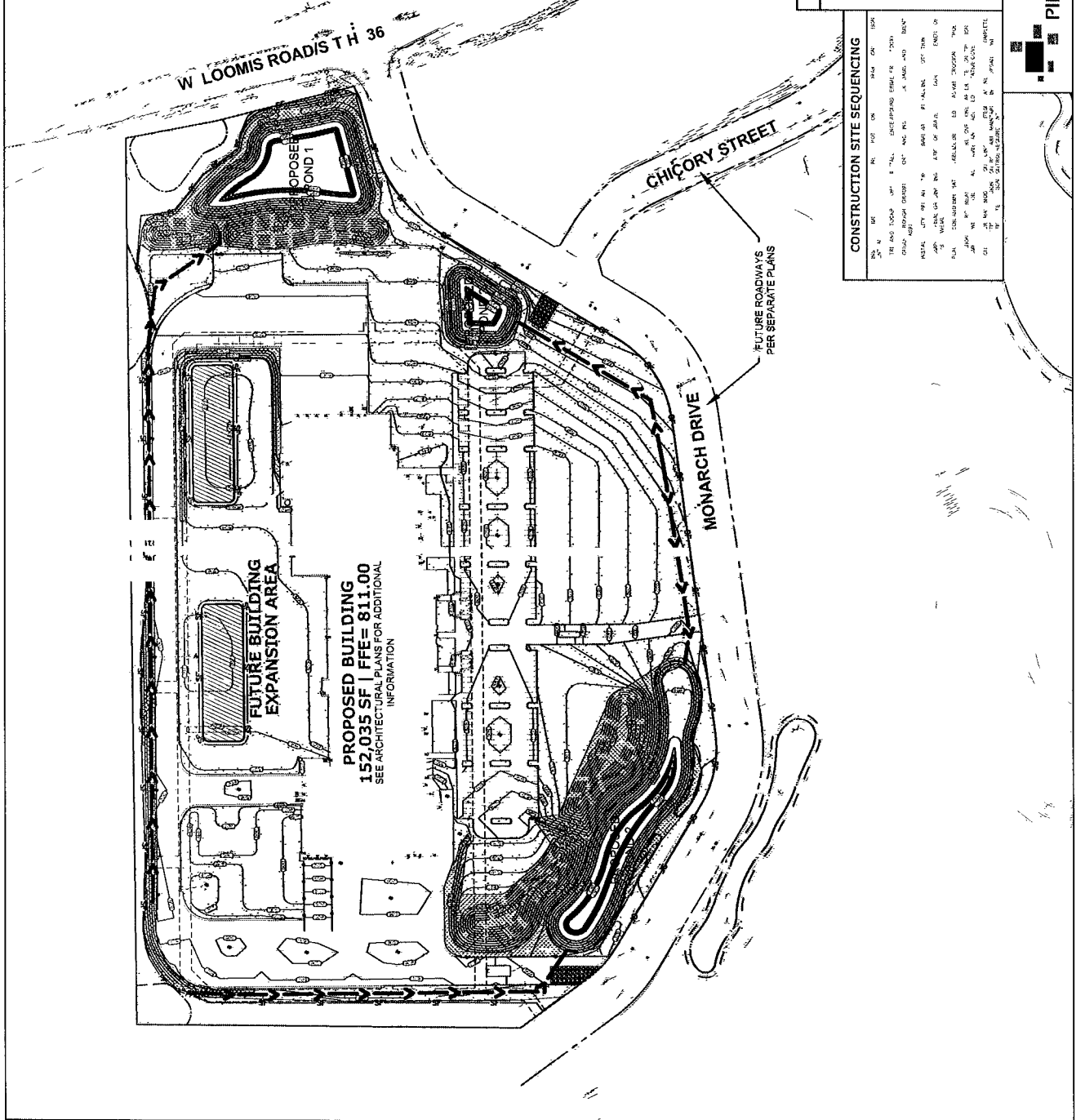
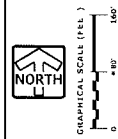
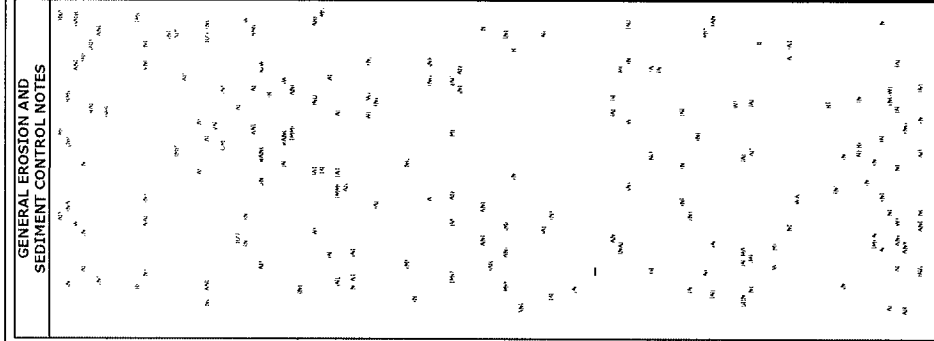
PINNACLE ENGINEERING GROUP
 1000 W. WISCONSIN AVENUE
 SUITE 200
 MILWAUKEE, WI 53212
 TEL: 414.224.8800
 FAX: 414.224.8801
 WWW.PINNACLE-ENG.COM



PROPOSED NEW FACILITY FOR
 STRAUSS BRANDS INC
 LOOMIS ROAD
 FRANKLIN WI 53132

PRELIMINARY NOT FOR CONSTRUCTION

20-1287-01
 05.01.20
 SITE STABILIZATION PLAN
 OVERVIEW
C700
 CIVIL



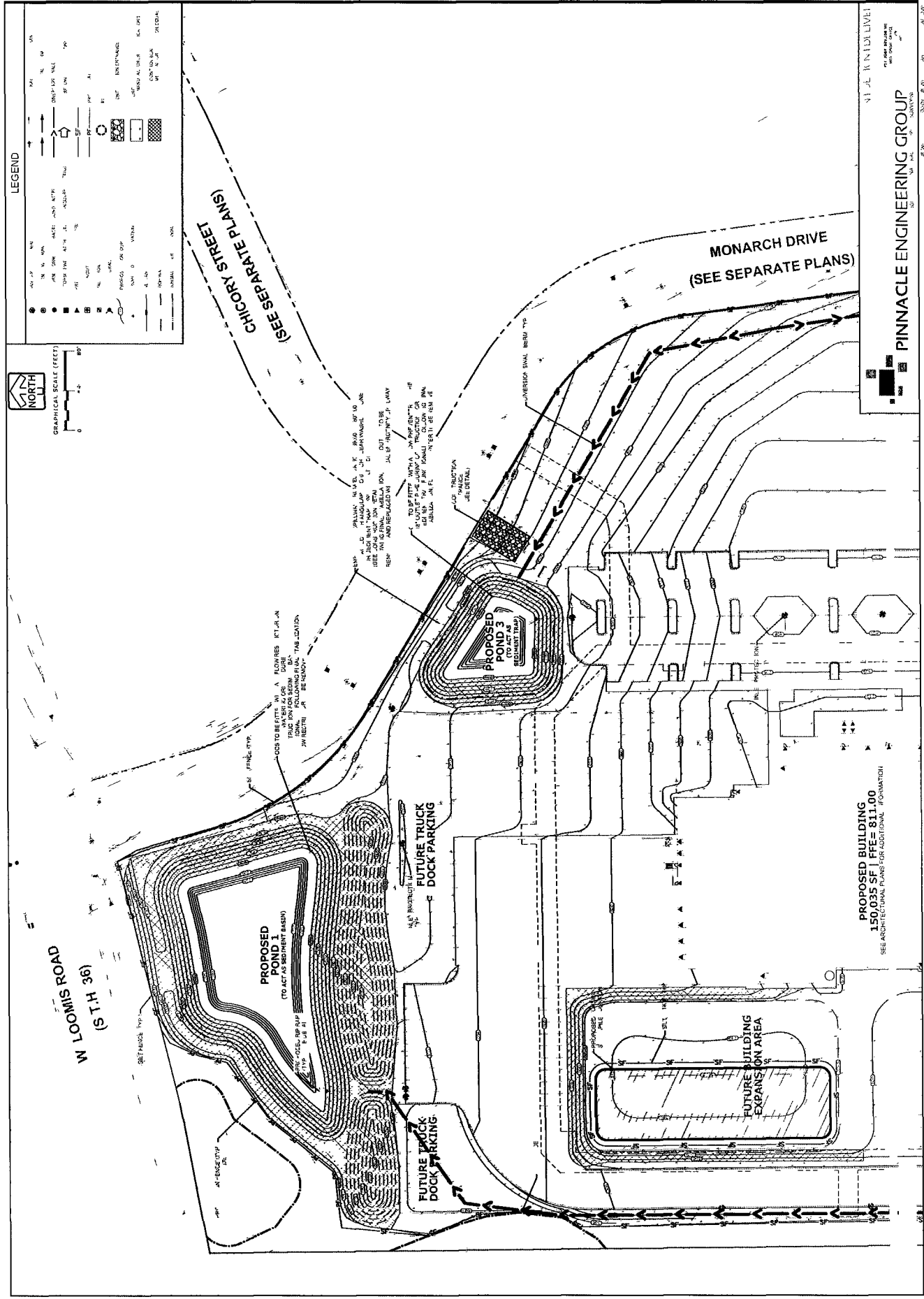
PINNACLE ENGINEERING GROUP

11111 N. 111th St.
 Suite 100
 Franklin, WI 53132
 Phone: 414.255.1111
 Fax: 414.255.1112
 Email: info@pinnacleeng.com



PROPOSED NEW FACILITY FOR
 STRAUSS BRANDS INC
 LOOMIS ROAD
 FRANKLIN WI 53132

PRELIMINARY NOT FOR CONSTRUCTION
 20-1257-01
 05.01.20
 SITE STABILIZATION PLAN
 C701
 CIVIL



PROPOSED BUILDING
 150,035 SF | FFE = 811.00
 SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION

PINNACLE ENGINEERING GROUP



5 1/4" = 1'-0" (SEE SHEET 20-1257-01)

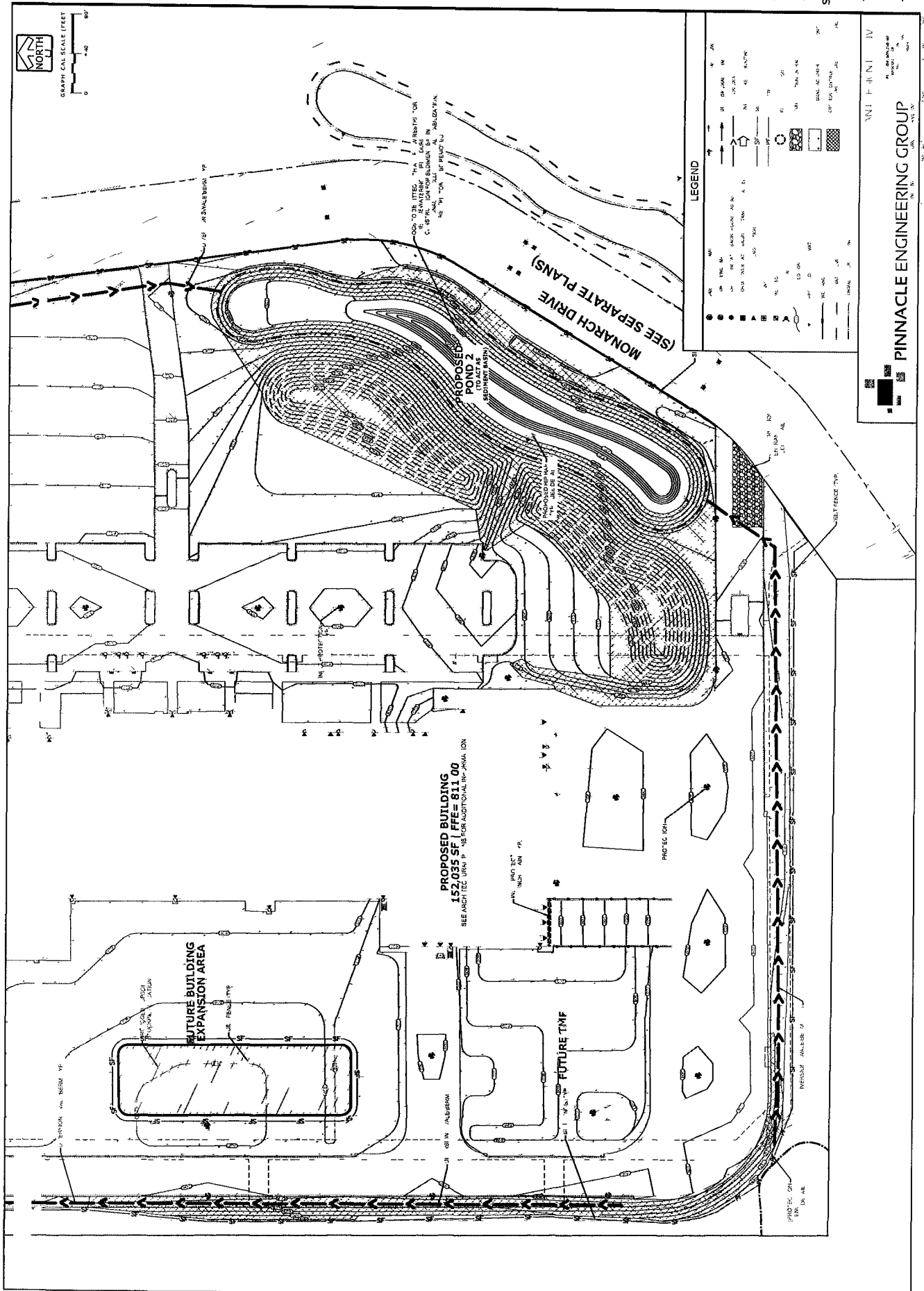
PROPOSED NEW FACILITY FOR STRAUSS BRANDS, INC. LOOMIS ROAD FRANKLIN, WI 53132

PRELIMINARY NO FOR CONSTRUCTION

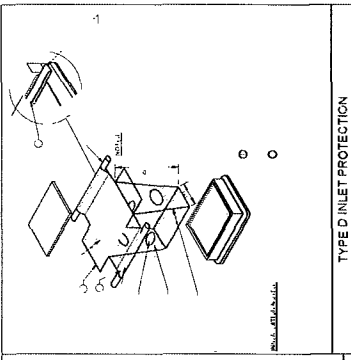
20-1257-01
JCS, R. E.
JCS / JCS
05.01.20

SITE STABILIZATION PLAN

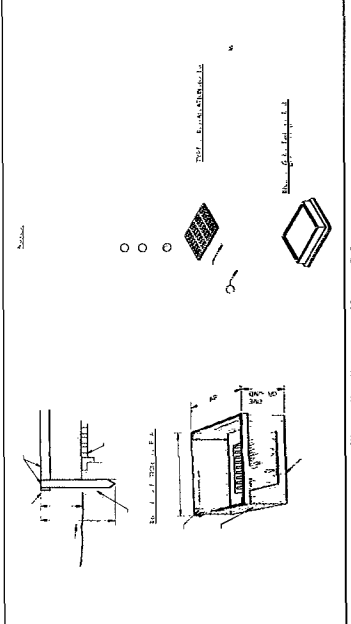
C702
CIVIL



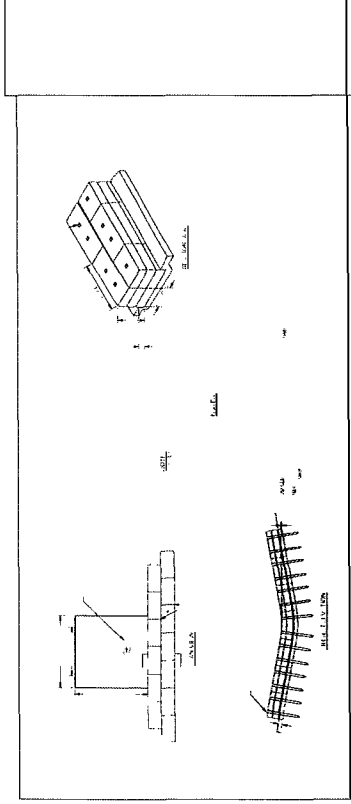
AMT PLAN IV
 PINNACLE ENGINEERING GROUP
 1000 W. WISCONSIN AVENUE, SUITE 200
 MILWAUKEE, WI 53233
 TEL: 414.224.2200
 FAX: 414.224.2201
 WWW.PINNACLE-ENG.COM



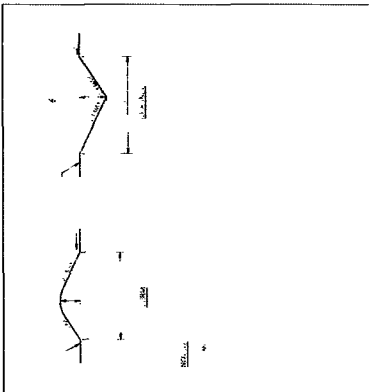
TYPE D INLET PROTECTION



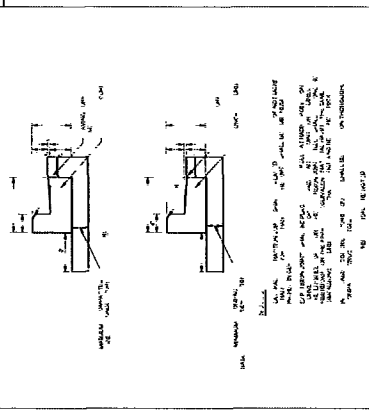
INLET PROTECTION - TYPES A AND B



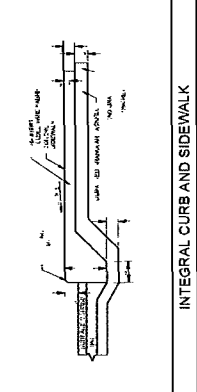
DITCH CHECK WITH STRAW BALES



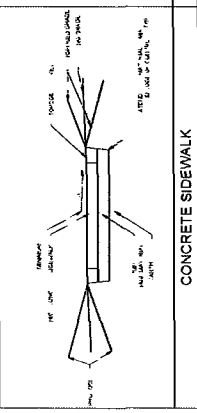
18 VERTICAL FACE CURB



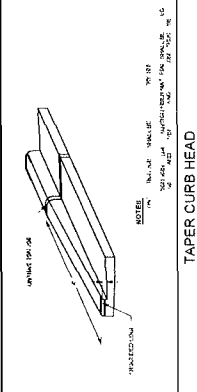
DIVERSION BERM / CHANNEL



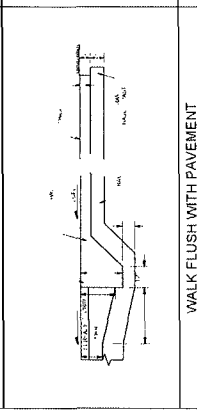
INTEGRAL CURB AND SIDEWALK



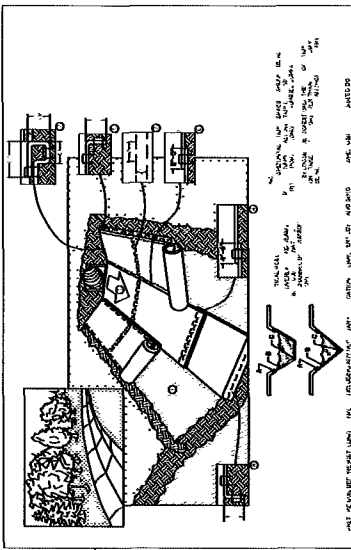
CONCRETE SIDEWALK



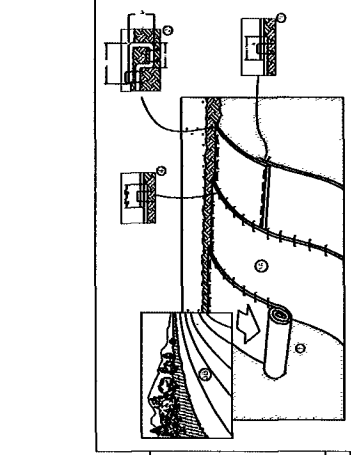
TAPER CURB HEAD



WALK FLUSH WITH PAVEMENT



EROSION MATTING - CHANNEL INSTALLATION



EROSION MATTING - SLOPE INSTALLATION

AN 3 4 M 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

PINNACLE ENGINEERING GROUP
 1000 W. WISCONSIN ST. SUITE 200
 MILWAUKEE, WI 53233
 TEL: 414.224.1100
 FAX: 414.224.1101
 WWW.PINNACLE-ENG.COM

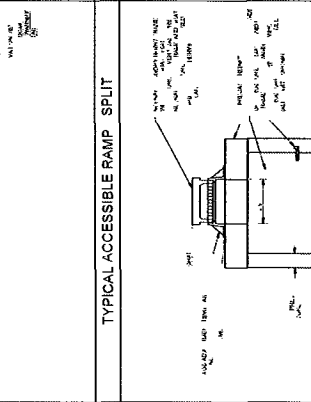
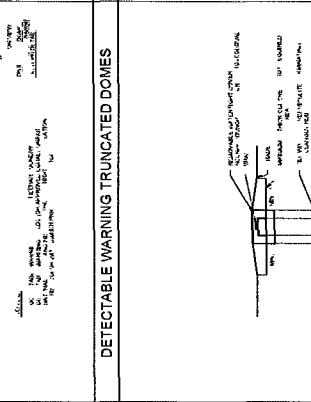
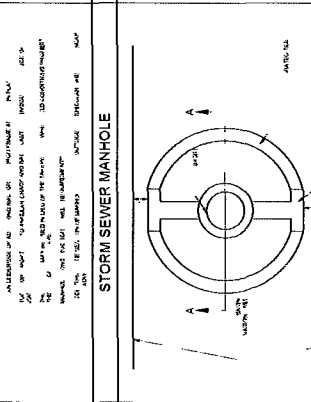
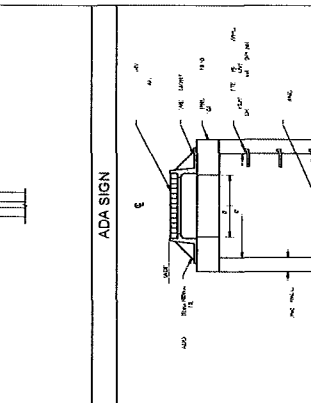
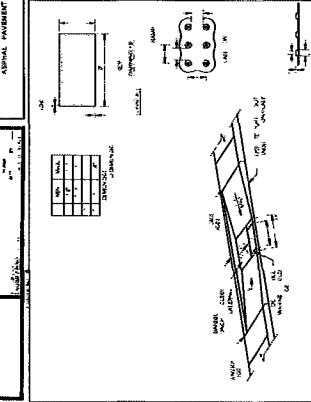
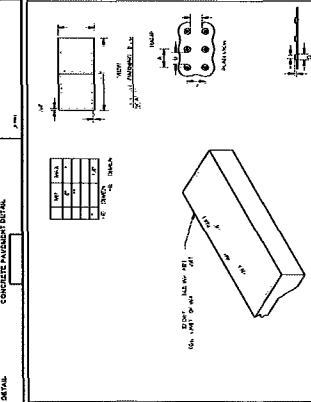
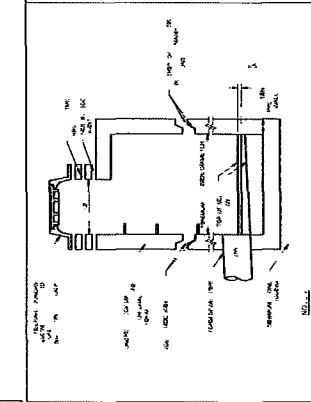
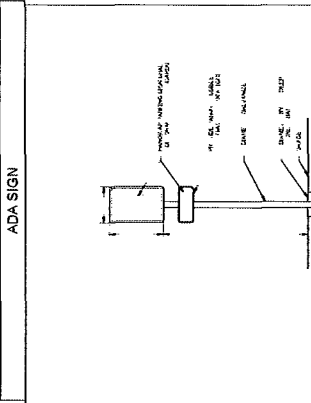
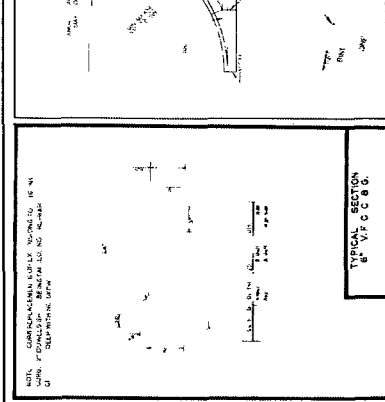
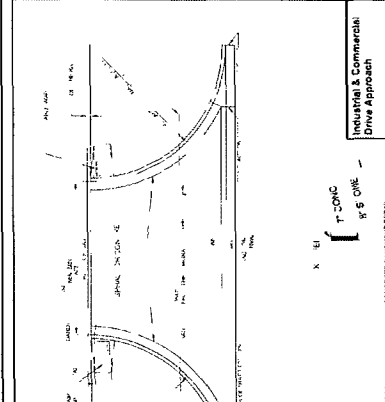
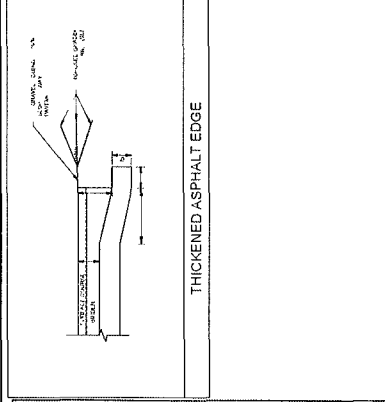
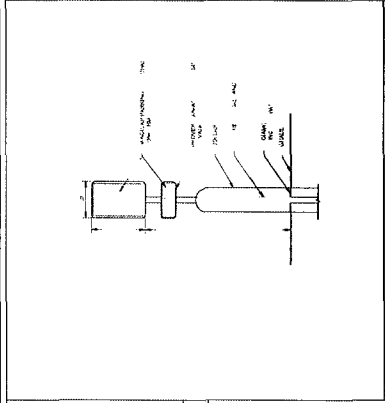


PROPOSED NEW FACILITY FOR
STRAUSS BRANDS INC
LOOMIS ROAD
FRANKLIN WI 53132

PRELIMINARY NOT FOR CONSTRUCTION

CONSTRUCTION
DETAILS
201287-01
DATE: 05/01/20
SCALE: 1/4" = 1'-0"
SHEET NO. 1

C802
CIVIL



ANNEX 1 11/17/14
PINNACLE ENGINEERING GROUP
CIVIL

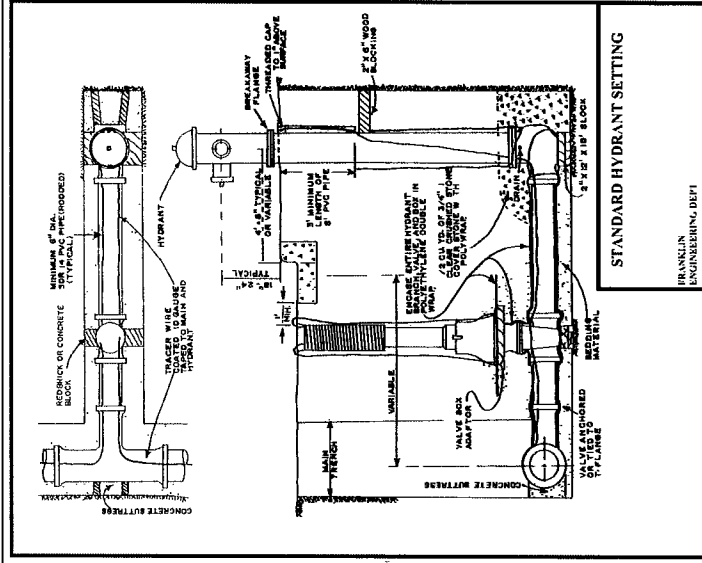
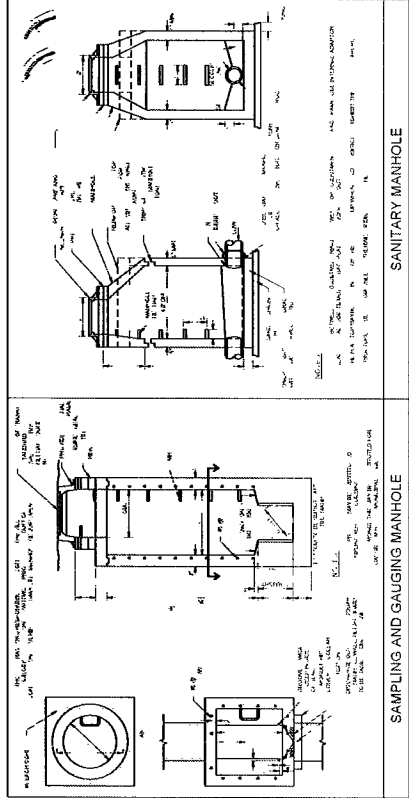
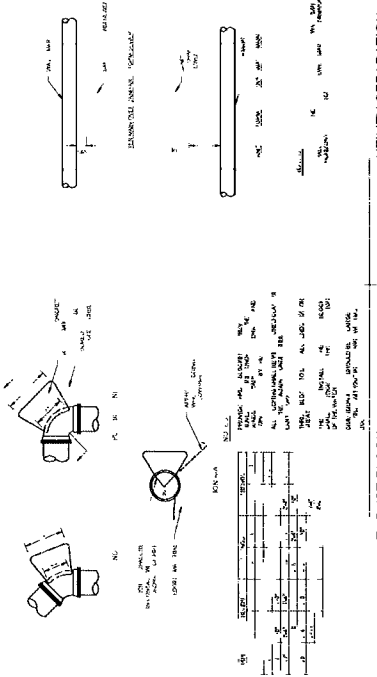


FIGURE 22



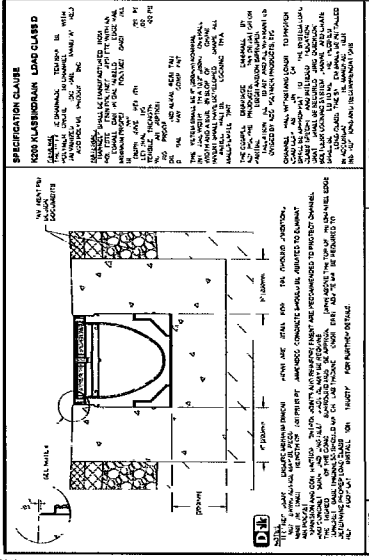
SANITARY MANHOLE

SAMPLING AND GAUGING MANHOLE



UTILITY SEPARATION

HYDRANT BOLLARD



SPECIFICATION CLAUSE
K200 KLASSEKORRAN LOAD CLASS D
MANHOLES SHALL BE MANUFACTURED TO THE SPECIFICATIONS OF THE ACC BYNAME PRODUCTS, INC. K200 KLASSEKORRAN LOAD CLASS D MANHOLE. THE MANHOLE SHALL BE MANUFACTURED FROM A MINIMUM OF 12\"/>

ACC BYNAME Products, Inc.
100 HUNTERS CREEK ROAD
MILWAUKEE, WI 53226
TEL: 414-224-4444
WWW.ACCBYNAME.COM

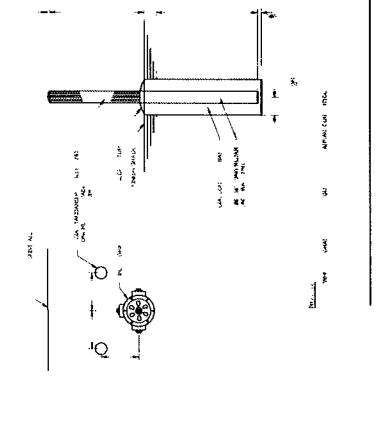


Figure 1 Inlet vs. Trap Outlet Detail

Notes: See above and make of same construction should outlet shall be provided with trap or make with trap, or make from 18\"/>

Cross-section View of Principal Outlet

View A-A of Principal Outlet

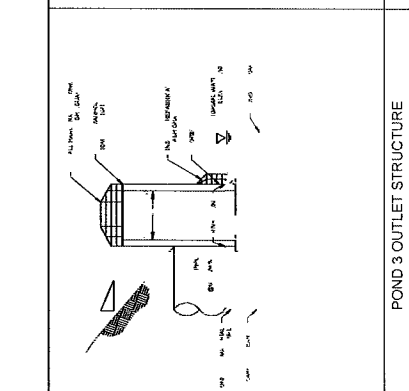
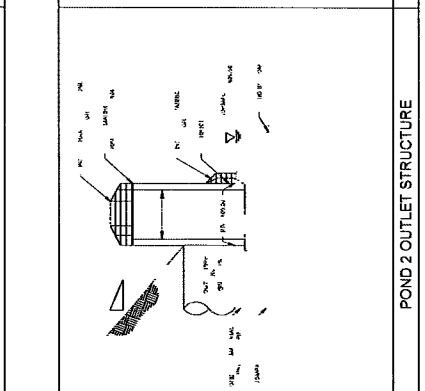
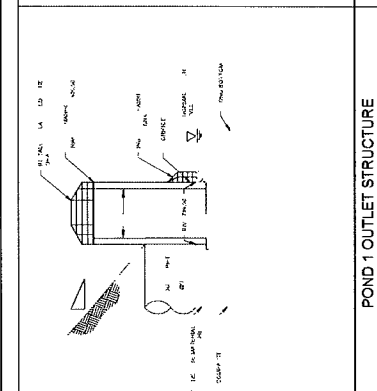
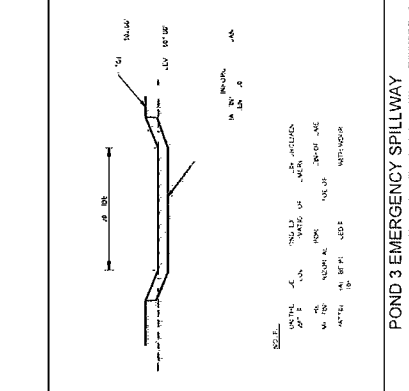
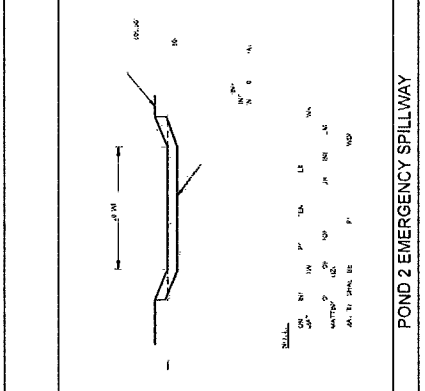
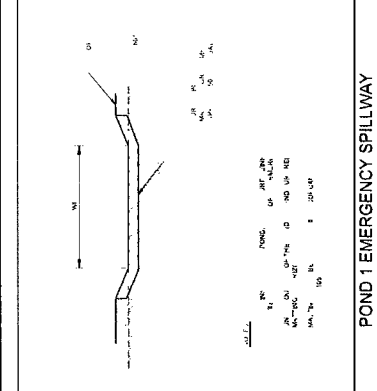
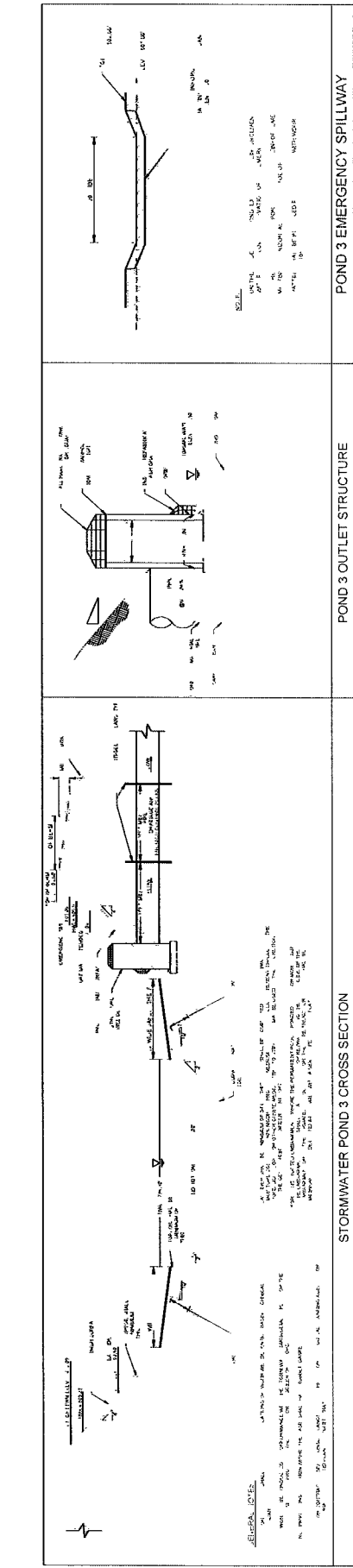
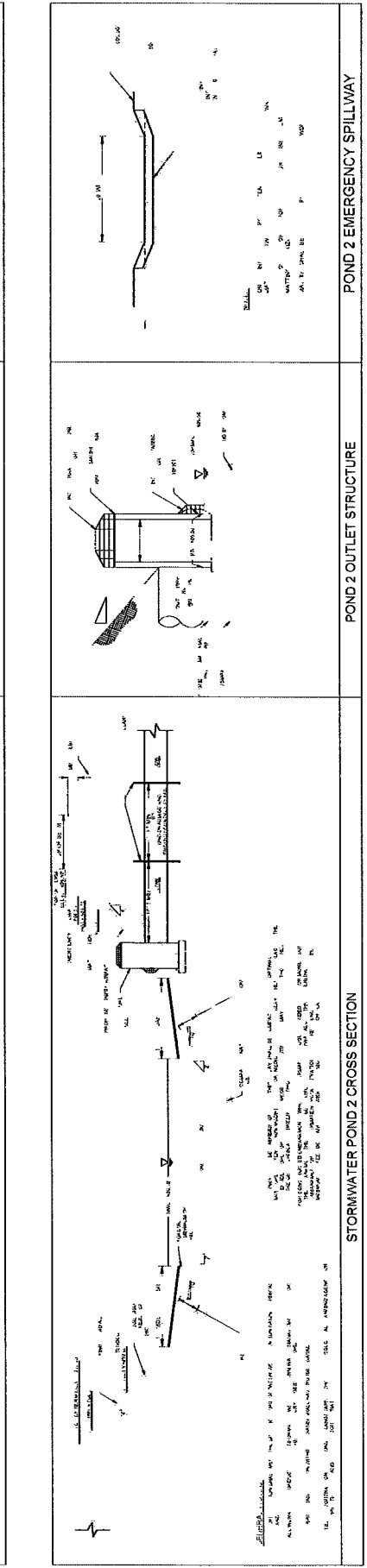
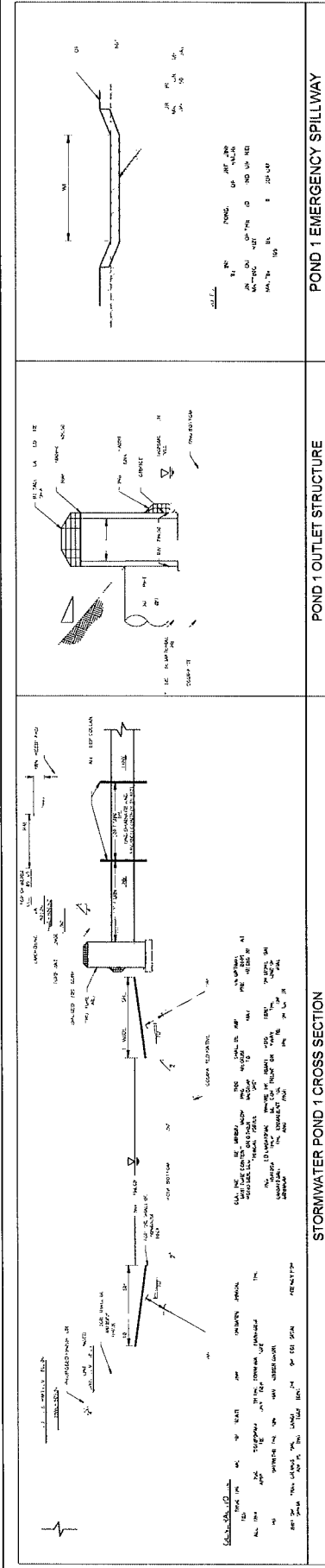
SEDIMENT TRAP OUTLET DETAIL (PER WDMR TECH STD 1063)



PROPOSED NEW FACILITY FOR
 STRAUSS BRANDS INC
 LOOMIS ROAD
 FRANKLIN WI 53132

PRELIMINARY NOT FOR CONSTRUCTION

CONSTRUCTION
 DETAILS
 C804
 CIVIL



1 A FOR N D L L V E I
 Pinnacle Engineering Group
 1000 W. Wisconsin Ave., Suite 200
 Franklin, WI 53132
 TEL: 414.255.1111
 FAX: 414.255.1112
 WWW: WWW.PINNACLE-ENGINEERING.COM

GENERAL PLANTING NOTES

- THE LAYOUT OF ALL PLANTING BEDS AND INDIVIDUAL TREES AND SHRUBS SHALL BE STAMPED BY THE CONTRACTOR IN THE PLANTING SCHEDULE. THE CONTRACTOR SHALL REVIEW THESE LOCATIONS WITH THE CONTRACTOR AND MAKE MINOR ADJUSTMENTS AS NECESSARY. BED LAYOUT SHALL ALSO INCLUDE PERENNIAL GROUNDCOVERS BY SPECIES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE PLANT MATERIAL QUANTITIES REQUIRED BY THE LANDSCAPE PLANS. REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.
- NO PLANT MATERIAL OR PLANT SIZE SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVED BY THE LANDSCAPE ARCHITECT. ANY CHANGES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITING PRIOR TO INSTALLATION.
- ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS. ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS. ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS.
- ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS. ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS.
- ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS. ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS.
- ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS. ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS.
- ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS. ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS.
- ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS. ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS.
- ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS. ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS.
- ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS. ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS.
- ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS. ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS.
- ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS. ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS.
- ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS. ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS.
- ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS. ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS.
- ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS. ALL TREES SHALL BE INSTALLED IN ACCORDANCE WITH THE AMERICAN SOCIETY OF HORTICULTURISTS (ASH) STANDARDS FOR TREE AND SHRUBS.

NATIVE PLANTINGS AND PRAIRIE SPECIFICATIONS FOR HAND BROADCASTING

- SEEDING SHALL BE CONDUCTED IN LATE FALL (SEPTEMBER 1, SOIL FREEZE) SO THAT SEEDS MAY LIE DORMANT DURING THE WINTER, ALLOWING FOR STRATIFICATION, OR SPRING (MARCH - JUNE 1) TO ALLOW A COMPLETE GROWING SEASON TO BECOME ESTABLISHED.
- PREPARATION OF SOIL PRIOR TO SEEDING:
 - MIX SHOULD BE INCORPORATED INTO THE SOIL USING A ROTARY DEVICE WITH CAPABILITY OF REACHING TO 1' BELOW THE SURFACE. COMPOST SHALL MEET YOUR SPECIFICATIONS OF COMPOST.
 - ALL WEEDS SHALL BE REMOVED FROM THE SOIL PRIOR TO SEEDING OR PLANTING.
 - ALL WEEDS SHALL BE REMOVED FROM THE SOIL PRIOR TO SEEDING OR PLANTING.
- SEEDING SHALL BE CONDUCTED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 - SEEDS SHALL BE SPREAD AT A DENSITY OF 50 POUNDS PER ACRE DURING THE PLANTING OR SEEDING OF THE NATIVE PLANT SPECIES TO STABILIZE THE SOIL AND REDUCE THE GROWTH OF UNWANTED VEGETATION. THIS ANNUAL GRASS GROWS RAPIDLY, WITHOUT COMPETING WITH THE WILDFLOWERS AND GRASSES THAT ARE PLANTED IN THE TARGET WINTER WHEAT OR PERENNIAL RYE SHALL NOT BE USED AS A COVER CROP. THESE GRASSES MAY OUT COMPETE PRAIRIE SEEDINGS, LEADING TO A REDUCTION IN THE SUCCESS OF THE PLANTINGS.
 - SEEDS SHALL BE SPREAD AT A DENSITY OF 50 POUNDS PER ACRE DURING THE PLANTING OR SEEDING OF THE NATIVE PLANT SPECIES TO STABILIZE THE SOIL AND REDUCE THE GROWTH OF UNWANTED VEGETATION. THIS ANNUAL GRASS GROWS RAPIDLY, WITHOUT COMPETING WITH THE WILDFLOWERS AND GRASSES THAT ARE PLANTED IN THE TARGET WINTER WHEAT OR PERENNIAL RYE SHALL NOT BE USED AS A COVER CROP. THESE GRASSES MAY OUT COMPETE PRAIRIE SEEDINGS, LEADING TO A REDUCTION IN THE SUCCESS OF THE PLANTINGS.
- SEEDS SHALL BE SPREAD AT A DENSITY OF 50 POUNDS PER ACRE DURING THE PLANTING OR SEEDING OF THE NATIVE PLANT SPECIES TO STABILIZE THE SOIL AND REDUCE THE GROWTH OF UNWANTED VEGETATION. THIS ANNUAL GRASS GROWS RAPIDLY, WITHOUT COMPETING WITH THE WILDFLOWERS AND GRASSES THAT ARE PLANTED IN THE TARGET WINTER WHEAT OR PERENNIAL RYE SHALL NOT BE USED AS A COVER CROP. THESE GRASSES MAY OUT COMPETE PRAIRIE SEEDINGS, LEADING TO A REDUCTION IN THE SUCCESS OF THE PLANTINGS.

PLANT SCHEDULE

NO.	PLANT NAME	QUANTITY	INSTALLATION DATE	INSTALLATION METHOD	INSTALLATION NOTES
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

PROPOSED NEW FACILITY FOR STRAUSS BRANNS INC
 LOOMIS ROAD
 FRANKLIN 7-3-21





8/28/23

PROPOSED NEW FACILITY FOR
STRAUSS BRANDS INC
LOOMIS ROAD
FRANKLIN, VA 5313

Sheet No.

L200

CIVIL

LANDSCAPE
OVERVIEW

Sheet 25

25

23

DTE CHECKS:

2/26

2/26

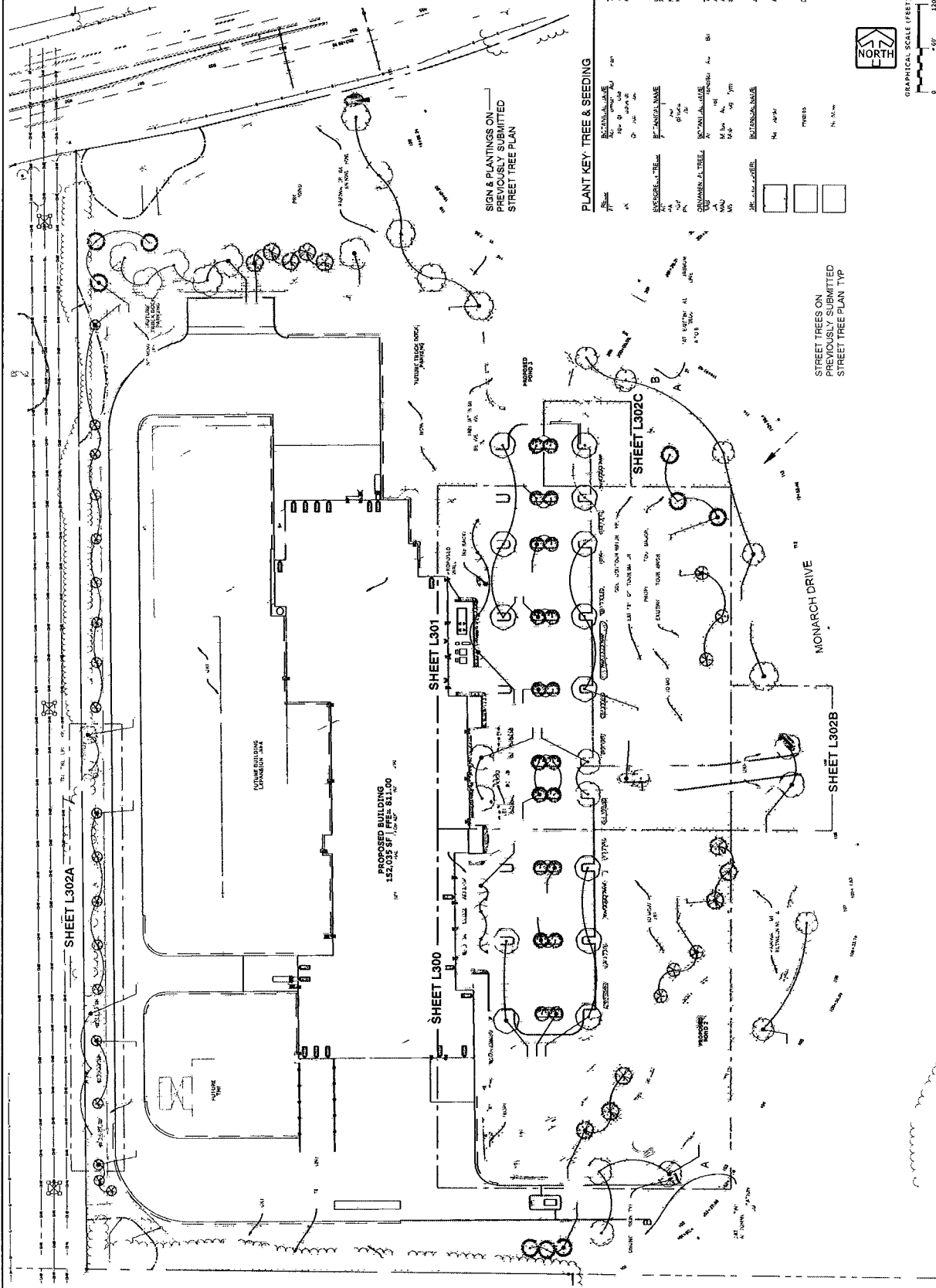
2/26

2/26

2/26

2/26

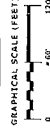
2/26



SIGN & PLANTINGS ON
PREVIOUSLY SUBMITTED
STREET TREE PLAN

PLANT KEY: TREE & SEEDING

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SEEDING TYPE	SEEDING SIZE
A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S



PINNACLE ENGINEERING GROUP

CIVIL

STREET TREES ON
PREVIOUSLY SUBMITTED
STREET TREE PLAN TYP



PROPOSED NEW FACILITY FOR
 STRAUSS BRANDS INC
 LOOMIS ROAD
 FRANKLIN WI 53 2

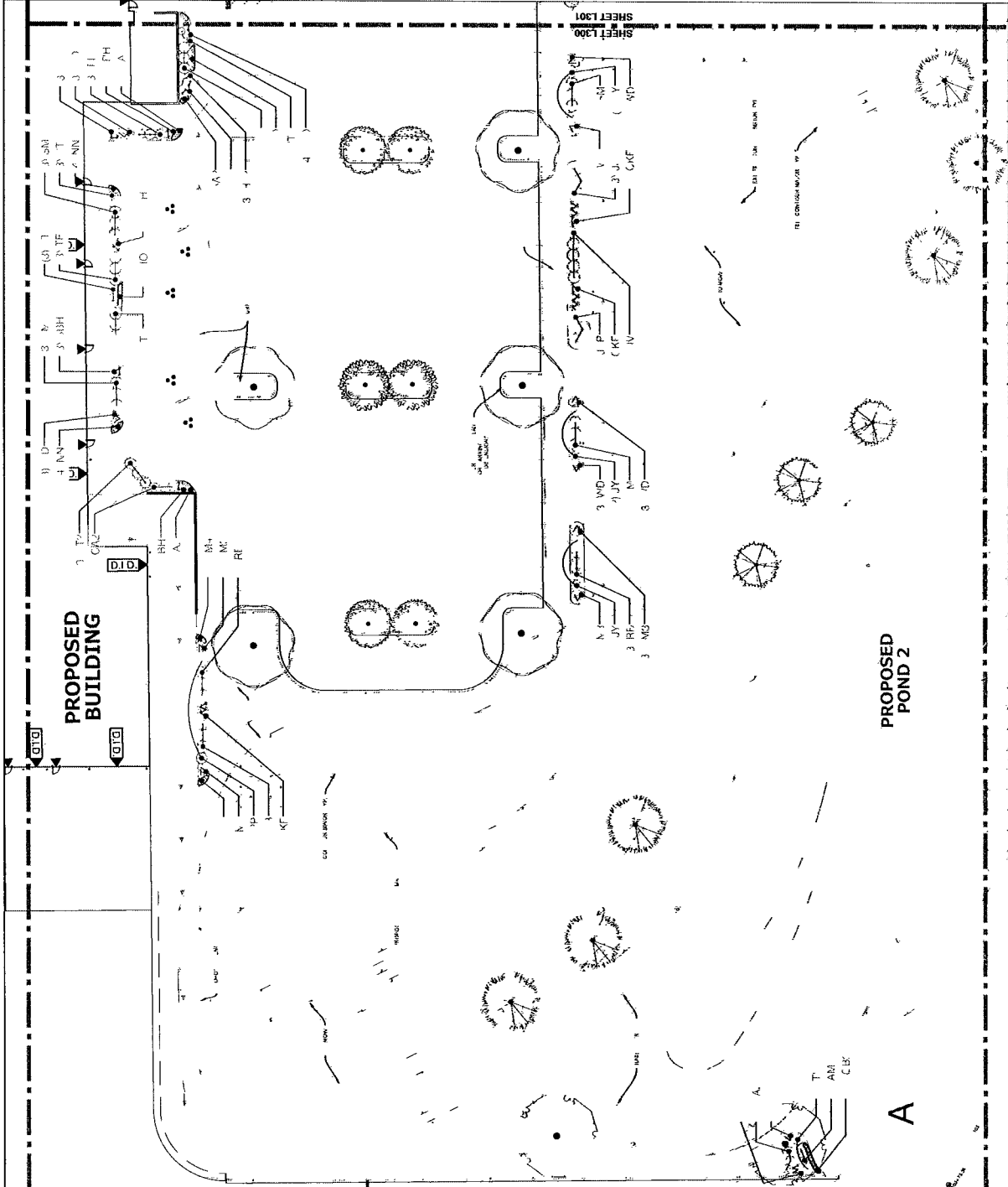
PRELIMINARY NOT FOR CONSTRUCTION

Revised No. 1
 DATE 1/20/11
 DRAWN BY J. J.
 CHECKED BY [Signature]
 SCALE 1" = 40'
 SHEET NO. L300

CIVIL
 L300
 LANDSCAPE
 ENLARGEMENT

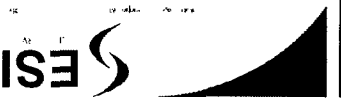
PLANT KEY: SHRUB & PERENNIAL

SYMBOL	PLANT NAME	PLANT HEIGHT	PLANT COLOR	PLANT CHARACTERISTICS
1	DRACOPIS	3'	White	Perennial, 10" tall
2	TRICHOCLASMA	3'	White	Perennial, 10" tall
3	TRICHOCLASMA	3'	White	Perennial, 10" tall
4	TRICHOCLASMA	3'	White	Perennial, 10" tall
5	TRICHOCLASMA	3'	White	Perennial, 10" tall
6	TRICHOCLASMA	3'	White	Perennial, 10" tall
7	TRICHOCLASMA	3'	White	Perennial, 10" tall
8	TRICHOCLASMA	3'	White	Perennial, 10" tall
9	TRICHOCLASMA	3'	White	Perennial, 10" tall
10	TRICHOCLASMA	3'	White	Perennial, 10" tall
11	TRICHOCLASMA	3'	White	Perennial, 10" tall
12	TRICHOCLASMA	3'	White	Perennial, 10" tall
13	TRICHOCLASMA	3'	White	Perennial, 10" tall
14	TRICHOCLASMA	3'	White	Perennial, 10" tall
15	TRICHOCLASMA	3'	White	Perennial, 10" tall
16	TRICHOCLASMA	3'	White	Perennial, 10" tall
17	TRICHOCLASMA	3'	White	Perennial, 10" tall
18	TRICHOCLASMA	3'	White	Perennial, 10" tall
19	TRICHOCLASMA	3'	White	Perennial, 10" tall
20	TRICHOCLASMA	3'	White	Perennial, 10" tall
21	TRICHOCLASMA	3'	White	Perennial, 10" tall
22	TRICHOCLASMA	3'	White	Perennial, 10" tall
23	TRICHOCLASMA	3'	White	Perennial, 10" tall
24	TRICHOCLASMA	3'	White	Perennial, 10" tall
25	TRICHOCLASMA	3'	White	Perennial, 10" tall
26	TRICHOCLASMA	3'	White	Perennial, 10" tall
27	TRICHOCLASMA	3'	White	Perennial, 10" tall
28	TRICHOCLASMA	3'	White	Perennial, 10" tall
29	TRICHOCLASMA	3'	White	Perennial, 10" tall
30	TRICHOCLASMA	3'	White	Perennial, 10" tall
31	TRICHOCLASMA	3'	White	Perennial, 10" tall
32	TRICHOCLASMA	3'	White	Perennial, 10" tall
33	TRICHOCLASMA	3'	White	Perennial, 10" tall
34	TRICHOCLASMA	3'	White	Perennial, 10" tall
35	TRICHOCLASMA	3'	White	Perennial, 10" tall
36	TRICHOCLASMA	3'	White	Perennial, 10" tall
37	TRICHOCLASMA	3'	White	Perennial, 10" tall
38	TRICHOCLASMA	3'	White	Perennial, 10" tall
39	TRICHOCLASMA	3'	White	Perennial, 10" tall
40	TRICHOCLASMA	3'	White	Perennial, 10" tall
41	TRICHOCLASMA	3'	White	Perennial, 10" tall
42	TRICHOCLASMA	3'	White	Perennial, 10" tall
43	TRICHOCLASMA	3'	White	Perennial, 10" tall
44	TRICHOCLASMA	3'	White	Perennial, 10" tall
45	TRICHOCLASMA	3'	White	Perennial, 10" tall
46	TRICHOCLASMA	3'	White	Perennial, 10" tall
47	TRICHOCLASMA	3'	White	Perennial, 10" tall
48	TRICHOCLASMA	3'	White	Perennial, 10" tall
49	TRICHOCLASMA	3'	White	Perennial, 10" tall
50	TRICHOCLASMA	3'	White	Perennial, 10" tall
51	TRICHOCLASMA	3'	White	Perennial, 10" tall
52	TRICHOCLASMA	3'	White	Perennial, 10" tall
53	TRICHOCLASMA	3'	White	Perennial, 10" tall
54	TRICHOCLASMA	3'	White	Perennial, 10" tall
55	TRICHOCLASMA	3'	White	Perennial, 10" tall
56	TRICHOCLASMA	3'	White	Perennial, 10" tall
57	TRICHOCLASMA	3'	White	Perennial, 10" tall
58	TRICHOCLASMA	3'	White	Perennial, 10" tall
59	TRICHOCLASMA	3'	White	Perennial, 10" tall
60	TRICHOCLASMA	3'	White	Perennial, 10" tall
61	TRICHOCLASMA	3'	White	Perennial, 10" tall
62	TRICHOCLASMA	3'	White	Perennial, 10" tall
63	TRICHOCLASMA	3'	White	Perennial, 10" tall
64	TRICHOCLASMA	3'	White	Perennial, 10" tall
65	TRICHOCLASMA	3'	White	Perennial, 10" tall
66	TRICHOCLASMA	3'	White	Perennial, 10" tall
67	TRICHOCLASMA	3'	White	Perennial, 10" tall
68	TRICHOCLASMA	3'	White	Perennial, 10" tall
69	TRICHOCLASMA	3'	White	Perennial, 10" tall
70	TRICHOCLASMA	3'	White	Perennial, 10" tall
71	TRICHOCLASMA	3'	White	Perennial, 10" tall
72	TRICHOCLASMA	3'	White	Perennial, 10" tall
73	TRICHOCLASMA	3'	White	Perennial, 10" tall
74	TRICHOCLASMA	3'	White	Perennial, 10" tall
75	TRICHOCLASMA	3'	White	Perennial, 10" tall
76	TRICHOCLASMA	3'	White	Perennial, 10" tall
77	TRICHOCLASMA	3'	White	Perennial, 10" tall
78	TRICHOCLASMA	3'	White	Perennial, 10" tall
79	TRICHOCLASMA	3'	White	Perennial, 10" tall
80	TRICHOCLASMA	3'	White	Perennial, 10" tall
81	TRICHOCLASMA	3'	White	Perennial, 10" tall
82	TRICHOCLASMA	3'	White	Perennial, 10" tall
83	TRICHOCLASMA	3'	White	Perennial, 10" tall
84	TRICHOCLASMA	3'	White	Perennial, 10" tall
85	TRICHOCLASMA	3'	White	Perennial, 10" tall
86	TRICHOCLASMA	3'	White	Perennial, 10" tall
87	TRICHOCLASMA	3'	White	Perennial, 10" tall
88	TRICHOCLASMA	3'	White	Perennial, 10" tall
89	TRICHOCLASMA	3'	White	Perennial, 10" tall
90	TRICHOCLASMA	3'	White	Perennial, 10" tall
91	TRICHOCLASMA	3'	White	Perennial, 10" tall
92	TRICHOCLASMA	3'	White	Perennial, 10" tall
93	TRICHOCLASMA	3'	White	Perennial, 10" tall
94	TRICHOCLASMA	3'	White	Perennial, 10" tall
95	TRICHOCLASMA	3'	White	Perennial, 10" tall
96	TRICHOCLASMA	3'	White	Perennial, 10" tall
97	TRICHOCLASMA	3'	White	Perennial, 10" tall
98	TRICHOCLASMA	3'	White	Perennial, 10" tall
99	TRICHOCLASMA	3'	White	Perennial, 10" tall
100	TRICHOCLASMA	3'	White	Perennial, 10" tall



PINNACLE ENGINEERING GROUP
 1311 J NI LUVCI
 CIVIL

GRAPHICAL SCALE (FEET)
 0 10 20 30 40



PROPOSED NE FACILITY FOR
 STRAUSS BRANDS INC.
 LOOMIS ROAD
 FRANKLIN 415. 2

PRELIMINARY NOT FOR CONSTRUCTION

DATE	BY	REVISION
10/15/10	2	157.1
		C. CHECKS
		D. 2
		SHRUBS
		LANDSCAPE ENLARGEMENT

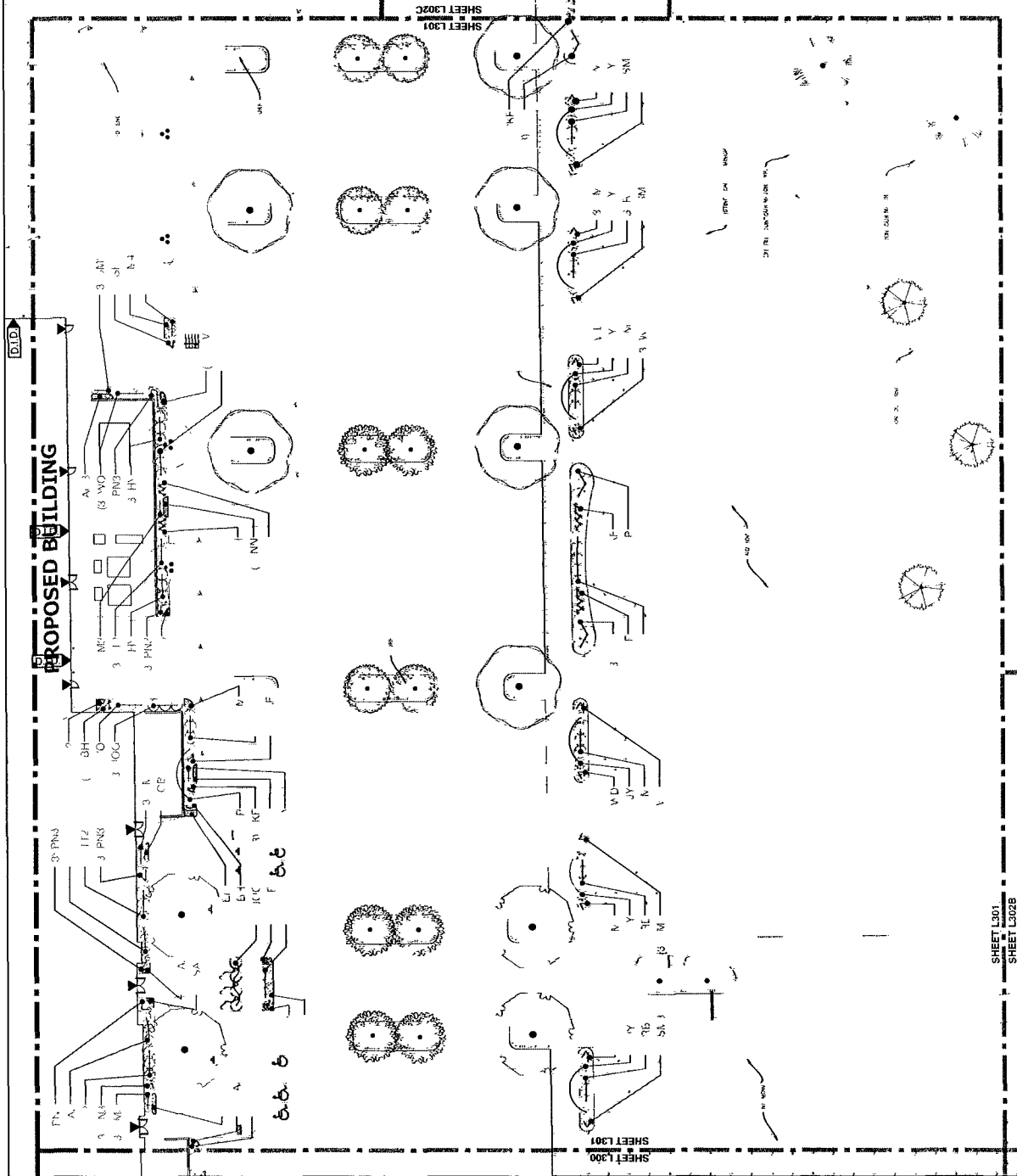
L301
 CIVIL

PLANT KEY: SHRUB & PERENNIAL

SYMBOL	PLANT NAME	PLANT CODE	PLANT SIZE	PLANT QUANTITY
Symbol 1	Plant Name 1	Code 1	Size 1	Qty 1
Symbol 2	Plant Name 2	Code 2	Size 2	Qty 2
Symbol 3	Plant Name 3	Code 3	Size 3	Qty 3
Symbol 4	Plant Name 4	Code 4	Size 4	Qty 4
Symbol 5	Plant Name 5	Code 5	Size 5	Qty 5
Symbol 6	Plant Name 6	Code 6	Size 6	Qty 6
Symbol 7	Plant Name 7	Code 7	Size 7	Qty 7
Symbol 8	Plant Name 8	Code 8	Size 8	Qty 8
Symbol 9	Plant Name 9	Code 9	Size 9	Qty 9
Symbol 10	Plant Name 10	Code 10	Size 10	Qty 10
Symbol 11	Plant Name 11	Code 11	Size 11	Qty 11
Symbol 12	Plant Name 12	Code 12	Size 12	Qty 12
Symbol 13	Plant Name 13	Code 13	Size 13	Qty 13
Symbol 14	Plant Name 14	Code 14	Size 14	Qty 14
Symbol 15	Plant Name 15	Code 15	Size 15	Qty 15
Symbol 16	Plant Name 16	Code 16	Size 16	Qty 16
Symbol 17	Plant Name 17	Code 17	Size 17	Qty 17
Symbol 18	Plant Name 18	Code 18	Size 18	Qty 18
Symbol 19	Plant Name 19	Code 19	Size 19	Qty 19
Symbol 20	Plant Name 20	Code 20	Size 20	Qty 20



GRAPHICAL SCALE (FEET)
 0 1 2 3 4 5 6 7 8 9 10

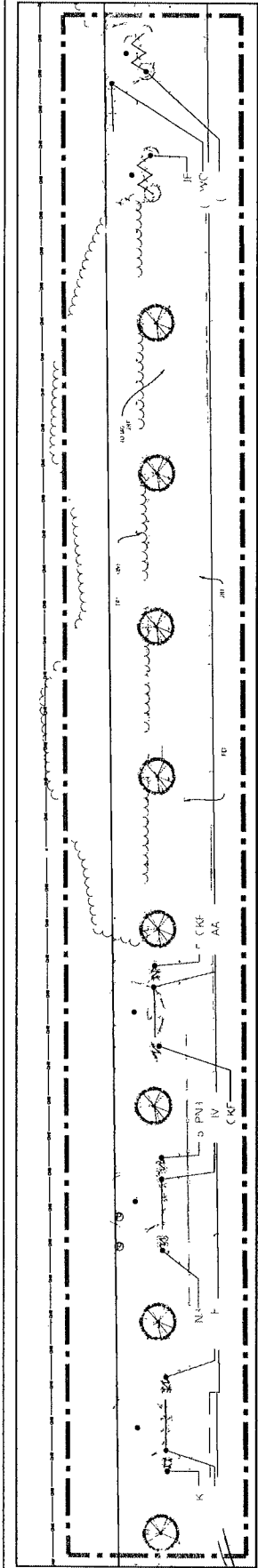


PLANT KEY: SHRUB & PERENNIAL
 SHEET L301
 SHEET L302C
 SHEET L300
 SHEET L301
 SHEET L302B



PINNACLE ENGINEERING GROUP

PLANT KEY: SHRUB & PERENNIAL



ENLARGEMENT L302A
SCALE 1" = 20'

PLANT KEY - SHRUB & PERENNIAL L302A

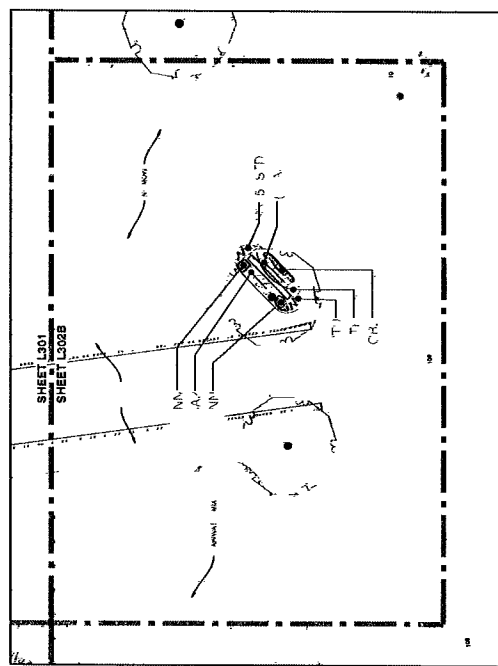
SYMBOL	SYMBOL NAME	SCIENTIFIC NAME	COMMON NAME
[Symbol]	SPY GLASS	ADONIS AMUR	ADONIS
[Symbol]	RED TWIG DOGWOOD	SWIDONIA FLORIDA	DOGWOOD
[Symbol]	DOGWOOD	SWIDONIA FLORIDA	DOGWOOD
[Symbol]	DOGWOOD	SWIDONIA FLORIDA	DOGWOOD
[Symbol]	DOGWOOD	SWIDONIA FLORIDA	DOGWOOD
[Symbol]	DOGWOOD	SWIDONIA FLORIDA	DOGWOOD
[Symbol]	DOGWOOD	SWIDONIA FLORIDA	DOGWOOD

PLANT KEY - SHRUB & PERENNIAL L302B

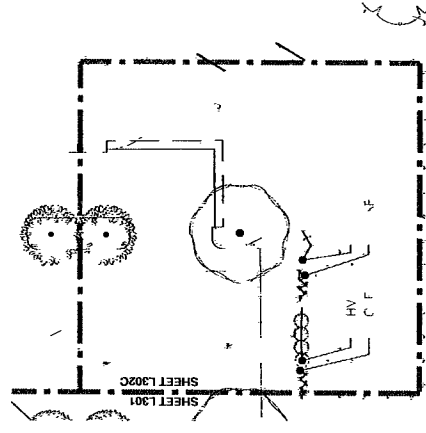
SYMBOL	SYMBOL NAME	SCIENTIFIC NAME	COMMON NAME
[Symbol]	DOGWOOD	SWIDONIA FLORIDA	DOGWOOD
[Symbol]	DOGWOOD	SWIDONIA FLORIDA	DOGWOOD
[Symbol]	DOGWOOD	SWIDONIA FLORIDA	DOGWOOD
[Symbol]	DOGWOOD	SWIDONIA FLORIDA	DOGWOOD
[Symbol]	DOGWOOD	SWIDONIA FLORIDA	DOGWOOD

PLANT KEY - SHRUBS & PERENNIAL 302C

SYMBOL	SYMBOL NAME	SCIENTIFIC NAME	COMMON NAME
[Symbol]	DOGWOOD	SWIDONIA FLORIDA	DOGWOOD
[Symbol]	DOGWOOD	SWIDONIA FLORIDA	DOGWOOD
[Symbol]	DOGWOOD	SWIDONIA FLORIDA	DOGWOOD
[Symbol]	DOGWOOD	SWIDONIA FLORIDA	DOGWOOD




ENLARGEMENT L302B
SCALE 1" = 20'



ENLARGEMENT L302C
SCALE 1" = 20'

NORTH



GRAPHICAL SCALE (FEET)

0 20' 40'

PLANT KEY
L302
L301
L302B
L302C

PINNACLE ENGINEERING GROUP
P.O. BOX 1000
FRANKLIN, WI 53132
TEL: 414.885.8888
WWW.PEENGRUP.COM



PROPOSED NEW FACILITY FOR
 STRAUSS BRANDS INC
 LOOMIS ROAD
 FRANKLIN WI 53132

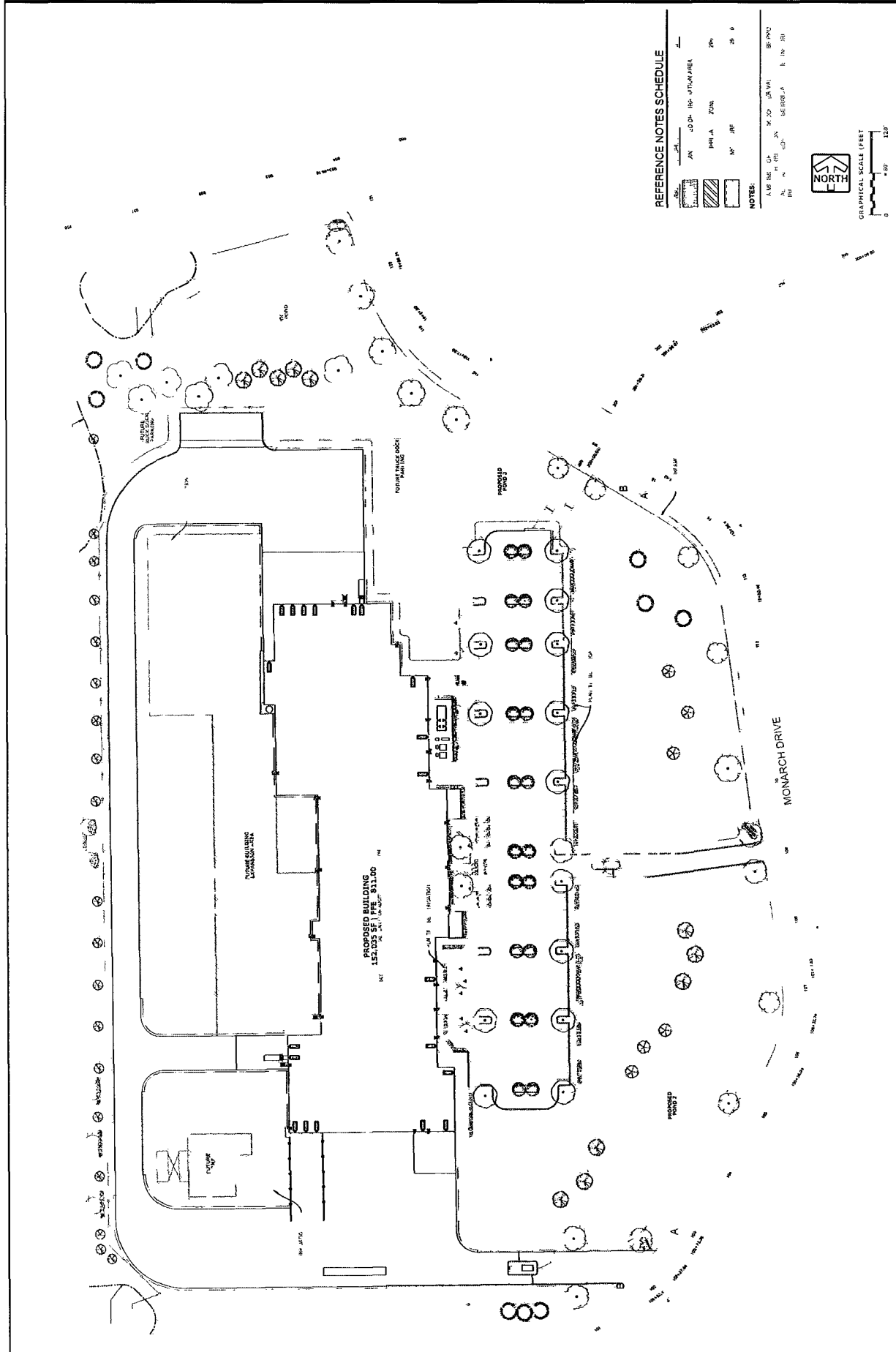
PRELIMINARY NOT FOR CONSTRUCTION

DATE: 11/11/11
 DRAWN: JLD
 CHECKED: JLD
 APPROVED: JLD

SCALE: 1" = 40'
 SHEET NO: 5 OF 21
 PROJECT NO: L400

LANDSCAPE IRRIGATION ZONES

L400
 CIVIL



REFERENCE NOTES SCHEDULE

1	AS PER SPEC	2	AS PER SPEC
3	AS PER SPEC	4	AS PER SPEC
5	AS PER SPEC	6	AS PER SPEC
7	AS PER SPEC	8	AS PER SPEC
9	AS PER SPEC	10	AS PER SPEC
11	AS PER SPEC	12	AS PER SPEC
13	AS PER SPEC	14	AS PER SPEC
15	AS PER SPEC	16	AS PER SPEC
17	AS PER SPEC	18	AS PER SPEC
19	AS PER SPEC	20	AS PER SPEC
21	AS PER SPEC	22	AS PER SPEC
23	AS PER SPEC	24	AS PER SPEC
25	AS PER SPEC	26	AS PER SPEC
27	AS PER SPEC	28	AS PER SPEC
29	AS PER SPEC	30	AS PER SPEC
31	AS PER SPEC	32	AS PER SPEC
33	AS PER SPEC	34	AS PER SPEC
35	AS PER SPEC	36	AS PER SPEC
37	AS PER SPEC	38	AS PER SPEC
39	AS PER SPEC	40	AS PER SPEC
41	AS PER SPEC	42	AS PER SPEC
43	AS PER SPEC	44	AS PER SPEC
45	AS PER SPEC	46	AS PER SPEC
47	AS PER SPEC	48	AS PER SPEC
49	AS PER SPEC	50	AS PER SPEC
51	AS PER SPEC	52	AS PER SPEC
53	AS PER SPEC	54	AS PER SPEC
55	AS PER SPEC	56	AS PER SPEC
57	AS PER SPEC	58	AS PER SPEC
59	AS PER SPEC	60	AS PER SPEC
61	AS PER SPEC	62	AS PER SPEC
63	AS PER SPEC	64	AS PER SPEC
65	AS PER SPEC	66	AS PER SPEC
67	AS PER SPEC	68	AS PER SPEC
69	AS PER SPEC	70	AS PER SPEC
71	AS PER SPEC	72	AS PER SPEC
73	AS PER SPEC	74	AS PER SPEC
75	AS PER SPEC	76	AS PER SPEC
77	AS PER SPEC	78	AS PER SPEC
79	AS PER SPEC	80	AS PER SPEC
81	AS PER SPEC	82	AS PER SPEC
83	AS PER SPEC	84	AS PER SPEC
85	AS PER SPEC	86	AS PER SPEC
87	AS PER SPEC	88	AS PER SPEC
89	AS PER SPEC	90	AS PER SPEC
91	AS PER SPEC	92	AS PER SPEC
93	AS PER SPEC	94	AS PER SPEC
95	AS PER SPEC	96	AS PER SPEC
97	AS PER SPEC	98	AS PER SPEC
99	AS PER SPEC	100	AS PER SPEC



GRAPHICAL SCALE (FEET)
 0 20 40 60 80 100 120

PINNACLE ENGINEERING GROUP



PROPOSED NEW FACILITY FOR
 STRAUSS BRANDS, INC.
 LOOK HIS ROAD
 FRANKLIN, VA 23832

PRELIMINARY NOT FOR CONSTRUCTION



GRAPHICAL SCALE (FEET)
 0 10 20 30 40 50 60 70 80 90 100

ANNEX B, R.N. 2111A

PINNACLE ENGINEERING GROUP

L401

CIVIL

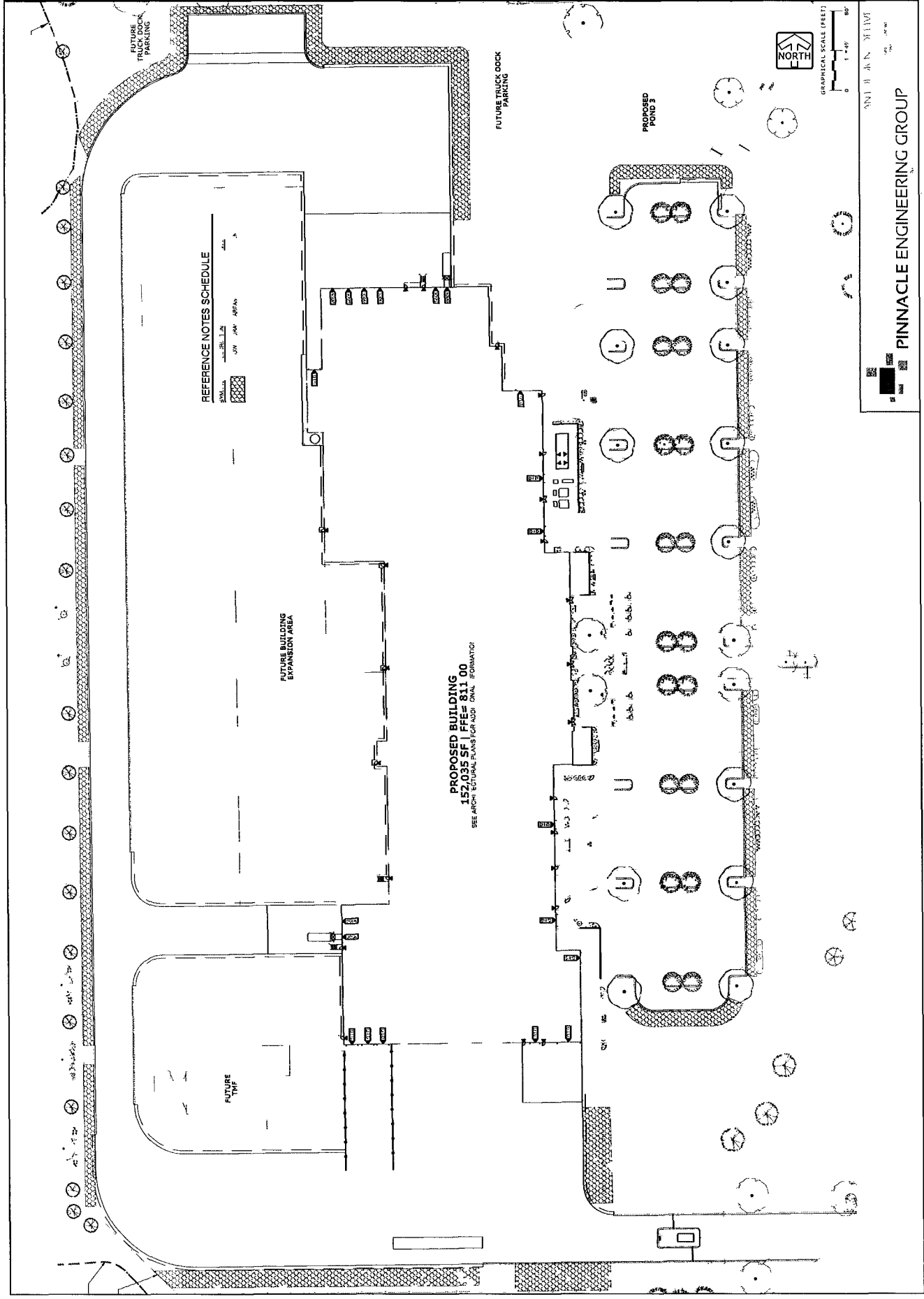
LANDSCAPE
 SNOW
 STORAGE

DATE: 2/26/20

SCALE: 1" = 40'

PROJECT NO. 15-035

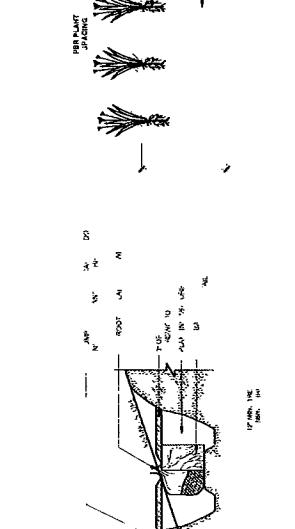
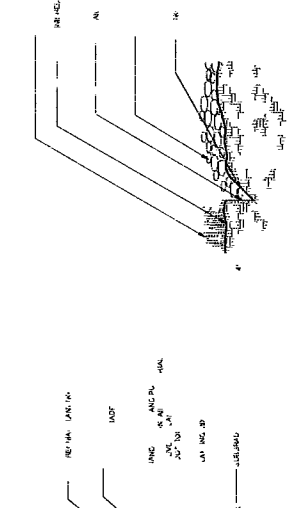
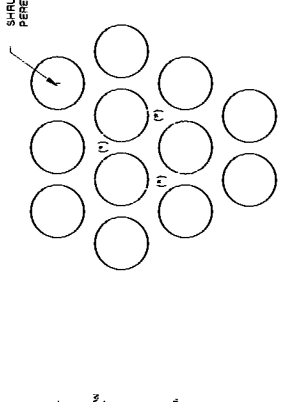
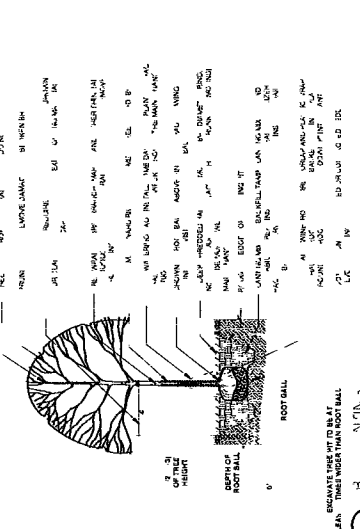
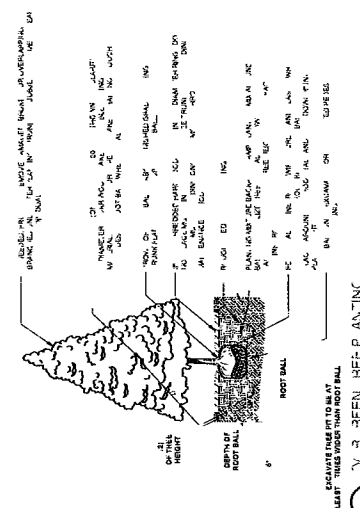
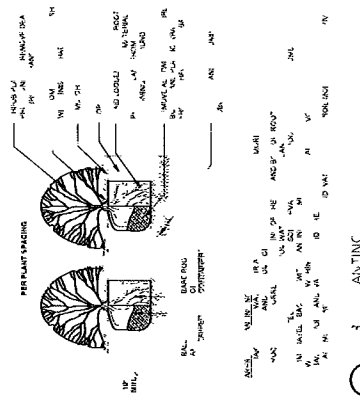
DATE: 2/26/20



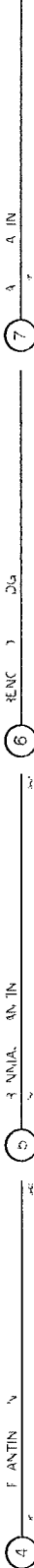
REFERENCE NOTES SCHEDULE

NO.	DESCRIPTION	QTY	UNIT
1	CONCRETE	152,035	SF
2	FOUNDATION	811	00

PROPOSED BUILDING
 152,035 SF | FFE = 811 00
 SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION



7) SPECIFIED PLANT SPACING PER PLANTING LIST



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 04/13/2020

SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION

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

<p>Applicant (Full Legal Name[s]) Name <u>Jerald Bussen</u> Company <u>Strauss Brands LLC</u> Mailing Address <u>9775 South 60th Street</u> City / State <u>Franklin / Wisconsin</u> Zip <u>53132</u> Phone <u>414-255-3837</u> Email Address <u>jeraldb@straussbrands.com</u></p> <p>Project Property Information Property Address <u>SW Corner of West Loomis Road (STH 38) & Monarch Drive</u> Property Owner(s) <u>Strauss Brands LLC</u> Mailing Address <u>9775 South 60th Street</u> City / State <u>Franklin / Wisconsin</u> Zip <u>53132</u> Email Address <u>jeraldb@straussbrands.com</u></p>	<p>Applicant is Represented by (contact person)(Full Legal Name[s]) Name <u>Donald Olsen</u> Company <u>ESI Design Services, Inc.</u> Mailing Address <u>950 Walnut Ridge Drive</u> City / State <u>Hartland / Wisconsin</u> Zip <u>53029</u> Phone <u>262-369-3577</u> Email Address <u>dolsen@esigroupusa.com</u></p> <p>Tax Key Nos <u>891 9007 000</u> Existing Zoning <u>M-1 Limited Industrial</u> Existing Use <u>Farming</u> Proposed Use <u>Food Processing Facility</u> Future Land Use Identification _____</p>
---	---

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

Special Use/Special Use Amendment submittals for review must include and be accompanied by the following:

- This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- Application Filing Fee, payable to City of Franklin
 - \$1500, New Special Use over 4,000 square feet
 - \$1000 Special Use Amendment
 - \$750, New Special Use under 4,000 square feet
- Legal Description for the subject property (WORD doc or compatible format)
- One copy of a response to the General Standards, Special Standards (if applicable), and Considerations found in Section 15 3 0701(A), (B), and (C) of the Unified Development Ordinance available at www.franklinwi.gov
- Seven (7) complete collated sets of Application materials to include
 - One (1) original and six (6) copies of a written Project Summary, including description of any new building construction and site work, interior/exterior building modifications or additions to be made to property, site improvement costs, estimate of project value and any other information that is available)
 - Three (3) folded full size, drawn to scale copies (at least 24" x 36") of the Site Plan/Site Plan Amendment package (The submittal should include only those plans/items as set forth in Section 17 7 0101, 15-7 0301 and 15-5 0402 of the Unified Development Ordinance that are impacted by the development. (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, etc.))
 - Four (4) folded reduced size (11"x17") copies of the Site Plan/Site Plan Amendment package
- One colored copy (11"x17") of the building elevations, if applicable
- Three copies of the Natural Resource Protection Plan and report, if applicable (see Section 15-4 0102 & 15 7 0201 of the UDO)
- Email (or CD ROM) with all plans/submittal materials Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable)

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- Special Use/Special Use Amendment requests require Plan Commission review, a Public Hearing and Common Council approval

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

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

Signature Jerald Bussen
 Name & Title (PRINT) Jerald Bussen - President
 Date 4/10/2020

Signature _____
 Name & Title (PRINT) _____
 Date _____

Signature Donald Olsen
 Name & Title (PRINT) Jerald Bussen - President
 Date 4/10/2020

Signature Donald A. Olsen
 Name & Title (PRINT) Donald A. Olsen - Project Architect
 Date 4/10/2020

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 04/13/2020

SITE PLAN / SITE PLAN AMENDMENT APPLICATION

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

<p>Applicant (Full Legal Name[s]) Name <u>Jerald Bussen</u> Company <u>Strauss Brands LLC</u> Mailing Address <u>9775 South 60th Street</u> City / State <u>Franklin / Wisconsin</u> Zip <u>53132</u> Phone <u>414-255-3837</u> Email Address <u>jeraldb@straussbrands.com</u></p> <p>Project Property Information Property Address <u>SW Corner of West Loomis Road (STH 36) & Monarch Drive</u> Property Owner(s) <u>Strauss Brands LLC</u> Mailing Address <u>9775 South 60th Street</u> City / State <u>Franklin / Wisconsin</u> Zip <u>53132</u> Email Address <u>jeraldb@straussbrands.com</u></p>	<p>Applicant is Represented by (contact person)(Full Legal Name[s]) Name <u>Donald Olsen</u> Company <u>ESI Design Services Inc.</u> Mailing Address <u>950 Walnut Ridge Drive</u> City / State <u>Hartland / Wisconsin</u> Zip <u>53029</u> Phone <u>262-369-3577</u> Email Address <u>dolsen@esigroupusa.com</u></p> <p>Tax Key Nos <u>891 9007 000</u> Existing Zoning <u>M-1 Limited Industrial</u> Existing Use <u>Farming</u> Proposed Use <u>Food Processing Facility</u> Future Land Use Identification _____</p>
---	--

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

Site Plan/Site Plan Amendment submittals for review must include and be accompanied by the following

- This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- Application Filing Fee, payable to City of Franklin
 - Tier 1 \$2000
 - Tier 2. \$1000 (Lot size ≤ 1 acre)
 - Tier 3 \$500 (≤ 10% increase or decrease in total floor area of all structures with no change to parking, or change to parking only)
- Legal Description for the subject property (WORD doc or compatible format)
- Seven (7) complete collated sets of Application materials to include
 - One (1) original and six (6) copies of a written Project Summary, including description of any new building construction and site work, interior/exterior building modifications or additions to be made to property, site improvement costs, estimate of project value and any other information that is available)
 - Seven (7) folded full size, drawn to scale copies (at least 24" x 36") of the Site Plan/Site Plan Amendment package (The submittal should include only those plans/items as set forth in Section 15-7-0103, 15-7-0301 and 15-5-0402 of the Unified Development Ordinance that are impacted by the development (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, etc.)
 - Reduced size (11"x17") copies of the Site Plan/Site Plan Amendment package will be at Planning staff recommendation, if applicable
- One colored copy (11"x17") of the building elevations, if applicable
- One copy of the Site Intensity and Capacity Calculations, if applicable (see Division 15-3-0500 of the UDO)
- Three copies of the Natural Resource Protection report, if applicable (see Section 15-7-0103Q of the UDO)
- Email (or CD ROM) with all plans/submittal materials Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable)

- Upon receipt of a complete submittal, staff review will be conducted within ten business days Additional materials may be required
- Site Plan/Site Plan amendment requests require Plan Commission or Community Development Authority review and 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 Jerald Bussen
 Name & Title (PRINT) Jerald Bussen - President
 Date 4/10/2020

Signature _____
 Name & Title (PRINT) _____
 Date _____

Signature Jerald Bussen
 Name & Title (PRINT) Jerald Bussen - President
 Date 4/10/2020

Signature Donald A. Olsen
 Name & Title (PRINT) Donald A. Olsen - Project Architect
 Date 4/10/2020



Strauss Brands LLC - Legal Description

April 10, 2020

Parts of Lot 1 and Outlot 1, of Certified Survey Map No. 9095 as recorded in the register of deeds office for Milwaukee County as Document No. 10830741, being a part of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of the Northwest 1/4 of said section 30, thence South 89°39'32" East along the south line of said Northwest 1/4, 1345.74 feet to the southwest corner of Lot 1 Certified Survey Map No. 9095 and the Point of Beginning;

Thence North 00°34'12" West, along the west line of said Lot 1, 1523.10 feet to the southerly line of said right-of-way of West Loomis Road, thence North 79°00'41" East along the southerly line of said right-of-way, 156.97 feet, thence North 75°45'51" East along the southerly line of said right-of-way, 215.80 feet to a point of curvature, thence northeasterly along the southerly line of said right-of-way, 30.51 feet along the arc of said curve to the left, whose radius is 1979.86 feet and whose chord bears North 75°19'22" East, 30.51 feet; thence South 29°08'47" East, 22.47 feet, thence South 16°09'38" East, 83.27 feet to a point of curvature, thence southeasterly 198.68 feet along the arc of said curve to the left, whose radius is 265.00 feet and whose chord bears South 37°38'23" East, 194.06 feet, thence South 59°07'06" East, 356.12 feet to a point of curvature, thence southeasterly 170.14 feet along the arc of said curve to the right, whose radius is 190.00 feet and whose chord bears South 33°27'51" East, 164.52 feet, thence South 07°48'36" East, 543.63 feet to a point of curvature, thence southwesterly 128.99 feet along the arc of said curve to the right, whose radius is 190.00 feet and whose chord bears South 11°38'18" West, 126.52 feet, thence South 31°05'13" West, 282.33 feet to a point of curvature, thence southwesterly 75.12 feet along said curve to the right, whose radius is 190.00 feet and whose chord bears South 42°24'51" West, 74.64 feet, thence South 53°44'29" West, 143.69 feet to the south line of said Northwest 1/4, thence North 89°39'32" West along said south line, 662.99 feet to the Point of Beginning

Containing 1,316,168 square feet (30.2151 acres) of land, more or less.



City of Franklin - Planning Department
Strauss Brands LLC - Project Summary
 April 10, 2020
 (Updated July 28, 2020)
 (Updated October 1, 2020)

FACILITY SUMMARY:

- The project consists of the construction of a new beef processing facility designed to process 250 to 500 head of cattle per day. The facility includes cattle pens, harvest floor, carcass coolers, fabrication areas, packaging areas, warehouse areas, shipping docks, operations offices, employee welfare spaces and associated mechanical support facilities and spaces.
- The facility will be staffed and operate as follows

Employee Area	Employee Count	Shift (Work Hours)
Dirty Harvest	20	1 st - 6 00 AM - 2 30 PM
Clean Harvest	52	1 st - 7 00 AM - 3 30 PM
Fabrication & Grinding	150	1 st - 8 00 AM - 4 30 PM
Maintenance (1 st Shift)	12	1 st - 6 00 AM - 2 30 PM
Maintenance (2 nd Shift)	12	2 nd - 3 30 AM - 12 00 AM
Sanitation	15	2 nd - 3 30 AM - 12 00 AM
Administration	11	1 st - 8 00 AM - 5 00 PM
TOTAL	272	

- Construction is anticipated to begin in Fall of 2020 with final completion by June of 2022
- The overall estimated project cost is as follows

Area of Work	Estimated Cost
Sitework	\$ 4,715 000 00
Utilities	\$ 2,625,000 00
Building	\$ 57,860,000 00
TOTAL	\$ 65,200,000.00

SITE SUMMARY

- The site is located at the southwest corner of the intersection of West Loomis Road and the new Monarch Drive, covering approximately 30.2 acres
- The building will be orientated in the north/south direction and roughly centered on the site. Employee parking will be located on the east side of the building. An access drive will be located along the south, west and north side of the building for truck traffic.
- All access to the site will come via Monarch Drive. Two (2) access drives will be provided, one for employee auto parking and one for truck receiving and shipping.
- The site is designed to detain all stormwater on-site in three (3) detention ponds. The ponds are designed with a capacity to accommodate the future phases of work as indicated on the site drawings.

BUILDING SUMMARY

- The building will be a steel framed and concrete slab-on-grade structure. The structure is a single-story building with equipment mezzanines. Overall square footage of the building including all levels is as follows:

FIRST FLOOR

CATTLE BARN	17 656 SF
WASTEWATER TREATMENT	5 644 SF
HARVEST AREA	38 047 SF
CARCASS COOLERS	12 274 SF
FABRICATION / GRINDING AREA	33 770 SF
WAREHOUSE	13 853 SF
HARVEST SUPPORT AREA	4 370 SF
MAIN OFFICE / WELFARE	16 945 SF
FABRICATION SUPPORT AREA	9 185 SF
PRE-MANUFACTURED GUARDHOUSE	128 SF
TOTAL BUILDING (FOOTPRINT)	152 035 SF

MEZZANINE FLOOR

MECHANICAL MEZZANINE	1,661 SF
BOX-MAKE-UP MEZZANINE	8 297 SF
PARTS MEZZANINE	837 SF
	10 795 SF

TOTAL BUILDING SQUARE FOOTAGE	162 830 SF
--------------------------------------	-------------------

- The processing area of the building will be 36' in height and the office/support areas of the building will be 18' in height.
- The exterior of the building will be enclosed with high R-Value insulated metal wall panels. The exterior of the office/ employee welfare will be a combination of masonry and architectural metal wall panels.

FINANCIAL PLAN FOR PROJECT IMPLEMENTATION

- Strauss Brands, LC is building a 162,830 square foot building on a 30.2 acres parcel. Construction is expected to start in the 4th quarter of 2020 with a completion date of June 2022. Total cost of construction is estimated to be \$65.2 million. The greenfield project will generate a minimum tax assessed value of \$12,000,000 in years 2021 to 2028 and \$15,000,000 in years 2029 to 2041. This will generate property taxes of \$266,400 (2021 to 2028) and \$333,000 (2029 to 2041).

MARKET ANALYSIS

- With a strong trade presence nationwide, the City of Franklin provides a central location within in the Midwest to service the continental United States. With the Milwaukee Metro MSA exceeding 1.57 Million, Strauss will have the ability to source quality candidates for the 100 plus new hires required in production, warehousing, administration, and management. If we are not able to source viable candidates from the current MSA, Franklin is a very attractive city to relocate employees to.



City of Franklin - Planning Department
Strauss Brands LLC - General Standards Response
April 10, 2020

GENERAL STANDARDS:

- **Ordinance and Comprehensive Master Plan Purposes and Intent:** This proposed building is an industrial building located in an M-1 (Light Industrial) zoned area. This building and site will follow all applicable ordinances required by the City of Franklin.
- **No Undue Adverse Impact:** Given the nature of this operation, cattle will be regularly brought onto the site, temporarily housed in the Cattle Pen, and then brought into the building for processing. This facility will be located at the far west side of the Loomis Business Park. Bringing the animals on site and removing the waste from the building will be located in discreet locations away from busier areas of the development.
- **No Interference with Surrounding Development:** This facility will be located at the far west side of the Loomis Business Park. The building will not be directly adjacent to the residential areas in this development, and much of the surrounding area will consist of open, undeveloped area. Traffic to this facility will enter on Monarch Drive from Loomis Road and will not interfere with the nearby residential streets.
- **Adequate Public Facilities:** This facility will be served by all the necessary utilities and public services. Many of these will be provided by Bear Development as part of the Loomis Business Park.
- **No Traffic Congestion:** There will be two entrances into the proposed property. Strauss expects to see +/-20 semi-trucks per day in and out of their facility. The truck entrance is located furthest to the south, while the employee parking entrance will be located towards the center of the property. The trucks will only be on Monarch Drive for a limited time, and the employee vehicles will not need to travel through residential areas of the development.
- **No Destruction of Significant Features:** This proposed use will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.
- **Compliance with Standards:** This proposed use will comply with all applicable standards.

SPECIAL STANDARDS

- Not Applicable

CONSIDERATIONS

- **Public Benefit:** Strauss is a well-established business that has been located within the City of Franklin for many years. The proposed site offers ample space for them to expand their operation and continue to grow their business.

Date April 10, 2020
Project Strauss Brands LLC - Meat Processing Plant
Subject City of Franklin - General Standards Responses
Page 2 of 2

- **Alternative Locations:** The location of this building within the development allows for the operation to run discreetly, minimizing the impact to nearby residential areas. The building will not be directly adjacent to the residential areas in this development, and much of the surrounding area will consist of open, undeveloped area. The cattle pen and Inedible Dock will be screened from the rest of the development.
- **Mitigation of Adverse Impacts:** Much of the facility will not be completely visible from Loomis Road or Monarch Drive due to landscaping berms located around the site. The shipping dock will be screened by this landscaping. The cattle pen will be located at the far south end of the site, away from busier areas of the development. The Harvest Floor waste (Inedible Dock) will be removed from the facility on the west side of the building. The building will completely shield the Inedible Dock from the rest of the Loomis Business Park.
- **Establishment of Precedent of Incompatible Uses in the Surrounding Area:** The proposed facility is a stand-alone operation which will not require other industrial buildings nearby to serve its needs. Much of the area around this facility is zoned for residential uses. There is a buffer between this facility and the residential areas, but there likely would not be adequate space for industrial growth in these areas.

File M:\ESI DS Jobs\2020\20-1257-01 Strauss Franklin WI\03-Agency\Strauss General Standards Response 4-10-2020.doc



June 28, 2020

Régulo Martínez-Montilva, AICP
Associate Planner - Department of City Development
City of Franklin
9229 W Loomis Road
Franklin, WI 53132

Project **Strauss Brands, LLC - New Meat Processing Facility**
West Loomis Road & Monarch Drive
Franklin, Wisconsin

Subject **City Development Department Review Comment Responses**
ESIDS Project No.: 20-1257-01

Dear Régulo

Below please find our responses to the Application for Special Use and Site Plan review comments made by the City Development Department, Engineering Department, and Fire Department, dated May 18, 2020

DEPARTMENT OF CITY DEVELOPMENT

Special Use

- 1 Unified Development Ordinance (UDO) Division 15-3 1100 Hazard Abatement Performance Standards Any ammonia refrigeration, flammable or explosive vapors associated with this facility? Please explain

Response: *Yes, the refrigeration system that cools the coolers and processing areas is a central ammonia system. The ammonia refrigeration system will meet all current codes and regulations. Due to the volume of ammonia on site a Process Safety Management (PSM) program will be in place. Furthermore, the system will be provided with an ammonia diffusion tank to allow for emergency evacuation and diffusion in a hazardous ammonia situation.*

- 2 In a revised project narrative, please include the hours of operations and number of employees expected during the large shift

Response: *See attached revised project narrative.*

- 3 Note the future building expansion and truck maintenance facility will require an amendment to the Special Use permit

Response *Strauss understands when they plan to expand or build the truck maintenance facility, they will need request an amendment to the Special Use permit.*

Site Plan

4 Please provide the following information on the Proposed Site Development Plan (Sheet C300)

- **Scale and Site Size** The scale of drawing and the size of the site (in square feet or acres) noted on the Site Plan Please note the size of the site (in square feet or acres) on the Site Plan

Response: See Site Data Table on sheet C300.

- **Soils Data.** The characteristics and types of soils related to contemplated specific uses Soil borings may be required by the City Engineer, Zoning Administrator, and/or Plan Commission Please note the soil types on the Site Development Plan

Response: See Site Data Table on sheet C300. Geotech Report and Borings were previously completed by Terracon in 2018.

- **Off-Street Parking Spaces, Loading, Ingress and Egress, and Driveway Locations of Adjoining Properties** The total number of off-street parking spaces, loading areas, drives, curb cuts, and vehicular ingress and egress locations to the site Please note the total number of off-street parking spaces on the Site Plan

Response: See Site Data Table on sheet C300.

- **Building Height** Height of all building(s), including both principal and accessory, expressed in both feet and stories Please note the heights of the building on the Building Elevations

Response: See updated building elevations on drawing A3.1.

- **Proposed Stormwater Management Facilities.** Location of any proposed stormwater management facilities, including detention/retention area(s), and the submission of stormwater calculations which justify the stormwater detention/retention area(s) Said submission shall indicate how the planned stormwater drainage system meets the requirements of the City's stormwater management plan Please provide stormwater calculations and Stormwater Management Plan for final submittal

Response: See attached stormwater management plan.

- **Natural Resource Protection Plan.** Conservation Easements Natural resources (as described in Division 15-4 0100 of the UDO) shall be located within conservation easements Please note that conservation easements require a separate approval Conservation easement template is attached

Response: Easement documents have been completed. Strauss will record with the City.

- **Site Intensity and Capacity Calculations** The "Site Intensity and Capacity Calculation" worksheets required under Division 15-3 0500 for determining the maximum site intensity, or development capacity, of the site Please provide Site Intensity and Capacity Calculations per Division 15-3 0500

Response: See requested calcs (attached).

Date June 28, 2020
Project **Strauss Brands, LLC - New Meat Processing Facility**
Franklin, Wisconsin
Subject Architectural and Engineering Service Proposal
Page 3 of 8

- **Building Elevations.** Please provide building elevations for the guardhouse

Response: *See guard house building elevations on drawing A3.2.*

- **Market Analysis** In the case of a commercial use on a parcel of land greater than 30,000 square feet in area, a market analysis, prepared and signed by an independent market analyst acceptable to the Plan Commission, containing the following
 - Trade area
 - Population of trade area, present and projected
 - Effective buying power in the trade area, present and projected (in the case of retail)
 - Residual buying power and how it may be expected to be expended in existing business areas serving the trade area Please provide a market analysis within a revised project narrative or supplemental letter

Response: *See attached updated Project Summary.*

- **Financial Plan for Project Implementation** A financial plan for project implementation, acceptable to the Plan Commission Please include a financial plan within a revised project narrative or supplemental letter

Response: *See attached updated Project Summary.*

- **Project Summary.** A written project summary including fiscal impact upon the City of Franklin, operational information, building schedule, and estimate of project value and including all site improvement costs Please include a project summary within a revised project narrative or supplemental letter

Response: *See attached updated Project Summary.*

- 5 Please reconcile the building floor area provided in narrative (Phases I & II 134,000 sf footprint) with the building floor area provided on the Site Plan (Phase I 127,670 sf, no floor area estimate provided for Phase II)

Response *Civil plans have been revised to identify the current, proposed building area. See Site Data Table on Sheet C300.*

- 6 On Sheet C300, please include additional site data, including square footage of proposed impervious surface, greenspace and Landscape Surface Ratio (see definitions below)

- **Landscape Surface Ratio (LSR).** The ratio derived by dividing the area of landscaped surface by the base site area

Response: *See Site Data Table on sheet C300.*

- **Landscape Surface Area.** Surface area of land not covered by any building or impervious surface, impervious surface, and that is maintained as a natural area and left undisturbed or to support plant life

Response: *See Site Data Table on sheet C300.*

- **Maximum Gross Floor Area Ratio.** An intensity measured as a ratio derived by dividing the total gross floor area of a building or structure by the base site area Also see Division 15-3 0500

Response: *See Site Data Table on sheet C300.*

Date June 28, 2020
Project **Strauss Brands, LLC - New Meat Processing Facility**
Franklin, Wisconsin
Subject Architectural and Engineering Service Proposal
Page 4 of 8

- **Maximum Net Floor Area Ratio.** An intensity measured as a ratio derived by dividing the total gross floor area of a building or structure by the net buildable site area Also see Division 15-3 0500
Response: See Site Data Table on sheet C300.
 - **Site Area, Base.** (See Division 15-3 0500 of this Ordinance)
Response: See Site Data Table on sheet C300.
- 7 Please provide details about proposed fence (height, materials) to ensure it meets the requirement of Division 15 3-0803C
Response: The fence enclosing the cattle barns, receiving dock and shipping dock is an 8' high chain-link fence.
- 8 Please provide details about proposed generator screening to ensure it meets the requirements of Division 15 3-0803E
Response: The generator screening is a 10' high masonry wall with face brick veneer matching the office. See attached detail.
- 9 Please provide details about proposed trash enclosure to ensure it meets the requirements of Division 15 3-0803I
Response: The trash enclosure is a 10' high masonry wall with face brick veneer matching the office. See attached detail.
- 10 Please provide details about the proposed guardhouse (dimensions, area, exterior building materials, height) to ensure it meets the requirements of Division 15 3-0801
Response: See guard house floor plan and building elevations on drawing A3.2 showing size, height and building materials.
- 11 Proposed driveway openings are 26 feet wide for the employee parking lot and 48 feet wide for truck entrance Per Division 15-5 0207, openings for vehicular ingress and egress shall not exceed 24 feet at the street right-of-way line and 30 feet at the roadway, unless a greater distance is approved by the Plan Commission in a non-residential district Please revise or submit a separate letter supporting your request, subject to Plan Commission approval
Response: Please see attached letter supporting the request of wider driveways.

Landscaping

- 12 Please provide the planting size for each Plant Type (Canopy/Shade Tree, Decorative Trees, Evergreen Trees, etc) Note that evergreens and arborvitae within the bufferyard must have a planting height of six feet
Response: Planting Sizes have been added to the planting schedule.
- 13 Please illustrate areas for snow storage on the Landscape Plan in compliance with Section 15-5 0210 of the Unified Development Ordinance
Response: Sheet L-401 has been added to show snow storage locations.
- 14 Bufferyards are required on the north and west sides of this property Please label bufferyards and the Landscape Plan and provide a higher concentration of plants within the bufferyard areas Required planting quantity is increased by 30% within bufferyards, per Sections 15-5 0301C and 15-5 0301D of the UDO Please exclude conservation areas and vision triangles from bufferyards

Date June 28, 2020
Project **Strauss Brands, LLC - New Meat Processing Facility**
Franklin, Wisconsin
Subject Architectural and Engineering Service Proposal
Page 5 of 8

Response: *The plan currently provides more than the required plantings. More plantings have been relocated to the specified buffer locations to provide a higher concentration of plantings in the bufferyards. North bufferyard also contains an 8' high screening berm along with plantings.*

- 15 Please provide the planting size for each Plant Type (Canopy/Shade Tree, Decorative Trees, Evergreen Trees, etc) per Table 15-5 0302 of the UDO Note that evergreens and arborvitae within the bufferyard must have a planting height of six feet

Response: *Planting Sizes have been added to the planting schedule.*

- 16 Please provide the number of plantings *by species* on the Landscape Plan (Sheet L-100 or Sheet L202) At least 10 plantings of each species are required per Section 15-5 0302F of the UDO Also, see Section 15-5 0302H of the UDO about placement by species

Response: *Plantings have been updated to be in line with the chart found in 15-5.0302F based on plant categories, ie...Shade trees (37 provided requires a min of 6 per species), Deciduous shrubs (199 provided requires a min of 10 per species), etc.*

- 17 Please provide estimated landscaping costs per Section 15-5 0302G 3 of the UDO

Response: *Estimated landscape cost for plantings and seeding is approximately \$150,000.*

- 18 Please note a two-year planting guaranty on the Landscape Plan is required per Section 15-5 0303G 3 of the UDO

Response: *Note has been updated on plans.*

- 19 Please provide the Landscape Surface Ratio percentage, and planting size information for the planting schedule

Response: *Has been added to the plan.*

- 20 Please provide irrigation plans per Section 15-5 0303D of the UDO

Response: *A performance irrigation plan has been provided denoting types of irrigation to be used in what locations. Final irrigation plans to be designed by irrigation contractor prior to installation. (Sheet L-400).*

- 21 Please provide installation plans per Section 15-5 0303F of the UDO

Response: *Notes have been added to the general notes section.*

- 22 Please provide parking lot island dimensions to verify that depth requirements are met, per Section 15-3 0354C 2 The interior landscaping shall be provided within landscaped islands a minimum of 250 square feet in area Landscaped islands shall be three feet shorter than the depth of any adjacent parking space

Response: *Parking lot islands have been updated and dimensioned on the civil plans (C301 and C302). Notes have been added to the landscape plan referencing the civil plans.*

- 23 Clarify whether plants in landscaped parking lot islands are underlain by soil (vs base course material), per Section 15-3 0354C 4

Response: *Landscape planting islands shall be underlain by soil. Existing soil shall be loosened to a minimum depth of 30" (Refer to soil placement notes Sheet L-100).*

Date June 28, 2020
Project **Strauss Brands, LLC - New Meat Processing Facility**
Franklin, Wisconsin
Subject Architectural and Engineering Service Proposal
Page 6 of 8

24 Please show the 30-foot vision triangle on the Landscaping Plan to demonstrate compliance with Section 15-5 0201

Response: *The WISDOT vision triangle has been added to the plans.*

Parking

25 Please provide a total number of parking spaces proposed, by type, on the face of the Site Plan

Response: *See Site Data Table on sheet C300.*

26 Staff determined that the proposed use is classified as "Light Industry" for the purpose of parking demand, per UDO Table 15-5 0203 the required parking for light industry is 2 spaces/1,000 sf of Gross Floor Area Based on the overall square footage (153,250), the required parking is 307 spaces Staff counted 234 parking spaces (including ADA), therefore the proposed parking does not meet the UDO requirements

However, the Plan Commission may approve a parking reduction, below 25% of the required parking which is a total of 230 parking spaces To request this reduction, please submit the following (UDO §15-5 0203 B)

- Sufficient proof that the minimum number of required parking spaces would exceed the proposed use's projected parking demand Evidence may include, but not limited to, parking standard comparisons and/or comparisons of parking demand for existing similar uses

Response: *Based on the new enlarged plan the gross building square footage is 178,274 S.F. which equates to 358 required parking spaces. Strauss requests the Plan Commission allow a reduction in the number of required stalls by 78 (22%) for a total of 280 parking stalls, not including motorcycle parking. The overall number of employees is 272 with a maximum of 240 being onsite at the same time. Even with the reduction in parking there would still be 40 overflow spaces available.*

27 Table 15-5 0202(I)(1) requires 7 ADA parking spaces Six ADA parking spaces are currently provided Parking spaces for use by person with disabilities shall be 13 feet wide by 20 feet long for automobiles and 16 feet wide by 20 feet long for vans, per Section 5-5 0202J 1

Response: *Additional ADA stall has been added to the plan. Proposed stalls meet required dimensions and 2 van spaces are provided.*

28 Please clarify the purpose of the 18 smaller parking spaces located north of the main customer entrance If they are motorcycle parking spaces, please label them as such

Response: *These are motorcycle parking spaces. A note has been added to the plans denoting this.*

29 Please label the loading spaces on the Site Plan Four loading spaces are required

Response: *Loading spaces are provided within the four proposed truck court/dock areas and this has been noted on the plans (C301 and C302).*

Lighting

- 1 Please provide the light cut-off angles of the luminaires, per Section 15-5 0401 It is noted that if these are cut-off luminaires with angles less than 90 degrees, then they meet the illumination standards Otherwise, the on-site lighting would not comply with UDO standards

Response: *See polar candela distribution charts on sheets E3.1, E3.2, E3.3 and E3.4.*

- 30 Please provide a graphic depiction of the luminaire lamp (or bulb) concealment and light cut-off angles per Section 15-5 0402B 4

Response: *See polar candela distribution charts on sheets E3.1, E3.2, E3.3 and E3.4.*

Signage

- 31 Signage will require separate review and approval by the Architectural Review Board and a Sign Permit from the Inspection Department Please provide a note on the plans that states signs are shown for reference only and require separate review and approval

Response: *Strauss, LLC understands that all exterior signage will require a separate review, approval, and permit from the City. Signage will be a deferred submittal at this time.*

City Development Department suggestions (not specifically required by the UDO)

- 32 **Pedestrian Sidewalks and Walkways.** Please provide safe pedestrian and bicycle access to all uses within the development, connections to existing and planned sidewalks

Response: *Since this facility is not open to the public, nor does Strauss want to encourage pedestrian traffic to the facility, Strauss does not believe it necessary to provide a sidewalk from the building out to the street.*

- 33 **Architecture.** Staff suggests providing additional architectural design element(s) to break up the plane of the wall such as siding design and accent panels

Response: *Due to the type of construction it is costly to incorporate a siding design or accent panels into the exterior wall. Strauss finds that to cost prohibitive at this time.*

Engineering Department Comments

- 34 There should be no structures within the City's utility easements

Response: *Understood. All structures will be constructed outside of utility easements.*

- 35 The City's utility easements must always be accessible for its maintenance

Response: *Utility easements will be made accessible to the City at all times.*

Date June 28, 2020
Project **Strauss Brands, LLC - New Meat Processing Facility**
Franklin, Wisconsin
Subject Architectural and Engineering Service Proposal
Page 8 of 8

Fire Department Comments (dated 8/28/2019)

- 36 Significant concern with storage/use of large quantities of ammonia immediately adjacent to and upwind of planned residential, commercial, and multi-use development a Asphyxiant, corrosive/irritant, and potential explosive properties will be present in the event of a release/leak or fire

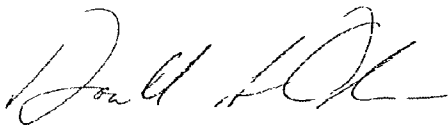
Response: The ammonia refrigeration system will meet all current codes and regulations. Due to the volume of ammonia on site a Process Safety Management (PSM) program will be in place. Furthermore, the system will be provided with an ammonia diffusion tank to allow for emergency evacuation and diffusion in a hazardous ammonia situation.

- 37 Area is poorly served by existing fire station locations and staffing Response times for Effective Response Force for fire and EMS calls-for-service, and emergency incident types will likely exceed accepted industry standards (possibly significantly) for the entire development

Response: Strauss, LLC understands the concerns raised regarding response times from the fire department.

We believe all of your comments have been addressed If you have any questions or need further clarification, please contact us at your earliest convenience

Sincerely



Donald A. Olsen, AIA, CSI
Vice President of Design/Operations
262-369-3535 Main Line
262-369-3577 Direct Line
262-391-1436 Cell
262-369-3592 Fax
dolsen@esigroupusa.com

cc John Dohogne, President - ESI Design Services, Inc
Timothy P. Gibbons, V.P. Design/Business Development - ESI Design Services, Inc
File M:\ESI DS Jobs\2020\20-1257-01 Strauss Franklin WI\03-Agency\20-1257-01 Plan Commission Response LTR.doc

SECTION 15-3.0505

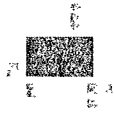
CALCULATION OF SITE INTENSITY AND CAPACITY FOR NONRESIDENTIAL USES

In order to determine the maximum floor area which may be permitted on a parcel of land zoned in a nonresidential zoning district, the site intensity and capacity calculations set forth in Table 15-3 0505 shall be performed

Table 15-3.0505

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

<p>STEP 1</p>	<p>CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE</p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502) <u>30 22 AC</u></p> <p>Multiple by Minimum <i>Landscape Surface Ratio (LSR)</i> (see specific zoning district LSR standard) x <u>0 4</u></p> <p>Equals MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE =</p>	<p>12 09 acres</p>
<p>STEP 2</p>	<p>CALCULATE NET BUILDABLE SITE AREA</p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3 0502) <u>30 22 AC</u></p> <p>Subtract <i>Total Resource Protection Land</i> from Table 15-3 0503) or <i>Minimum Required Landscape Surface</i> (from Step 1 above) whichever is greater - <u>12 09 AC</u></p> <p>Equals NET BUILDABLE SITE AREA =</p>	<p>18 13 acres</p>
<p>STEP 3</p>	<p>CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE</p> <p>Take <i>Net Buildable Site Area</i> (from Step 2 above) <u>18 13 AC</u></p> <p>Multiple by Maximum <i>Net Floor Area Ratio (NFAR)</i> (see specific nonresidential zoning district NFAR standard) x <u>0 85</u></p> <p>Equals MAXIMUM NET FLOOR AREA YIELD OF SITE =</p>	<p>15 41 acres</p>
<p>STEP 4</p>	<p>CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE</p> <p>Take <i>Base Site Area</i> (from Step 5 of Table 15-3 0502) <u>30 22 AC</u></p> <p>Multiple by Maximum <i>Gross Floor Area Ratio (GFAR)</i> (see specific nonresidential zoning district GFAR standard) x <u>0 42</u></p> <p>Equals MAXIMUM GROSS FLOOR AREA YIELD OF SITE =</p>	<p>12 69 acres</p>
<p>STEP 5</p>	<p>DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE</p> <p>Take the <i>lowest</i> of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above)</p> <p>(Multiple results by 43 560 for maximum floor area in square feet)</p>	<p>12 69 acres (<u>552,776</u> s f)</p>



May 22, 2020

Members of the City of Franklin Plan Commission:

Please accept this letter as notification that Strauss Brands, Inc would like to seek Plan Commission approval of driveway widths that exceed the maximum allowed per the City of Franklin Unified Development Ordinance (Division 15-5 0207) The allowable width at the Right of Way line is 24' and at the roadway is 30' per code Strauss is requesting approval for a 28' wide driveway for their main employee entrance and a 48' wide driveway for their truck access entrance A future access point is also proposed that is 34' wide

The main employee driveway is proposed at 28' wide to allow for a comfortable width for cars entering and exiting the facility at the same time There is also a security badge/gated access island located to the west of the driveway connection to the street A wider driveway helps support traffic flow through this security check point

The truck access entrance is proposed at 48' wide to allow for large trucks (up to a 53' long trailer) entering and exiting the facility to safely utilize the driveway at the same time Similar to the employee entrance, this access point also has a security check point west of the driveway connection to the road This includes a curbed island with a guard shack and gates, which is supported by the wider driveway Between the Right of Way line and the roadway itself, a concrete apron is provided

In addition to these two driveways, there is also a future driveway access point intended for if/when the parking lot expands to accommodate future additions to the facility. This driveway is located at the north end of the site and would be approximately 34' wide Much like the other employee access point, an island with security gates would be proposed and would require a wider driveway to support the traffic circulation

These driveway configurations were also discussed with members of the City Engineering Department and were supported

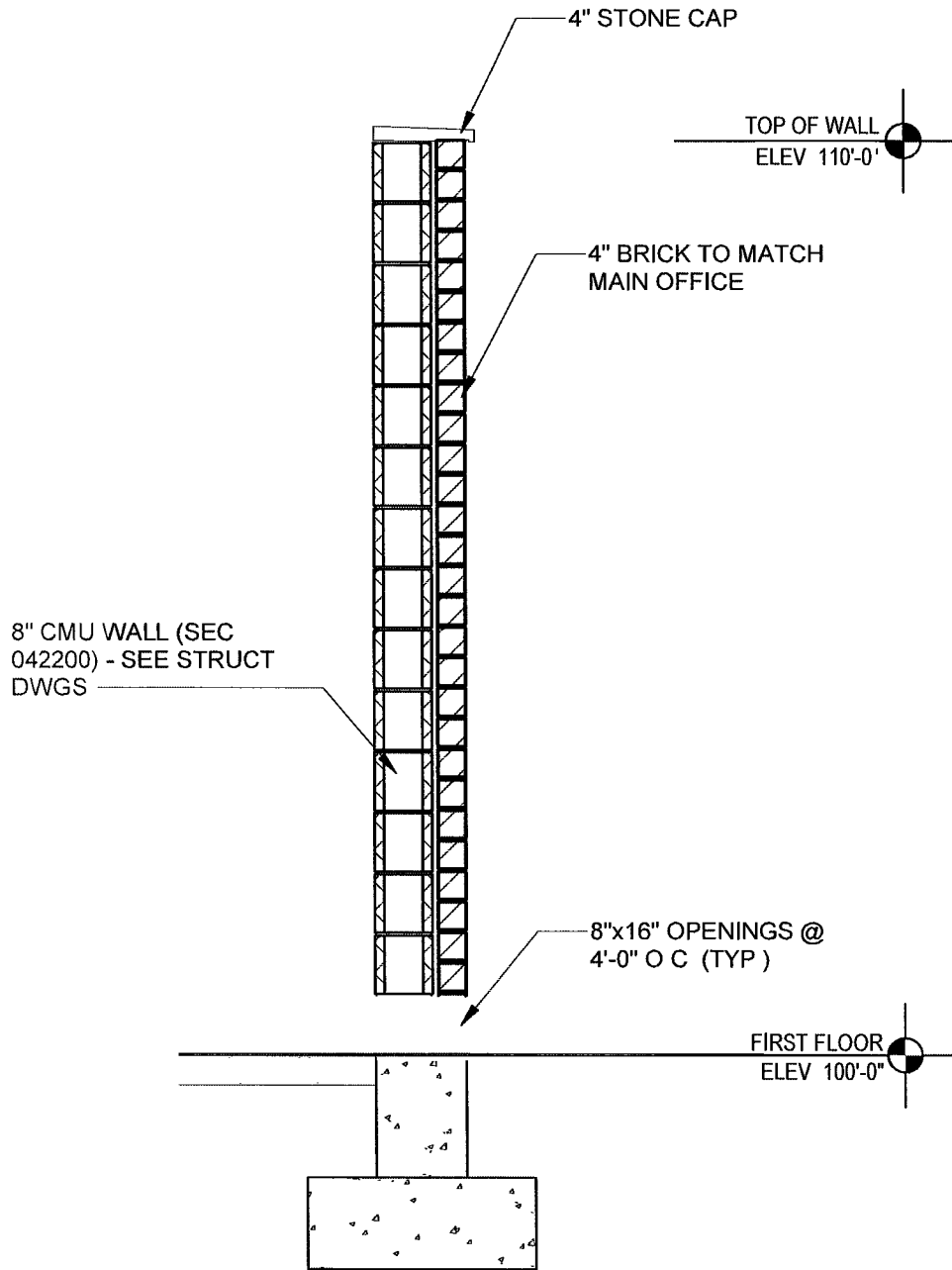
Strauss ownership and the design team both certainly appreciate the Plan Commission's time and consideration of this request Please let us know if you have any additional questions

Sincerely,

PINNACLE ENGINEERING GROUP

Matt A. Carey, P.E.

Project Manager



3 WALL SECTION - SCREEN WALL
A203 1/2' = 1'-0





PROPOSED NEW FACILITY FOR
STRAUSS BRANDS LLC
LOOMIS ROAD
FRANKLIN WI 53132

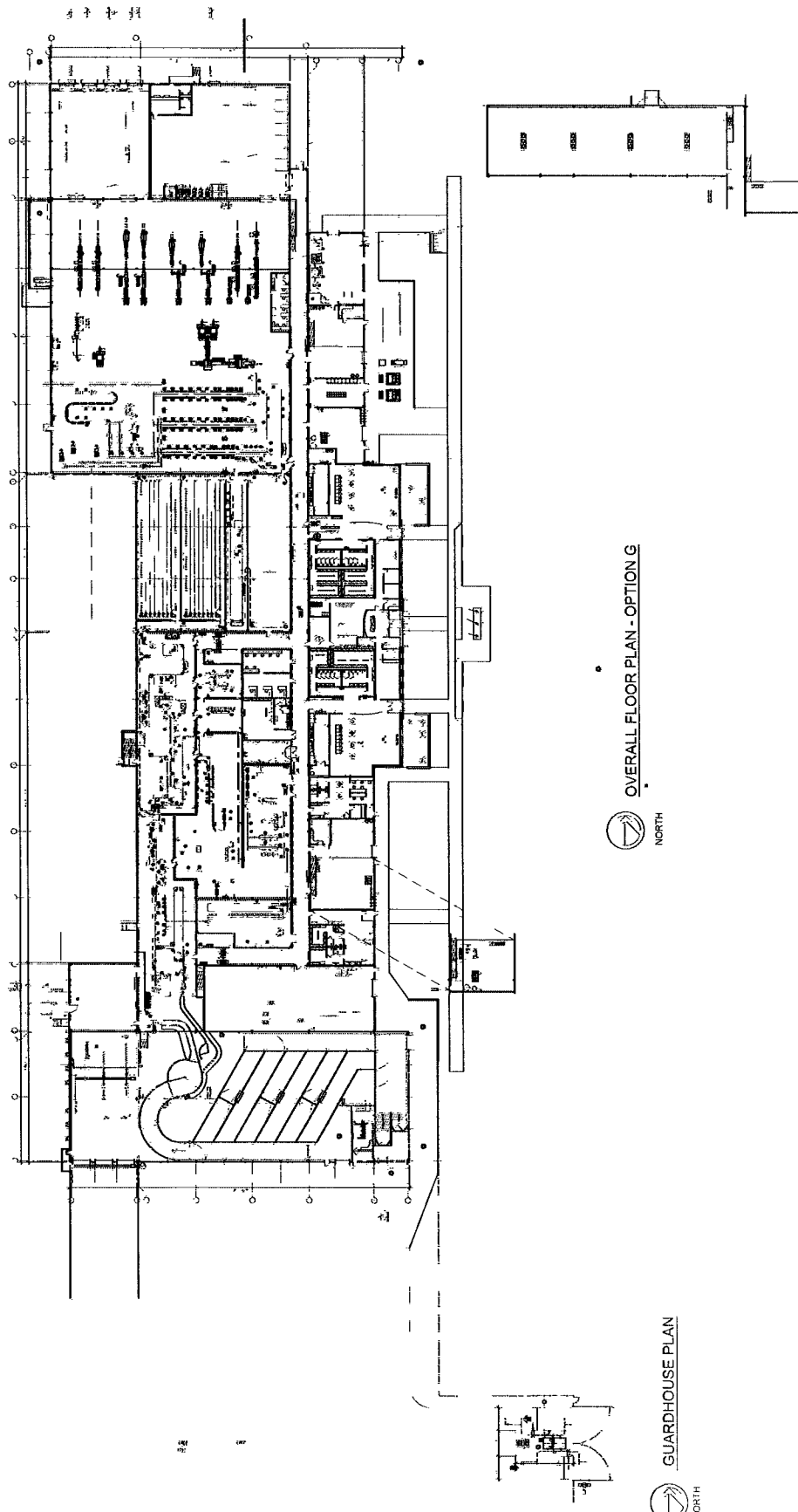
REV	NO.
1	1
2	1
3	1
4	1
5	1
6	1
7	1
8	1
9	1
10	1
11	1
12	1
13	1
14	1
15	1
16	1
17	1
18	1
19	1
20	1
21	1
22	1
23	1
24	1
25	1
26	1
27	1
28	1
29	1
30	1
31	1
32	1
33	1
34	1
35	1
36	1
37	1
38	1
39	1
40	1
41	1
42	1
43	1
44	1
45	1
46	1
47	1
48	1
49	1
50	1
51	1
52	1
53	1
54	1
55	1
56	1
57	1
58	1
59	1
60	1
61	1
62	1
63	1
64	1
65	1
66	1
67	1
68	1
69	1
70	1
71	1
72	1
73	1
74	1
75	1
76	1
77	1
78	1
79	1
80	1
81	1
82	1
83	1
84	1
85	1
86	1
87	1
88	1
89	1
90	1
91	1
92	1
93	1
94	1
95	1
96	1
97	1
98	1
99	1
100	1

OVERALL FLOOR PLAN
OPTION G

PRELIMINARY W.S. 1
A.C. 0.0. 0' 1
REV. 02/28/18

A1.6

ARCHITECTURAL



OVERALL FLOOR PLAN - OPTION G



NORTH

GUARDHOUSE PLAN



NORTH

MEZZANINE FLOOR PLAN



NORTH

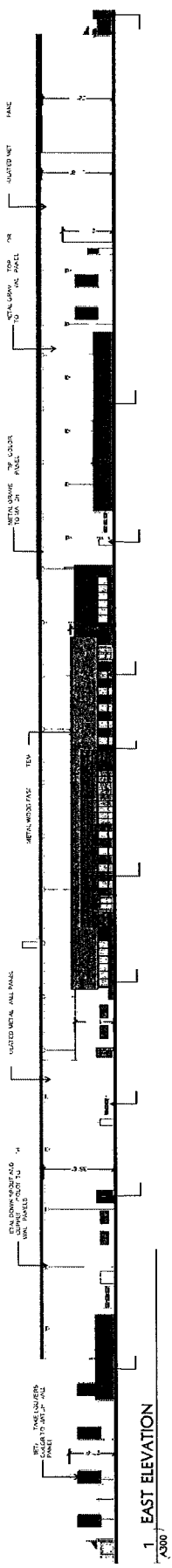


PROPOSED NEW FACILITY FOR
STRAUSS BRANDS INC
LOOMIS ROAD
FRANKLIN WI 53132

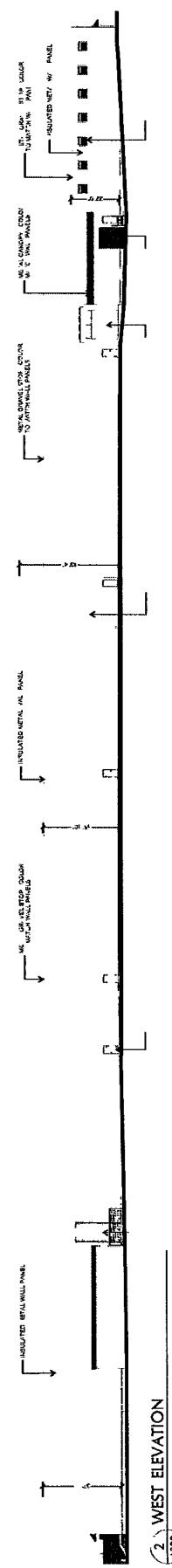
NO.	DATE	REVISIONS
1	10/15/14	ISSUED FOR PERMIT
2	11/10/14	REVISED PER COMMENTS
3	12/15/14	REVISED PER COMMENTS
4	01/22/15	REVISED PER COMMENTS

DATE	10/15/14
DRAWN BY	DR
CHECKED BY	DR
DESIGNED BY	DR
PROJECT NO.	14-000
SHEET TITLE	OVERALL EXTERIOR ELEVATION
PRELIMINARY DIVISION	ARCHITECTURAL
FINAL CONSTRUCTION DIVISION	ARCHITECTURAL
SHEET NUMBER	A3.1

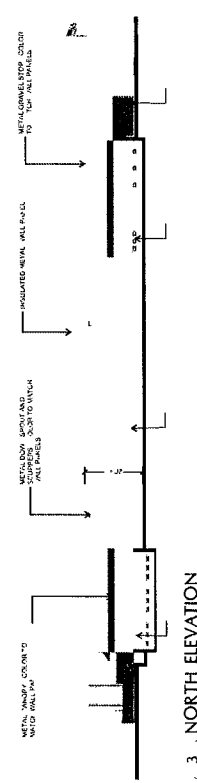
ARCHITECTURAL
A3.1



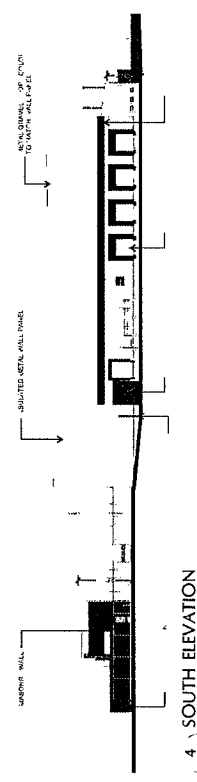
1 EAST ELEVATION
A300



2 WEST ELEVATION
A300



3 NORTH ELEVATION
A300



4 SOUTH ELEVATION
A300

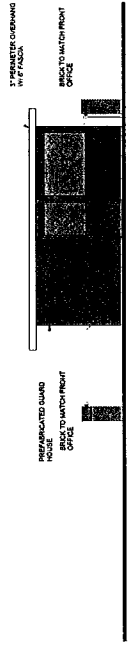
REVISIONS

NO.	DATE	DESCRIPTION
1	01/27/2010	ISSUE FOR PERMIT
2	02/11/2010	REVISED PER PERMIT COMMENTS

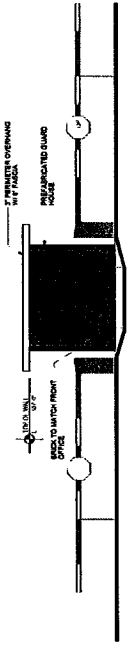
DATE: 01/27/2010
 20:12:51
 DWG#: 100-100-0000
 SHEET TITLE: GUARDHOUSE AREA 'E'

PRELIMINARY
 SHEET NUMBER
A3.2

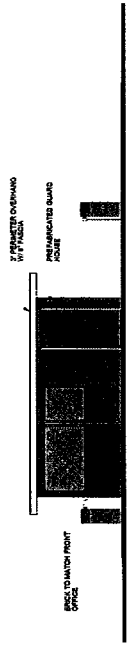
ARCHITECTURAL



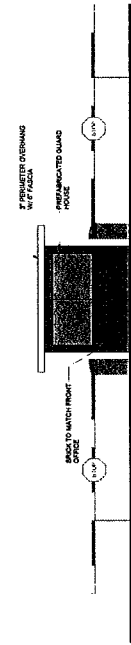
1 SOUTH ELEVATION - GUARDHOUSE



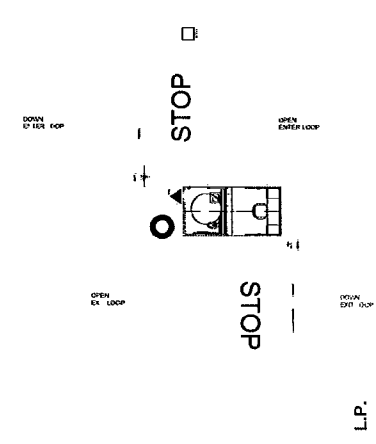
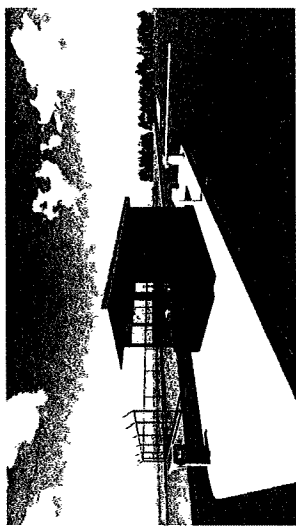
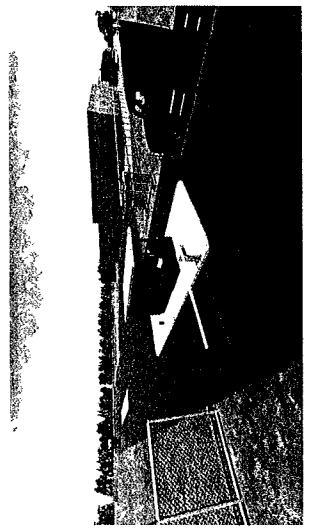
2 EAST ELEVATION - GUARDHOUSE



3 NORTH ELEVATION - GUARDHOUSE



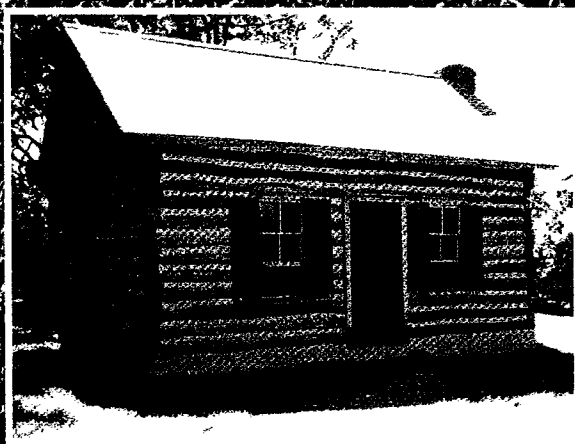
7 WEST ELEVATION - GUARDHOUSE



AREA 'E' - GUARDHOUSE PLAN

FROM CABINS TO CONDOS

*The History of
Franklin, Wisconsin
Since 1834*



Published by the Franklin Historical Society

The Airports of Franklin

Rainbow Airport started around 1955 and closed in 1994. It was operated by Ed Radiske and his son, Leon Radiske. The reason the airport closed was that the lease with Milwaukee County was not renewed, due to the land being considered a flood plain along the Root River. The runway, parking lot and one hanger remain there. The airport was located on S 76th Street, south of Highway 00. Leon gave flying lessons there.

In the 1960s, Leonard Benning (deceased), while employed as an auto mechanic at Loomis Center Garage, had a plane at Rainbow and flew sky divers. He would take them up to 10,000 feet and have them jump out. One of his tricks was to beat them back to the airport with the plane.

Bob Lesser, of Bob Lesser Grading, had a plane at Rainbow, as did Bob Kramer. Both men are deceased. Bob Kramer flew with a crew on a B-17 during World War II. He also was a certified aircraft mechanic at Rainbow Airport.

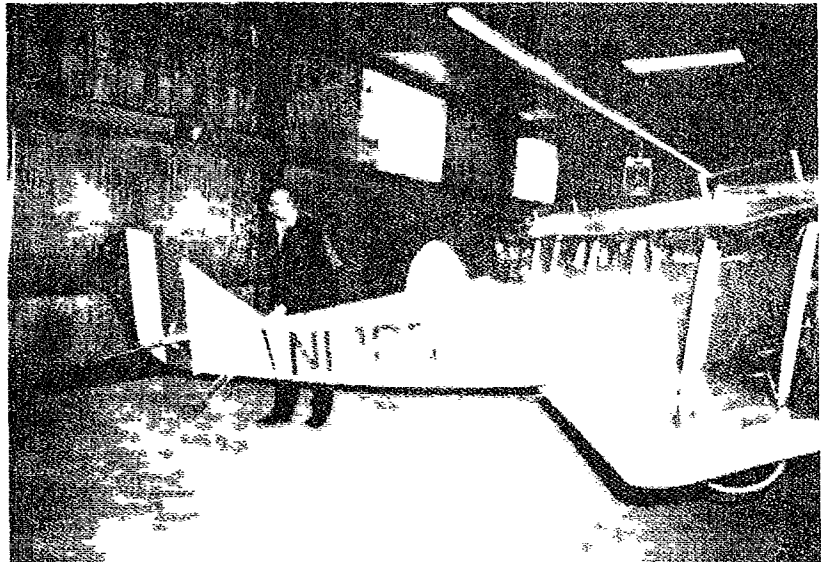
Hales Corners Airport, on Highway 100 and College Avenue in Franklin, operated from 1946 to approximately 1962. Ervin Tretow attended an air show there in 1950. A wing-walker from Illinois fell into Whitnall Park. That was the end of the show.

Duane Sweeney, flagman for Hales Corners Raceway (also a Franklin property) and the Indianapolis 500, flew into Hales Corners Airport to flag races on Saturday nights.

The Tretow Family Band played a couple of Halloween parties in a hanger at Hales Corners Airport in the early 1950s.

The Experimental Aircraft Association (EAA) had its headquarters in Franklin, on Highway 00 for many years, before moving to Oshkosh, Wisconsin.

*Paul Poberezny
at the
Experimental
Aircraft
Association Air
Museum.*



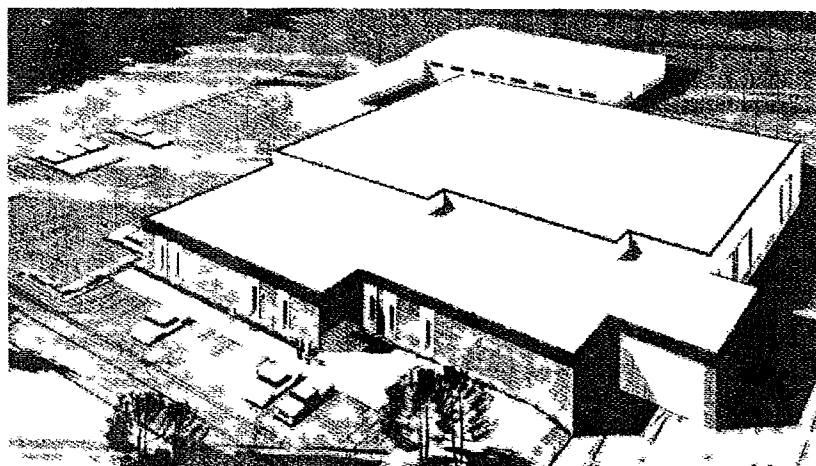
Strauss Veal & Lamb

Strauss Veal & Lamb, the Franklin-based company known for its superior quality veal and lamb, is a third-generation company founded in 1937, in Wisconsin by Milton Strauss, and later built by his son Richard Strauss. The company has now grown through careful management and acquisition at the hands of grandsons Randy and Tim Strauss. Strauss Veal & Lamb serves US and global supermarkets and retailers, cruise lines and airlines,

hotels and resorts; restaurants and country clubs; health care facilities and caterers.

Strauss joined the Franklin Industrial Park in January 1972 and by 2002, the company had sales of \$55 million. With the purchase of Chicago-area Swissland Packing, company sales jumped from \$100 million to \$140 million. As explained by co-president and CEO Randy Strauss, "With this acquisition, we're moving Swissland operations to the Strauss facility

Illustration of Strauss Veal and Lamb Corporate Headquarters.



in Franklin, but will maintain a sales office in the Chicago area, giving us offices in Philadelphia, Dallas and Chicago for optimal support ”

Part of Strauss’ impressive growth is caused by its ability to meet increased demand for deeper product offerings. In

November 2005, Strauss acquired Foodtech, an \$8 million, Texas-based importer of New Zealand and Australian lamb, New Zealand and Australian beef, and New Zealand Cervina venison

As a result of the unprecedented growth seen over the last three years, Strauss has invested over \$4 million in improvements to the Franklin plant, making it a state of the art facility and a model of quality assurance and food safety that operates 24 hours a day. Strauss has also invested heavily in a research division that is perfecting animal husbandry practices, including free range production.

Another result of growth doubling in three years has been aggressive hiring. Eighty employees in 2001 has increased to 225 with the latest acquisitions. Two recent additions to the team are A. J Follenweider and his brother David Follenweider, former owners of Swissland

Tri-Town News

In 1949, Phil Nickerson, Sr bought the Tri-Town News, in Hales Corners, from Carl Johnson. The office was located where the entrance to the new shopping area, near the Starbucks coffee shop.

Phil Nickerson, Sr had sold advertising and when he went to see Mr. Johnson with some advertising ideas, Carl sold him the newspaper! Soon afterward, Phil moved his family to a home on Church Street in Franklin.

Phil Sr printed all the local news for Muskego and Big Bend. Ester Fockler, of Franklin, was his source for news of the area. Ester, along with several other writers, wrote their articles and brought them into the office to be included in the weekly paper. They were paid so much “per line,” for their efforts. Phil kept his eye on the progress and development of the Town, and eventually, City of Franklin. He saw that the people of the area were kept well informed as the city grew. The paper

became the official paper for Franklin, which meant that all Office Notices and Minutes of all recorded meetings were printed in the paper, the same as they are in the HUB today.

During the summer, Phil would sail his boat on Lake Michigan and, in the winter, he would play hockey with the boys at the Whitnall Park lagoon for relaxation. He organized Sock Hops at the Hales Corners grade school on Janesville Road, for the kids in the area, too.

In 1960, Phil Sr. died of cancer at the young age of 48. Harriet Nickerson, Phil’s wife, sold the paper to the South Milwaukee Voice Journal. After several changes, the paper is known today as the Hub.

His son, Phil Nickerson, still lives in the area and owns an insurance agency in Franklin. His other son, Walter, owns and operates a printing brokerage in Wauwatosa. Tim Nickerson, the third boy, is married and living in Las Vegas.

Franklin Health Department

Memorandum

To Planning Department

Date October 7, 2020

RE Strauss Brand and COVID 19

From Courtnev Day, RN, BSN - Director Health and Human Services

This memo is in response to questions and concerns raised by City staff and residents regarding cases of COVID-19 and Strauss Brands. Franklin Health Department (FHD) has had a working relationship with the company since the beginning of the pandemic in March and that relationship continues to this day. We have provided technical assistance to questions and helped in the development of their COVID-19 safety plan which is based on the [CDC guidelines](#) for Meat and Poultry Processing Employers.

The CDC Guidelines referenced in the Strauss Policy were first published on the CDC website on April 25, 2020 and were immediately adopted into the Strauss COVID-19 plan. As physical distancing cannot be accommodated for certain roles, these guidelines outline protocols to protect workers when working within 6 feet of another individual. Their plans also go above the CDC recommendations by including a more robust screening checklist for all employees before they enter the facility each day. The COVID-19 Safety Plan has also been shared in part, with permission by Strauss, with other Franklin manufacturing facilities that were struggling to develop their own plans.

While there have been positive cases tied to individuals that work at Strauss Brands, it is the internal policy of the Franklin Health Department to not divulge the number of individuals that may have tested positive at a business within our jurisdiction to the public. Disclosure of this information is up to the business itself. The contact tracing follow-up for individuals that test positive is conducted by the Health Department where that individual resides, and since no Franklin residents were involved in the positive cases, it is unknown if these cases contracted COVID-19 as a result of working at Strauss Brands or from other community spread sources since we do not have that information.

Based on continued conversations and collaboration with Strauss management, human resources, occupational health, as well as the review of their COVID-19 safety plan, we believe Strauss Brands is doing all they can to prevent spread of COVID in their facility.

<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;">10/20/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF 3 LOT AND 1 OUTLOT CERTIFIED SURVEY MAP, BEING PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5285, AS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR MILWAUKEE COUNTY AS DOCUMENT NO. 6286497, BEING A PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (JHB PROPERTIES, LLC, OWNER) (3617 WEST ELM ROAD)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. B.</i></p>

City Development staff recommends approval of a resolution authorizing certain officials to accept a conservation easement for, and as part of, the approval of a Certified Survey Map (CSM) for property located at approximately 3617 W. Elm Road, (Scott Biller, JHB PROPERTIES, LLC, OWNER), applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

The applicant submitted a conservation easement for Common Council approval to comply with condition No. 8 of CSM Resolution 2020-7600.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2020-_____, a resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a Certified Survey Map (CSM) for property located at approximately 3617 W. Elm Road, (Scott Biller, JHB PROPERTIES, LLC, OWNER), applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2020-_____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF 3 LOT AND 1 OUTLOT CERTIFIED SURVEY MAP, BEING PARCEL 1 OF CERTIFIED SURVEY MAP NO. 5285, AS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR MILWAUKEE COUNTY AS DOCUMENT NO. 6286497, BEING A PART OF THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (JHB PROPERTIES, LLC, OWNER)
(3617 WEST ELM ROAD)

WHEREAS, the Common Council having approved a Certified Survey upon the application of Scott Biller, JHB PROPERTIES, LLC, on March 20, 2020, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the wetlands, wetland buffers, wetland setbacks and woodlands on the site; and

WHEREAS, §15-7.0603B. of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the Certified Survey Map review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Certified Survey Map; and

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

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

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT
JHB PROPERTIES, LLC
RESOLUTION NO. 2020-_____

Page 2

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

Franklin Corporate Park, JHB Properties, LLC

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and JHB Properties, LLC, a Wisconsin Limited Liability Company, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, described in Exhibit A attached hereto and hereby made a part hereof (protected property), and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, Wetlands, Wetland Buffer "No Touch", Wetland Setback "No Build" and Mature Woodlands as depicted on the Natural Resources Protection Plan prepared by Pinnacle Engineering Group dated 02-07-2020 which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

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

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

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

WHEREAS, None, mortgagee of the protected property ("Mortgagee"), consents to the grant of this conservation easement by Grantor to Grantee and Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent".

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

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

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

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

- 1 Construct or place buildings or any structure,

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

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

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

To Grantor:
 JHB Properties, LLC
 Attn Scott Biller
 5158 S Marquette Ct
 New Berlin, WI 53151

To Grantee
 City of Franklin
 Office of the City Clerk
 9229 West Loomis Road
 Franklin, Wisconsin 53132

In witness whereof, the Grantor has set their hand and seal on this date of _____, 20__.

Grantor

By _____
 Scott Biller, Member

STATE OF WISCONSIN)
) ss
 _____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Scott Biller, as member of JHB Properties, LLC, a Wisconsin Limited Liability Company, to me known to be the person who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said Grantor.

 Notary Public

My commission expires _____

Acceptance

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement. In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns

and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by § 236.293 of the Wisconsin Statutes

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, 20__

CITY OF FRANKLIN

By _____
Stephen R. Olson, Mayor

By _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents

Régulo Martínez-Montilva
Associate Planner
Department of City Development

Date

Approved as to form only

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

The undersigned, (*[name of mortgagee]*), a [*Wisconsin*] banking corporation (“Mortgagee”), as Mortgagee under that certain Mortgage encumbering the protected property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20____, as Document No _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officer[s], and its corporate seal to be hereunto affixed, as of the day and year first above written.

[Name of Mortgagee]
a [*Wisconsin*] Banking Corporation

By _____

Name _____

Title _____

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

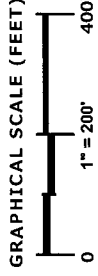
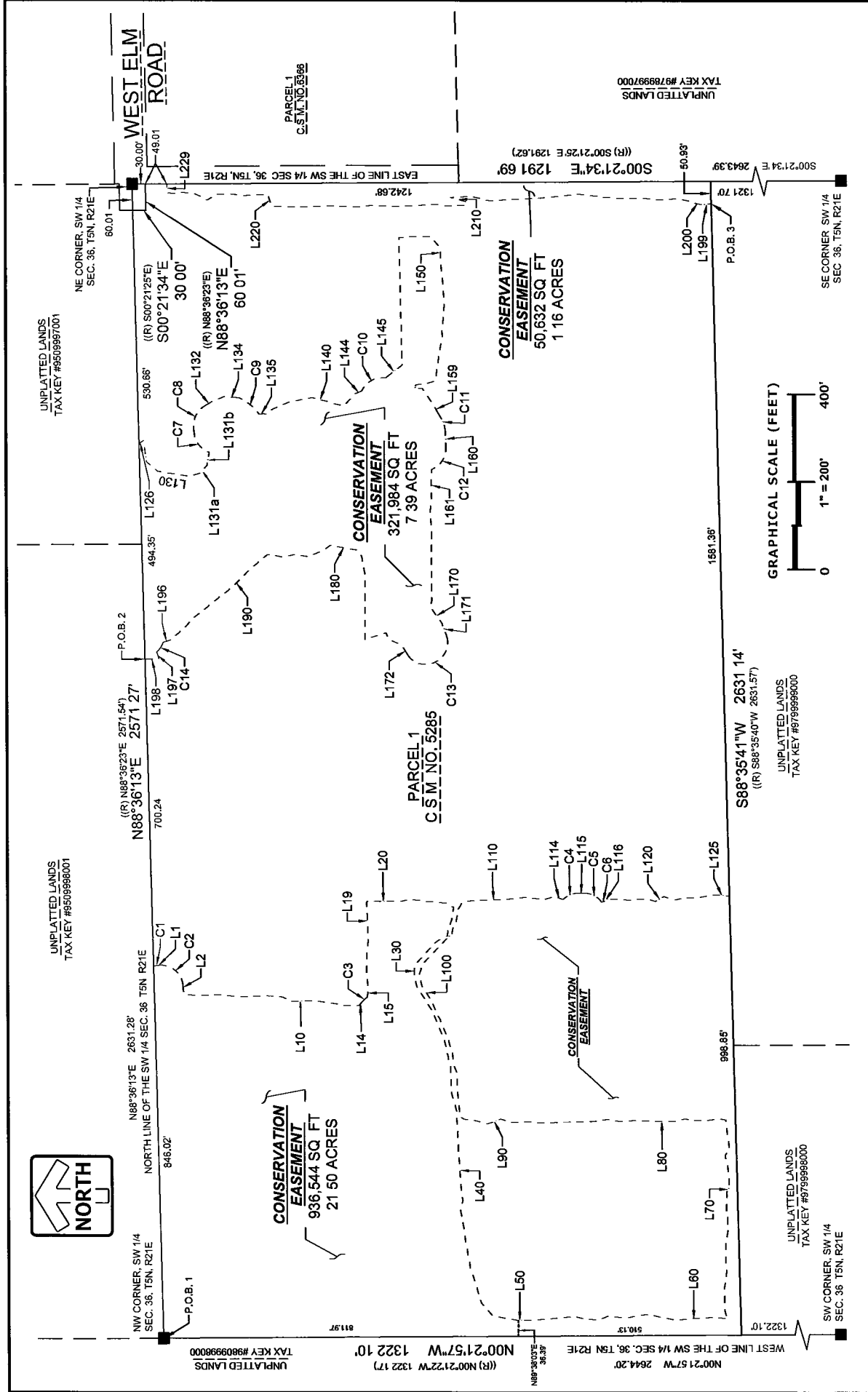
On this, the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ [*Name*]_____, as _____ [*Title*]_____ of _____ [*name of mortgagee*]_____, a [*Wisconsin*] banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained

Name _____

Notary Public, State of [*Wisconsin*]

My commission expires _____

Exhibit A



CONSERVATION EASEMENT
PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 00 | BROOKFIELD, WI 53106 | WWW.PINNACLE-ENGR.COM

CONSERVATION ENGINEERING GROUP

03/24/2020
PEGJOB#1827.00

LEGAL DESCRIPTION:

Being a part of Parcel 1 of Certified Survey Map No. 5285, as recorded in the Register of Deeds office for Milwaukee County as Document No. 6286497, being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the northwest corner of the Southwest 1/4 of said Section 36, thence North 88°36'13" East along the north line of said Southwest 1/4, 846.02 feet to a point on a curve; thence southwesterly 10.41 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 09°44'46" East, 10.39 feet; thence South 09°47'00" East, 3.49 feet to a point on a curve; thence southwesterly 77.88 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 40°50'29" West, 70.25 feet; thence South 85°27'57" West, 9.65 feet; thence South 79°45'14" West, 10.15 feet; thence South 08°07'07" West, 28.63 feet; thence South 03°02'58" East, 53.44 feet; thence South 06°49'16" West, 46.01 feet; thence South 02°45'37" East, 63.34 feet; thence South 04°24'29" West, 35.06 feet; thence South 27°56'14" West, 21.38 feet; thence South 02°11'36" East, 43.90 feet; thence South 05°47'59" West, 43.93 feet; thence South 13°16'18" West, 29.55 feet; thence South 00°36'18" East, 33.83 feet; thence South 49°59'54" East, 10.96 feet to a point on a curve; thence southwesterly 16.13 feet along the arc of said curve to the left, whose radius is 50.00 feet and whose chord bears South 40°43'33" East, 18.06 feet; thence South 79°52'22" East, 19.01 feet; thence North 79°55'38" East, 25.16 feet; thence South 89°39'20" East, 49.72 feet; thence South 83°48'11" East, 36.91 feet; thence North 87°29'03" East, 68.49 feet; thence South 00°17'57" East, 78.24 feet;

thence South 10°12'16" East, 24.37 feet; thence South 06°12'51" West, 85.31 feet; thence South 35°08'23" West, 15.05 feet; thence North 81°15'57" West, 28.56 feet; thence North 68°54'53" West, 22.05 feet; thence North 83°54'34" West, 16.20 feet; thence North 27°22'25" West, 25.16 feet; thence North 46°28'55" West, 38.25 feet; thence North 48°43'28" West, 37.50 feet; thence North 88°23'05" West, 27.96 feet; thence South 73°32'20" West, 22.64 feet; thence South 58°12'58" West, 68.23 feet; thence South 68°47'06" West, 74.02 feet; thence South 77°26'01" West, 52.21 feet; thence South 83°13'27" West, 20.07 feet; thence North 89°59'29" West, 40.28 feet; thence South 73°27'29" West, 41.06 feet; thence South 66°03'57" West, 30.99 feet; thence South 87°31'43" West, 65.17 feet; thence South 65°58'06" West, 67.63 feet; thence South 62°04'00" West, 28.73 feet; thence North 75°30'01" West, 22.63 feet; thence South 79°22'33" West, 48.77 feet; thence South 82°45'48" West, 24.36 feet; thence South 79°30'43" West, 55.04 feet; thence South 73°41'32" West, 49.28 feet; thence South 72°13'03" West, 39.12 feet; thence South 47°57'32" West, 39.67 feet; thence South 09°03'45" West, 58.03 feet; thence South 02°08'28" East, 53.02 feet; thence South 05°03'40" East, 78.33 feet; thence South 12°34'45" West, 27.38 feet; thence South 03°19'29" West, 29.83 feet; thence South 06°38'25" East, 25.21 feet; thence South 03°54'23" West, 48.44 feet; thence South 14°18'54" East, 24.09 feet; thence South 08°38'25" East, 25.33 feet; thence South 16°21'15" West, 23.99 feet; thence South 10°03'18" West, 37.86 feet; thence South 03°59'19" East, 84.55 feet; thence South 04°28'27" West, 37.03 feet; thence North 61°02'57" East, 14.91 feet; thence North 87°39'08" East, 54.15 feet; thence South 79°28'02" West, 18.48 feet; thence North 87°04'52" East, 41.77 feet; thence North 89°05'31" East, 27.83 feet; thence South 79°16'04" East, 33.22 feet; thence North 85°39'27" East, 53.47 feet; thence South 87°34'59" East, 33.79 feet; thence South 59°44'01" East, 11.67 feet;

thence North 85°41'10" East, 38.26 feet; thence North 78°05'45" East, 35.02 feet; thence South 50°20'44" East, 16.49 feet; thence North 82°27'16" East, 18.48 feet; thence North 10°14'46" East, 14.81 feet; thence North 07°43'48" West, 32.54 feet; thence North 00°40'36" East, 44.96 feet; thence North 10°53'06" East, 15.42 feet; thence North 10°25'55" West, 32.54 feet; thence North 00°40'36" East, 44.96 feet; thence North 04°10'57" East, 32.19 feet; thence North 02°44'11" West, 44.41 feet; thence North 10°24'40" East, 21.73 feet; thence North 03°42'30" East, 06°16'20" East, 30.06 feet; thence North 00°40'34" West, 54.06 feet; thence North 03°12'46" West, 39.90 feet; thence North 03°42'30" East, 41.59 feet; thence North 01°33'47" East, 34.86 feet; thence North 14°52'52" East, 28.47 feet; thence North 20°12'51" West, 30.71 feet;

thence North 13°30'15" East, 28.21 feet; thence North 07°40'46" East, 27.73 feet; thence North 32°03'24" East, 11.48 feet; thence North 84°45'16" East, 61.13 feet; thence North 88°03'52" East, 37.48 feet; thence North 68°22'25" East, 13.49 feet; thence North 81°18'48" East, 39.02 feet; thence North 69°43'01" East, 63.45 feet; thence North 65°22'26" East, 62.08 feet; thence North 57°15'58" East, 37.45 feet; thence North 78°26'49" East, 29.79 feet; thence South 65°27'57" East, 26.98 feet; thence North 48°09'26" East, 91.64 feet; thence North 77°58'20" East, 20.78 feet; thence North 45°46'20" East, 6.97 feet; thence South 82°58'42" East, 24.94 feet; thence South 62°41'45" East, 20.80 feet; thence South 12°17'15" East, 19.98 feet; thence South 01°48'38" East, 19.34 feet; thence South 02°16'57" East, 66.20 feet;

thence South 07°34'50" East, 36.05 feet; thence South 05°47'04" West, 47.58 feet; thence South 15°48'24" East, 24.06 feet; thence South 19°00'01" West, 20.08 feet to a point on a curve; thence southeasterly 39.09 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 22°09'21" East, 38.10 feet; thence South 00°18'24" West, 13.34 feet to a point on a curve; thence southeasterly 46.15 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 26°44'56" West, 44.53 feet to a point of commencing the easement; thence southeasterly 6.68 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 18°22'00" East, 6.68 feet; thence South 33°00'50" East, 8.45 feet; thence South 02°39'38" East, 55.60 feet; thence South 05°38'10" East, 34.04 feet; thence South 17°16'50" West, 20.29 feet; thence South 30°23'09" East, 22.13 feet;

thence South 17°14'51" West, 27.06 feet; thence South 16°13'13" East, 16.62 feet; thence South 00°33'57" East, 36.06 feet; thence South 10°17'17" East, 37.96 feet; thence South 04°11'14" West, 35.20 feet to the south line of said Parcel 01 of Certified Survey Map No. 5285; thence North 68°35'41" West along said south line, 998.85 feet to the west line of said Southwest 1/4, thence North 00°21'57" West along said west line, 1322.10 feet to the Point of Beginning 1

Also

That part of Parcel 1 of Certified Survey Map No. 5285, as recorded in the Register of Deeds office for Milwaukee County as Document No. 6286497, being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 36; thence North 88°36'13" East along the north line of said Southwest 1/4, 1546.26 feet to the Point of Beginning 2;

Thence continuing North 88°36'13" East along said north line, 494.35 feet; thence South 11°57'23" East, 4.79 feet; thence South 41°51'23" East, 7.18 feet; thence South 82°23'05" West, 49.50 feet; thence South 39°58'39" West, 33.69 feet; thence South 09°04'31" West, 73.11 feet;

thence South 15°56'48" East, 24.19 feet; thence South 47°20'12" East, 25.28 feet; thence South 79°48'35" East, 30.16 feet to a point on a curve; thence northeasterly 63.15 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears North 53°39'44" East, 59.03 feet to a point of compound curve; thence southeasterly 88.99 feet along the arc of said curve to the right, whose radius is 54.72 feet and whose chord bears South 88°38'01" East, 84.51 feet; thence South 29°10'15" East, 19.01 feet; thence South 22°05'37" East, 28.94 feet; thence South 04°15'18" West, 34.77 feet to a point on a curve; thence southwesterly 60.14 feet along the arc of said curve to the right, whose radius is 110.17 feet and whose chord bears South 39°27'06" West, 59.39 feet; thence South 11°02'17" East, 10.37 feet; thence South 28°33'58" West, 3.75 feet; thence South 35°17'22" East, 19.44 feet; thence South 33°59'51" East, 40.87 feet; thence South 10°43'24" East, 55.95 feet; thence South 14°34'55" West, 36.87 feet;

thence South 15°33'09" West, 30.88 feet; thence South 07°31'52" East, 9.33 feet; thence South 48°05'53" East, 34.94 feet; thence South 22°27'20" East, 14.69 feet to a point on a curve; thence southeasterly 67.55 feet along the arc of said curve to the right, whose radius is 53.34 feet and whose chord bears South 28°10'41" East, 63.12 feet; thence South 37°57'09" East, 48.42 feet; thence North 88°35'37" East, 280.65 feet; thence South 04°56'52" East, 23.28 feet; thence South 00°56'04" East, 49.35 feet; thence South 49°08'02" West, 35.24 feet; thence North 87°32'25" West, 19.83 feet;

thence South 85°16'13" West, 105.73 feet; thence North 85°37'46" West, 61.29 feet; thence North 81°16'39" West, 97.52 feet; thence North 18°15'51" West, 18.73 feet; thence North 60°19'51" West, 25.48 feet; thence North 51°44'55" West, 6.71 feet; thence South 06°03'14" West, 19.33 feet; thence South 55°48'06" West, 42.56 feet; thence South 60°39'55" West, 27.99 feet to a point on a curve; thence southwesterly 37.99 feet along the arc of said curve to the right, whose radius is 84.73 feet and whose chord bears South 68°13'03" West, 37.68 feet; thence South 88°03'47" West, 41.61 feet to a point on a curve;

thence northwesterly 82.29 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears North 56°14'48" West, 59.34 feet; thence North 88°47'18" West, 72.53 feet; thence North 86°01'23" West, 26.85 feet; thence South 86°06'37" West, 24.75 feet; thence South 87°16'01" West, 38.52 feet; thence North 88°12'03" West, 41.11 feet; thence South 69°15'54" West, 51.35 feet; thence South 89°54'03" West, 46.71 feet; thence North 74°03'50" West, 14.63 feet; thence South 35°15'03" West, 3.84 feet; thence South 53°59'08" West, 40.55 feet;

thence South 70°23'54" West, 29.66 feet to a point on a curve; thence northwesterly 147.07 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears North 25°20'21" West, 99.50 feet; thence North 58°52'23" East, 14.60 feet; thence North 49°05'49" East, 10.84 feet; thence North 24°03'30" East, 30.52 feet; thence North 70°50'12" East, 15.51 feet; thence North 17°15'51" West, 51.51 feet; thence North 89°56'10" East, 151.27 feet; thence North 60°09'19" East, 36.12 feet; thence North 58°42'08" East, 17.79 feet; thence North 09°49'59" East, 63.46 feet;

thence North 39°12'43" West, 10.04 feet; thence North 26°12'59" West, 44.30 feet; thence North 07°16'02" East, 33.54 feet; thence North 09°43'09" West, 30.67 feet; thence North 13°27'25" East, 26.60 feet; thence North 09°04'48" West, 7.57 feet; thence North 40°59'04" West, 22.86 feet; thence North 39°23'46" West, 25.57 feet; thence North 44°51'41" West, 27.51 feet; thence North 44°50'53" West, 39.52 feet;

thence North 37°38'05" West, 38.29 feet; thence North 38°38'09" West, 40.43 feet; thence North 37°32'29" West, 30.48 feet; thence North 48°20'50" West, 31.65 feet; thence North 37°40'15" West, 41.69 feet; thence North 16°19'49" West, 15.44 feet to a point on a curve; thence northwesterly 27.57 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears North 55°16'48" West, 27.22 feet; thence South 71°18'31" West, 16.45 feet; thence North 01°23'47" West, 31.72 feet to the Point of Beginning 2.

Also

That part of Parcel 1 of Certified Survey Map No. 5285, as recorded in the Register of Deeds office for Milwaukee County as Document No. 6286497, being a part of the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 36, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 36; thence South 00°21'57" East along the west line of said Southwest 1/4, 1322.10 feet to the south line of said Parcel 1, thence North 88°35'41" East along said south line, 2580.21 feet to the Point of Beginning 3;

Thence North 07°36'33" West, 19.67 feet; thence North 13°05'09" East, 24.51 feet; thence North 15°33'49" East, 31.83 feet; thence North 04°29'15" West, 40.48 feet; thence North 04°53'56" East, 39.31 feet; thence North 06°17'42" East, 65.65 feet; thence North 08°17'42" East, 83.22 feet; thence North 05°42'32" West, 86.63 feet; thence North 03°12'42" West, 118.41 feet; thence North 13°34'09" East, 44.80 feet; thence North 03°48'32" West, 45.13 feet; thence South 14°38'04" West, 37.47 feet;

thence South 75°04'14" West, 8.17 feet; thence North 02°45'39" West, 44.40 feet; thence North 08°37'32" East, 23.36 feet; thence North 03°21'20" West, 87.45 feet; thence North 02°14'47" East, 64.60 feet; thence North 05°44'36" West, 39.43 feet; thence North 02°39'18" East, 58.19 feet; thence North 02°03'54" West, 86.11 feet; thence North 02°25'00" East, 43.79 feet; thence North 70°11'32" East, 29.30 feet;

thence North 03°08'22" West, 54.49 feet; thence North 06°52'39" East, 32.98 feet; thence North 01°43'12" West, 28.82 feet; thence North 32°30'31" West, 25.53 feet; thence North 07°22'08" East, 30.06 feet; thence North 06°00'35" West, 27.77 feet; thence North 07°39'20" West, 23.93 feet; thence North 08°02'47" East, 13.95 feet; thence North 88°41'53" East, 20.00 feet to the east line of said Southwest 1/4, thence South 00°21'34" East along said east line, 1242.68 feet to the southeast corner of said Parcel 1, thence South 88°35'41" West along the aforesaid south line of Parcel 1, 50.93 feet to the Point of Beginning 3.

BLANK PAGE

<p>APPROVAL</p> <p><i>Alm</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>10/20/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>2021 Proposed Budget</p>	<p>ITEM NUMBER</p> <p><i>G,4.</i></p>

Per the budget process timeline and next steps, October 6th thru November 17th was set aside for continued deliberation of the 2021 Proposed Budget. In conjunction with that, staff is including this item on all Common Council agendas during this time period so that further discussions needed on the Proposed 2021 Budget can be discussed at these meetings.

The 2021 Proposed Budget Public Hearing notice is scheduled to be published in the paper on October 28, 2020. The public hearing and Common Council's final consideration of the 2021 Proposed Budget will take place at the November 17, 2020 Common Council Meeting.

Please contact staff with any questions, concerns, or additional information that is needed regarding the Proposed 2021 Budget.

COUNCIL ACTION REQUESTED

Per Common Council direction.

BLANK PAGE

<p>APPROVAL</p> <p><i>lu</i></p>	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>October 20, 2020</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>RESOLUTION FOR ACQUISITION OF PROPERTY FOR PUBLIC PARK LOCATED IN THE 8100 BLOCK ON THE EAST SIDE OF SOUTH LOVERS LANE ROAD BEARING TAX KEY NOS. 801-9984-000, 801-9985- 000, 801-9986-000 AND 801-9987-000 FOR \$325,000</p>	<p>ITEM NUMBER</p> <p>G.5.</p>

BACKGROUND

Pursuant to Common Council discussions on September 22, 2020, Staff has reached an agreement with current owners of four parcels located in the 8100 block on the east side of South Lovers Lane Road bearing tax key nos. 801-9984-000, 801-9985-000, 801-9986-000 and 801-9987-000.

It is anticipated that this will be a location used for parks and water towers.

ANALYSIS

The enclosed purchase agreement is to purchase the four parcels totaling 21.490 acres for \$325,000.

The closing will occur on or before November 30, 2020.

OPTIONS

It is recommended that the Common Council authorize Staff to close on the referenced properties per the attached purchase agreement.

FISCAL NOTE

There are sufficient appropriations in the Capital Improvement Fund to fund this purchase. Park Impact fees are available to fund 47% or \$152,750 of this purchase.

COUNCIL ACTION REQUESTED

Motion to adoption Resolution No. 2020-_____ a resolution for acquisition of property for public park located in the 8100 block on the east side of South Lovers Lane Road bearing tax key nos. 801-9984-000, 801-9985-000, 801-9986-000 and 801-9987-000 for \$325,000

Engineering Dept.. GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020- _____

RESOLUTION FOR ACQUISITION OF PROPERTY FOR PUBLIC PARK LOCATED IN THE 8100 BLOCK ON THE EAST SIDE OF SOUTH LOVERS LANE ROAD BEARING TAX KEY NOS. 801-9984-000, 801-9985-000, 801-9986-000 AND 801-9987-000 FOR \$325,000

WHEREAS, the City of Franklin Parks Commission and Common Council would like to provide new parkland to the west central portion of the City; and

WHEREAS, the Franklin Water Utility would also like to locate new elevated water storage facilities in the west central portion of the City; and

WHEREAS, KM Franklin Land Investment LLC, the owner of four parcels totaling 21.490 acres in the 8100 block on the east side of South Lovers Lane Road bearing tax key nos. 801-9984-000, 801-9985-000, 801-9986-000 and 801-9987-000 is a willing seller for \$325,000.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute a purchase agreement from KM Franklin Land Investment LLC for the referenced parcels for \$325,000.

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

Passed and adopted by the Common Council on the _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Engineering/GEM

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON 10/16/2020 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) STRIKE THOSE NOT APPLICABLE

3 **GENERAL PROVISIONS** The Buyer, City of Franklin, a Wisconsin municipal corporation
4 _____, offers to purchase the Property
5 known as [Street Address] approximately 21 39 acres of land on the east side of the 8100 block of S Lovers Lane
6 in the City of Franklin, County of Milwaukee, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms

8 ■ PURCHASE PRICE _____
9 Three Hundred Twenty-five and NO/100 Dollars (\$ 325,000 00)

10 ■ EARNEST MONEY OF \$ Zero accompanies this Offer and earnest money of \$ Zero
11 will be mailed, or commercially or personally delivered within N/A days of acceptance to listing broker or

12 _____
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items None

16 _____
17 _____
18 ■ NOT INCLUDED IN PURCHASE PRICE None

19 _____
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ ZONING Seller represents that the Property is zoned a combination of R-8 and C-1.

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before October 23, 2020 Seller may keep the Property on the

31 market and accept secondary offers after binding acceptance of this Offer
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X " THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56

38 (1) Personal Delivery giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41

40 Seller's recipient for delivery (optional) 13400 Bishops Way #270, Brookfield, WI 53005

41 Buyer's recipient for delivery (optional) 9229 W. Loomis Road Franklin, WI 53132

42 (N/A) (2) Fax fax transmission of the document or written notice to the following telephone number
43 Seller (_____) Buyer (_____)

44 (3) Commercial Delivery depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50

47 (4) U S Mail depositing the document or written notice postage prepaid in the U S Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50

49 Delivery address for Seller 13400 Bishops Way #270, Brookfield, WI 53005

50 Delivery address for Buyer 9229 W. Loomis Road Franklin, WI 53132

51 (5) E-Mail electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56 If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law

55 E-Mail address for Seller (optional) _____

56 E-Mail address for Buyer (optional) gmorrow@franklinwi.gov and brian@wrslegal.net

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525 At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent Occupancy shall be given subject to tenant's rights, if any

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and None

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than November 30, 2020
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and None

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing
77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)
82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
84

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are No leases

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
112 This designation will continue after closing Buyer is advised as follows The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules
117 The DNR Division of Forestry monitors forest management plan compliance Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties For more information call the
120 local DNR forester or visit [http //www.dnr.state.wi.us](http://www.dnr.state.wi.us)

121 **FENCES:** Wis Stat § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include

- 165 a Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property
- 167 b Government agency or court order requiring repair, alteration or correction of any existing condition
- 168 c Land division or subdivision for which required state or local approvals were not obtained
- 169 d A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations
- 170 e A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program
- 173 f Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis Stat ch 90)
 174 (where one or both of the properties is used and occupied for farming or grazing)
- 175 g Material violations of environmental rules or other rules or agreements regulating the use of the Property
- 176 h Conditions constituting a significant health risk or safety hazard for occupants of the Property
- 177 i Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil
- 179 j A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises
- 182 k Production of methamphetamine (meth) or other hazardous or toxic substances on the Property
- 183 l High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property
- 185 m Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis Admin Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations

188 **(Definitions Continued on page 5)**

189 **IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**

190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____

191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage

192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an

193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.

194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may

195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance

196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination

197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,

198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the

199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %

202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ % The initial interest

203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per

204 year. The maximum interest rate during the mortgage term shall not exceed _____ % Monthly payments of principal

205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or

207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a

209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described

210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no

211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**

212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**

213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**

214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**

215 **unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**

217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**

218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**

219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS** If Buyer does not make timely delivery of said commitment, Seller may terminate this

221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan

222 commitment.

223 ■ **FINANCING UNAVAILABILITY** If financing is not available on the terms stated in this Offer (and Buyer has not already

224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of

225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is

226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this

227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing

228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain

229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING** Within 7 days of acceptance, a financial institution or third party

231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,

232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering

233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing

234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands

235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an

236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised

238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated

239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon

240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to

241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon

242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**

244 **deadlines provide adequate time for performance.**

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations
- 248 o Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material, organic or non-organic fill, dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal, high groundwater, adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations
- 253 p Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program
- 256 q Lack of legal vehicular access to the Property from public roads
- 257 r Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements
- 260 s Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district
- 262 t Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition
- 263 u Property tax increases, other than normal annual increases, completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments
- 265 v Burial sites, archeological artifacts, mineral rights, orchards or endangered species
- 266 w Flooding, standing water, drainage problems or other water problems on or affecting the Property
- 267 x Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides
- 268 y Significant odor, noise, water intrusion or other irritants emanating from neighboring property
- 269 z Substantial crop damage from disease, insects, soil contamination, wildlife or other causes, diseased trees, or substantial
270 injuries or disease in livestock on the Property or neighboring properties
- 271 aa Existing or abandoned manure storage facilities on the Property
- 272 bb Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence
- 274 cc The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145)
- 277 dd All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred
- 279 ■ **DEADLINES** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day
- 287 ■ **DEFECT** "Defect" means a condition that would have a significant adverse effect on the value of the Property, that would
288 significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises
- 290 ■ **FIXTURE** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all perennial crops, garden bulbs, plants, shrubs and trees and fences, storage buildings on permanent foundations and
294 docks/piers on permanent foundations
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY** Unless otherwise stated, "Property" means the real estate described at lines 4-7
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of _____
307 _____
308 _____

309 [insert proposed use and type and size of building, if applicable, e.g. three bedroom single family home] The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308: **CHECK**
327 **ALL THAT APPLY** conventional in-ground, mound, at grade, in-ground pressure distribution, holding tank,
328 other _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use _____
337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE** electricity _____,
341 gas _____, sewer _____, water _____,
342 telephone _____, cable _____, other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a rezoning, conditional use permit, license, variance, building permit,
348 occupancy permit, other _____ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (~~Seller providing~~) **STRIKE ONE** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within 21 days of acceptance, at (Buyer's) (~~Seller's~~) **STRIKE ONE** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of 20 acres, maximum of 30 acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and any other items typically shown on an ALTA survey

357 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to
358 staking of all corners of the Property, identifying dedicated and apparent streets, lot dimensions, total acreage or square
359 footage, easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of (1) Buyer's receipt of the map, or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies (1) the significant encroachment, (2) information
363 materially inconsistent with prior representations, or (3) failure to meet requirements stated within this contingency
364 Upon delivery of Buyer's notice, this Offer shall be null and void

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money
379 At closing, earnest money shall be disbursed according to the closing statement If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller,
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer, (3) as directed by court order, or (4)
384 any other disbursement required or allowed by law Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement

387 ■ **LEGAL RIGHTS/ACTION** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer Buyer's or Seller's legal right to earnest money cannot be determined by broker At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money See Wis Admin Code Ch RL 18

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA), (ii) report sales and financing concession data to multiple
399 listing service sold databases, and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 [http //www.widocoffenders.org](http://www.widocoffenders.org) or by telephone at (608) 240-5830

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
 406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
 407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
 408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
 409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
 410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to (1) earnest money payment(s), (2) binding acceptance, (3)
 412 occupancy, (4) date of closing, (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
 413 Offer except _____

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
 415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
 416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 420 provided herein), free and clear of all liens and encumbrances, except municipal and zoning ordinances and agreements
 421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
 423 in this Offer, general taxes levied in the year of closing and None

424 _____
 425 _____
 426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
 428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
 431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) ~~(Buyer's)~~ **STRIKE**
 433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
 434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
 435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
 436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE** For purposes of closing, title evidence shall be acceptable if the required title
 438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
 439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
 440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
 441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 443 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 444 such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the
 445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
 446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
 447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS** Special assessments, if any, levied or for work actually commenced prior to the date of this
 451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
 453 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
 454 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
 455 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
 456 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
 457 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 _____
 460 _____
 461 _____
 462 _____
 463 _____
 464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If Buyer defaults, Seller may

469 ~~(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or~~

470 ~~(2) terminate the Offer and have the option to (a) request the earnest money as liquidated damages; or (b) sue for~~
471 ~~actual damages.~~

472 If Seller defaults, Buyer may

473 ~~(1) sue for specific performance; or~~

474 ~~(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.~~

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502) This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of the full property
507 (list any Property feature(s) to be separately inspected, e g , dumpsite, etc) which discloses no Defects Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s) Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party
511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within 21 days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects)

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer

518 **RIGHT TO CURE:** Seller ~~(shall)~~(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects If
519 Seller has the right to cure, Seller may satisfy this contingency by (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and
521 workmanlike manner, and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure

525 **ADDENDA:** The attached Addenda A is/are made part of this Offer

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Brian C Sajdak, Wesolowski Reidenbach & Sajdak S.C. (SBN 1027287)

536 _____ on October 16, 20202

537 (x) _____
538 Buyer's Signature ▲ Print Name Here ► Date ▲

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ► Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer

542 _____ Broker (by) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____
547 Seller's Signature ▲ Print Name Here ► Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a m /p m

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**ADDENDUM A
TO VACANT LAND OFFER TO PURCHASE BETWEEN
CITY OF FRANKLIN AND KM FRANKLIN LAND INVESTMENTS, LLC**

This Addendum is made part of the Vacant Land Offer to Purchase dated October 16, 2020 (the "Offer"), attached hereto, between the City of Franklin ("Buyer") and KM Franklin Land Investments, LLC ("Seller") for approximately 21.39 acres of land in Franklin, Wisconsin. If any term or provision of this Addendum A conflicts or is inconsistent with any term or provision of the Offer, this Addendum A shall control.

1. **Property.** Seller agrees to sell, and Purchaser agrees to purchase the approximately 21.39 acres located on the east side of the 8100 block of South Lovers Lane that are identified as tax parcels 801-9984-000, 801-9985-000, 801-9986-000 and 801-9987-000.

2. **Acceptance.** In addition to lines 25-26 in the Offer, acceptance on the part of the Buyer occurs only upon execution of the Offer by the Mayor upon receiving authorization to do so by the Common Council.

3. **Environmental Representations.** Seller represents that to the actual knowledge of KM Franklin Land Investments, LLC, without any duty of investigation that on the date hereof the following: (i) the Property is in compliance with all federal, state and local laws, rules, regulations, ordinances, codes and orders governing, establishing, limiting or otherwise affecting the discharge or disposal of air pollutants, water pollutants, processed waste water, or solid and hazardous waste, including, but not limited to, all regulations and standards of the Environmental Protection Agency and the Wisconsin Department of Natural Resources; (ii) there are no pending or threatened actions or proceedings by the local municipality, the Wisconsin Department of Natural Resources, United States Environmental Protection Agency or any other government entity, and to Seller's knowledge there is no basis for any such action or proceeding; (iii) Seller has never disposed of any solid or hazardous waste on the Property, and Seller has no notice or knowledge of any solid or hazardous waste having ever been disposed of on the Property; and, (iv) there are no landfills, hazardous substances, underground storage tanks, PCBs, subterranean tunnels, cavities, wells, mines, sinkholes, springs or concealed fill-ins on or under the Property, and, to Seller's knowledge, neither the Property nor any part thereof has been used, and prior to closing will not be used, for the manufacture, storage or disposal of any hazardous substance, solid waste or hazardous waste as the same be identified as hazardous by any federal, state, county or municipal law, statute, ordinance, order or regulation related to protection of the environment and applicable to the Property (including without limitation, any regulations promulgated by the Federal Environmental Protection Agency and the Wisconsin Department of Natural Resources).

4. **"As-Is Where Is" Sale.** Any representations within this offer have been made solely as an inducement to Buyer to enter into this Agreement such that with the

exception of any express warranties set forth in this Offer, Buyer acknowledges that this sale is made and will be made without any representation, covenant or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law, statutory) by Seller. As a material part of the consideration for this sale, Buyer agrees to accept the Property on an "AS IS" and "WHERE IS" basis, with all faults and any and all latent and patent defects, and without any representation or warranty, all of which Seller and Broker hereby disclaim. Buyer acknowledges that Buyer is not now relying, and will not later rely, upon any representations and warranties made by Seller or Broker or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property. Pursuant to Wis. Stat. § 709.08, Buyer waives the rights it otherwise would have under § 709.02 to receive a real estate condition report, and under § 709.05 to rescind.

5. Offer Exploration Period. Seller shall deliver to Buyer all documents in Seller's possession related to the Property within five (5) days after Acceptance ("Due Diligence Materials"). Except for those items which are explicitly addressed elsewhere in this Offer (e.g., title evidence), Buyer shall have twenty-one (21) days after Seller's delivery of the Due Diligence Materials to conduct any and all research, investigations and/or reviews with respect to the purchase that it deems necessary including, but not limited to, investigating the proposed costs associated with developing a park on the Property (the "Offer Exploration Period"). Buyer may in its sole discretion, at any time within the Offer Exploration Period, terminate this Offer for any reason whatsoever without limitation. Should Buyer terminate the Offer hereunder, the Offer shall terminate without any further responsibility or liability on the part of one party to the other.

6. Access to Property for Due Diligence. Seller agrees to grant access to Buyer, its consultants, architects, engineers, contractors and agents at all reasonable times for inspection and testing, all at Buyer's expense. Buyer shall not permit any liens to attach to the Property by reason of such activities; provided, however, that Buyer shall not perform a phase 2 environmental assessment without Seller's prior written consent. Buyer shall maintain liability insurance for all such activities on the Property and shall name Seller as an additional insured under Buyer's general liability policy. To the extent Buyer may disturb any of the surface or subsurface of the land in connection with the foregoing, such shall be restored to substantially its previous condition at the sole expense of Buyer. Buyer further indemnifies and agrees to hold Seller harmless from and against any and all claims or liabilities arising from the activities on the Property of Buyer and Buyer's agents.

7. Disputes. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to court costs and reasonable attorney's fees from the unsuccessful party.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties. Buyer acknowledges that Buyer has not relied upon, and will not rely upon, any

representations or warranties made by Seller or Seller's agents unless such representations or warranties are expressly set forth in this Agreement.

9. **Binding Effect.** Buyer may assign its rights under this Offer only with the prior written consent of Seller, which Seller may withhold in Seller's sole discretion. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representative, successors and permitted assigns.

10. **Disclosure.** As required by law, Buyer is hereby advised that (a) some of the owners of Seller are also owners of Newmark Knight Frank, a real estate brokerage firm ("Brokerage"); (b) Seller will pay Brokerage a commission in connection with the sale of the property described in this Offer; and (c) owners of Seller are licensed real estate brokers and/or salespersons."

SELLER:

KM Franklin Land Investments LLC

By: _____ Date: _____

Name and Title: _____

BUYER:

City of Franklin

By: _____ Date: _____

Name and Title: _____

By: _____

Name and Title: _____

BLANK PAGE

<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>10/20/2020</i></p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Extension of Agreement for Professional Services Emergency Medical Service User Fee Billing Services</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6.6.</i></p>

The Franklin Fire Department, like nearly all public and private Emergency Medical Service (EMS) providers throughout the state and country, seeks to recoup some of the expense of providing high-quality emergency medical care, through charging treatment and transport fees to patients. These fees are primarily covered by Medicare and private health insurance policies. Annually, the department recoups over \$1 Million in operating expenses.

Since 1999, the Franklin Fire Department has contracted with a third party vendor to bill patients and/or their medical insurance providers for Emergency Medical Services (treatment and transportation) rendered by the Franklin Fire Department. Medical billing has become increasingly complicated due to constant changes in the health care and insurance industries, and at that time, fire department call volume had become sufficient that it was no longer practical or possible to perform this function internally. Furthermore, the vendor maintains the security and confidentiality of patient care records, manages record requests, and ensures compliance with state and federal privacy laws.

The agreement with the current provider, EMS Medical Billing Associates (EMBA) was a three year agreement covering 2016-2019, with an automatic renewal clause for one year (2020) if no actions were taken by either party. This agreement expires at the end of October. With some speculation that a county-wide, shared patient care data platform may be on the future horizon, the fire chief reached out to EMBA to see if a further extension may be possible. This would allow further discussions to take place between the Milwaukee County Fire Chiefs and the EMS division of the Milwaukee County Office of Emergency Management (OEM) regarding any potential shared patient care data platform without having to export and migrate patient care data at this time. EMBA was agreeable to an additional automatic one year extension. This extension will allow the fire department to evaluate one year of performance data by other fire departments that have transitioned to other third-party vendors, while allowing further discussion to take place regarding potential for a shared platform.

The existing agreement has served FFD well, and the rates contained within are still competitive with what neighboring fire departments have received from other third-party medical billing service providers. The department has a well-established positive working relationship with EMBA, and the company been extremely responsive to any requests or concerns.

The original agreement, which was previously vetted by the city attorney, is contained in the council packet. The fire chief recommends approval.

COUNCIL ACTION REQUESTED

Request Council authorization to approve an extension of the agreement with EMS Medical Billing Associates for Emergency Medical Service User Fee Billing Services, through December 21st, 2021.

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

By And Between

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

And

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

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

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

WITNESSETH:

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

ARTICLE I

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

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

ARTICLE II

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

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

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

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

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

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

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

ARTICLE III

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

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

ARTICLE V

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

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

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

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

ARTICLE VI

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

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

ARTICLE VII

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

ARTICLE VIII

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

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

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

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

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

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

ARTICLE IX

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

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

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

- **Employers Liability** \$100,000 Each accident/injury
 \$100,000 Each Employee
 \$500,000 Policy limit Disease

- **General Liability** \$1,000,000 per occurrence
 \$2,000,000 in aggregate
 \$2,000,000 Products/Completed Operations Aggregate
 \$1,000,000 Personal & Advertising Injury

- **Automobile** \$1,000,000 Each Accident (owned, non-owned,
 and hired vehicles)

- **Umbrella** \$1,000,000

- **Professional Liability** \$1,000,000 per occurrence.

- **Crime** \$1,000,000 per occurrence

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

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

ARTICLE XIII

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

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

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

ARTICLE XIV

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

ARTICLE XV

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

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

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

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

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

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

ARTICLE XVI

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

ARTICLE XVII

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

ARTICLE XVIII

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

ARTICLE XIX

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

19.1 For CLIENT:

With a copy to: (if applicable)

19.2 For SERVICE PROVIDER:

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

ARTICLE XX

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

ARTICLE XXI

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

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

CLIENT:

**THE CITY OF FRANKLIN
A Wisconsin Municipality**

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

SERVICE PROVIDER:

**EMS MEDICAL BILLING ASSOCIATES, LLC
A Wisconsin Limited Liability Company**

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

ADDENDUM "A"

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

By And Between

**THE CITY OF FRANKLIN
A Wisconsin Municipality**

And

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

A. SCOPE OF SERVICES. SERVICE PROVIDER shall:

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

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

The parties hereto agree as outlined.

CLIENT:

THE CITY OF FRANKLIN
A Wisconsin Municipality

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

SERVICE PROVIDER:

EMS MEDICAL BILLING ASSOCIATES, LLC
A Wisconsin Limited Liability Company

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

<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;">10/20/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">An Ordinance to Amend Ordinance 2019-2398, An Ordinance Adopting the 2020 Annual Budget for the Equipment Replacement Fund to Provide the Appropriation for a Replacement Inspection Services Vehicle in the Amount of \$30,168</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 1,</i></p>

Background

Included in the 2021 Proposed Budget is an Inspection Services vehicle, Vehicle #775, a 2011 Jeep Liberty, that is proposed to be funded, as a regular ten-year replacement, through the Equipment Replacement Fund.

With the lead time for a replacement vehicle being approximately 90 to 120 days, and due to the issues with the current vehicle, staff is recommending that the vehicle be ordered as soon as possible, knowing that the earliest date that the City could take possession of the vehicle and pay for it is the end of January, 2021.

Analysis

By way of details, over the past one and one-half years, the subject vehicle has experienced electrical problems consisting of engine start problems and the engine randomly shutting off while the vehicle is in motion. During this period, the vehicle was serviced by the Public Works Department and two Jeep dealerships. While no specific problems were discovered through the diagnosis period, one suggested repair was made. Unfortunately, the repair did not solve the problems. Given its unreliability and the safety issues, Inspections Services has not regularly used the vehicle for the past 6 months or at all for the past two months. As a result, one vehicle in the Inspections Services fleet is being shared by three inspectors, which is not a feasible plan for the Department's operations, especially with the COVID-19 pandemic in full swing, and the need to separate employees for health and safety reasons.

Staff has secured a quote in the amount of \$30,168 for a 2021 Ford Explorer, under the State of Wisconsin vehicle purchase program, which offers advantageous pricing to the City.

As part of this recommendation, a budget amendment is required to enable staff to order the vehicle in 2020 rather than 2021. However, the City will not take possession of or pay for the vehicle until 2021.

Recommendation

Due to the current challenges, and the long lead time to secure a new Inspection Services vehicle, staff is recommending that this vehicle be ordered in advance of the 2021 Budget being approved, by requesting that the Common Council authorize a 2020 budget amendment to allow staff to order the replacement vehicle.

COUNCIL ACTION REQUESTED

Motion adopting Ordinance No. 2020-____, An Ordinance to Amend Ordinance 2019-2398, An Ordinance Adopting the 2020 Annual Budget for the Equipment Replacement Fund to Provide the Appropriation for a Replacement Inspection Services Vehicle in the amount of \$30,168.

Roll Call Vote Required.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020 _____

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGET FOR THE EQUIPMENT REPLACEMENT FUND TO PROVIDE THE APPROPRIATION FOR A REPLACEMENT INSPECTION SERVICES VEHICLE IN THE AMOUNT OF \$30,168

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budget for the Equipment Replacement Fund; and

WHEREAS, a current Inspection Services vehicle, planned for replacement in 2021, has completely failed, and a replacement vehicle is needed; and

WHEREAS, the lead time for the replacement vehicle is expected to be approximately 90 to 120 days; and

WHEREAS, there are funds available in the fund balance of the Equipment Replacement fund for this purchase; and

WHEREAS, Common Council has determined that it would be in the best interest of the City to approve the purchase of a replacement Inspection Services vehicle at this time; and

WHEREAS, the Budget Appropriation Units will be adjusted for the items listed below.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That the purchase of an Inspection Services replacement vehicle be purchased as follows:

Equipment Replacement Fund				
Inspection Services	Capital	Increase		\$30,168 00

Section 2 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

Introduced at a regular meeting of the Common Council of the City of Franklin this 20th day of October, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 20th day of October, 2020.

APPROVED:

ATTEST:

Stephen R Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

BLANK PAGE

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/20/2020
REPORTS & RECOMMENDATIONS	Authorization to Purchase HP ProLiant DL385 Backup Servers for City Hall and Police Department	ITEM NUMBER <i>G.7.</i>

The 2020 Information Services Capital Outlay budget includes \$17,750 of funding dedicated to the purchase of two HP servers for backup and archiving purposes. The servers use Veeam Backup and Recovery to archive all files stored on City of Franklin servers and copy them directly to the disks of the backup servers. In the early morning hours, a tape backup job is executed, and all collected disk information is logged onto tape as either a daily, weekly, or monthly backup. One backup server exists at City Hall and archives all servers on the local network. Another backup server exists at the Police Department and archives all servers on the PD network.

Disk space on each server must be sufficient to log the compressed disk archives for all servers, in addition to maintaining these data archives for two weeks. In the event of a server failure, disk archives from the local backup server will be used as the first restoration point. If the archives are corrupted or data older than two weeks is needed, the data is restored from the tape archives. Disk speed must be sufficient to provide rapid disk backups, and ensure that servers can be fully restored within 2 to 4 hours. Current out of warranty Dell backup servers are being replaced, due to the age of the servers and problems with disk speed under the current architecture.

The following equipment is recommended for purchase for each of the two locations:

- HP ProLiant DL385 Gen 10 server (AMD Epyc 7302 CPU, 32GB RAM, 24 bays) \$3,191.67 (HBS)
- HP Smart Array E208e-P SAS controller 297.03 (HBS)
- Redundant 500W power supply 127.83 (HBS)
- Eight 2.4TB 2.5" hard drives 3,798.40 (HBS)
- HP 3-year extended warranty 1,441.69 (HBS)
- Windows 2019 Server 16-core license 627.68 (CDW)

Total server cost per site = \$9,484.30

Total project cost = \$18,968.60

As noted above, the 2020 budget includes \$17,750 for this initiative. The remaining funding needed, \$1,218.60, will come from cost savings from other 2020 IS Capital Outlay projects (\$1,072) and budgeted emergency capital funds (\$146.60).

All setup and installation will be performed by City of Franklin IT personnel.

COUNCIL ACTION REQUESTED

Motion to authorize the IT Director to purchase two HP backups servers and licenses through Heartland Business Systems and CDW-G, at a total cost of \$18,969, as budgeted for in the 2020 Information Services Capital Outlay budget.

Director of Information Technology – James Matelski

BLANK PAGE

APPROVAL <i>Slu</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/20/2020
REPORTS & RECOMMENDATIONS	Purchase of Microsoft Windows, Office and Bitdefender licenses under multiple grants.	ITEM NUMBER <i>6.9.</i>

In March of 2020, thirteen laptops were purchased for employee remote access in the event of COVID-19 quarantine restrictions. In addition, five laptops were purchased by the Health Department under existing health grants for traceability analysts, working as temporary employees during the pandemic. In October of 2020, ten additional pooled laptops were purchased to expand the existing employee remote access laptop pool in the event of a larger outbreak. These were all unbudgeted purchases, made to protect the health and safety of the citizens and staff during the COVID-19 pandemic.

In order to follow Microsoft volume licensing agreements, both Windows 10 Professional and Office 2019 licenses need to be purchased for all new equipment. Licenses will be purchased through CDW-G under State of Wisconsin contracted pricing, with funding being provided under multiple grants.

The following licenses will be purchased under the CARES Act Funding, Routes to Recovery: Local Government Aids Grant Program:

- Thirteen Windows 10 Professional OS Licenses (\$176.44 each) \$2,293.72
- Twenty-three Office 2019 Standard Licenses (\$264.77 each) \$6,089.71
- Twenty-three Bitdefender Gravityzone Antivirus Licenses (\$25 estimate*) \$ 575.00

Total license cost under Routes to Recovery: Local Government Aids Grant = \$8,958.43

The following licenses will be purchased under the Health Department COVID-19 Contact Tracing Grant:

- Five Windows 10 Professional OS Licenses (\$176.44 each) \$ 882.20
- Five Office 2019 Standard Licenses (\$264.77 each) \$1,323.85
- Five Bitdefender Gravityzone Antivirus Licenses (\$25 estimate*) \$ 125.00

Total license cost under Health Dept. Grant = \$2,331.05

*Bitdefender Gravityzone advance threat management licensing is an estimate based upon previous purchases.

In summary, these unbudgeted license purchases will be funded (\$8,958.43) by the Routes to Recovery: Local Government Aids Grant Program and (\$2,331.05) by the Health Department COVID-19 Contact Tracing Grant.

COUNCIL ACTION REQUESTED

Motion to authorize the IT Director to purchase Microsoft and Bitdefender licenses under the existing CARES Act Funding, Routes to Recovery: Local Government Aids Grant Program and the Health Department COVID-19 Contact Tracing Grant for the estimated total cost of \$11,289.48.

BLANK PAGE

<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;">10/20/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Recommendation for 2021 Health Reimbursement Arrangement (HRA) and Health Savings Account (HSA) Administration Services</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6.10.</i></p>

Below is information relative to and a recommendation related to the selection of a vendor to perform the Health Reimbursement Arrangement (HRA) and Health Savings Account (HSA) administration services needed for 2021, as both of these elements are part of the recently approved insurance program for City employees for the same time period.

This item is being considered by the Personnel Committee on October 19, 2021, and any recommendation that is made by the Committee will be reported at the Council Meeting on Tuesday, October 20, 2020.

BACKGROUND

With the Personnel Committee, on 9/21/2020, and the Common Council, on 10/6/2020, approving the recommended health insurance program for 2021, the next step is to secure a vendor to administer the newly approved HRA program, as well as a vendor to continue to administer the already existing HSA program, since the current agreement with Associated Bank for those services expires on December 31, 2020.

ANALYSIS

Attached to this request is a document which details the three proposals received for these services from: Diversified Benefit Services, Inc.; Employee Benefits Corporation; and Associated Bank. While all of these providers are qualified to perform these services, staff is recommending Associated Bank as the preferred vendor to administer the newly approved HRA program as well as to continue on in administering the existing HSA program, continuing to waive the monthly fees, for the following reasons:

- The Associated Bank proposal is the lowest cost proposal received;
- Associated Bank provides the service levels necessary for the City;
- Associated Bank provides a high level of customer service; and
- Ease of transition, since Associated is already the administrator of the HSA program, there is no transition needed, and with the existing connectivity to Associated, the implementation of the HRA program is expected to be straightforward.

RECOMMENDATION

Staff recommends that the Common Council authorize Associated Bank as the administrator of both the HRA and HSA programs for 2021; and, authorize the Director of Administration to execute the appropriate, related contracts and update the Employee Handbook as needed.

COUNCIL ACTION REQUESTED

Motion to approve Associated Bank as the administrator of the Health Reimbursement Arrangement (HRA) and Health Savings Account (HSA) plans for 2021; authorize the Director of Administration to execute the appropriate, related contracts and update the Employee Handbook as needed.

BLANK PAGE

<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;">October 20, 2020</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution Authorizing Certain Officials to Execute A Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development at the south side of West Elm Road in the approximately South 3500 Street block area to the west, to be bounded on the north by West Elm Road to be extended to the west, and South Hickory Street on the east, and to straddle South Birch Street and West Aspen Way, all to be developed; and Development Agreement for JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development (Public Improvements). 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 Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development and a Development Agreement for JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development (Public Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the development agreements for the development of property located on the south side of West Elm Road in the approximately 3500 block area were West Elm Road to be extended to the west, consisting of approximately 79.79 acres, 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>G. 11.</i></p>

Annexed hereto are draft copies of the above-entitled agreement drafts. While staff is awaiting the provision of the exhibits information, the Tax Incremental District No. 8 Development Agreement draft is recommended for approval as set forth below. The public improvements development agreement draft is also recommended for approval as set forth below. Also annexed hereto is a draft resolution approving the agreements.

COUNCIL ACTION REQUESTED

A motion to approve and authorize the execution of the Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development, subject to minor and technical changes approved by the City Engineer and the City Attorney;

and

a motion to approve and authorize the execution of the Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development

(Public Improvements), subject to minor and technical changes approved by the City Engineer and the City Attorney;

or

a motion to adopt A Resolution Authorizing Certain Officials to Execute a Tax Incremental District No. 8 Development Agreement and a Development Agreement for Tax Incremental District No. 8 Related Public Improvements Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development;

or

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 Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development and a Development Agreement for JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development (Public Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the development agreements for the development of property located on the south side of West Elm Road in the approximately 3500 block area were West Elm Road to be extended to the west, consisting of approximately 79.79 acres, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

**TAX INCREMENTAL DISTRICT NO. 8
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FRANKLIN,
JHB PROPERTIES, LLC AND ZS ENTERPRISES, LLC**

draft 10/16/20

Spec and/or Commercial Buildings Mixed Use Development at the south side of West Elm Road in the approximately South 3500 Street block area to the west, to be bounded on the north by West Elm Road to be extended to the west, and South Hickory Street on the east, and to straddle South Birch Street and West Aspen Way, to be developed and as depicted upon Certified Survey Map No. 9243, as recorded in the Office of the Register of Deeds for Milwaukee County as Document No. 6286497, consisting of approximately 79.79 acres

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of _____, 2020 by and between **JHB Properties, LLC**, a Wisconsin limited liability company, its successors and/or assigns, and **ZS Enterprises, LLC**, a Wisconsin limited liability company, its successors and/or assigns, (together and individually, "Developer"), and the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation ("City").

RECITALS

City and Developer acknowledge the following:

A. Developer is the Owner of that certain real property legally described in **Exhibit A** attached hereto (the "Property"); JHB Properties, LLC being the title owner of record and ZS Enterprises, LLC being its agent for project development.

B. The Property is located within the boundaries of Tax Incremental District No. 8, City of Franklin, Wisconsin (the "District"). Pursuant to Wis. Stat. § 66.1105 (the "Tax Increment Law"), the City adopted a plan for redevelopment within the District (the "Project Plan").

C. Developer plans on the development and construction by successor owners of the Property of at least three spec and/or commercial use buildings on Lots 1, 2, 3 or 4 as such lots are depicted and described on **Exhibit A-1**, providing for the constructing of an approximately 150,000 square foot building on at least three of the Lots 1, 2, 3 or 4 on the Property, with an estimated development cost of \$26,500,000.00 (Twenty-Six Million Five Hundred Thousand Dollars) (the "Project"; and "Project" includes all development within and upon the Property, in addition to the three buildings aforesaid), and with a minimum Wisconsin real estate property tax assessment value of at least \$7,500,000.00 for each building, creating a minimum real estate property tax assessment value of at least \$22,500,000.00 for the Property. Developer shall also provide for the development and construction of improvements to serve the Property and the District, which shall be dedicated to the City, including, but not limited to streets, and public water and sewer utility service facilities, with an estimated development cost in excess of \$4,000,000.00, such improvements including site condition preparation to development ready, including, but not limited to grading, and the development of public water service, sanitary sewer service, stormwater sewer service and utilities including street lights, in the amount of

\$3,232,766.95, not including any delay factor increased costs. It is acknowledged that development of the Project as described above will be consistent with the Project Plan.

D. The City desires to encourage economic development, eliminate blight, expand its tax base and create new jobs within the City, the District and upon the Property. The City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

E. The development of the Project would not occur without the financial participation of the City as set forth in this Agreement.

F. The City, pursuant to Common Council action dated _____, 2020, has approved this Agreement and authorized its execution by the proper City officials on the City's behalf.

G. Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

ARTICLE I DEVELOPER ACTIVITIES AND OBLIGATIONS

A. Developer, or the successor owners of the Property, shall construct or obtain the construction of the Project in accordance with all applicable City zoning and building codes, ordinances and regulations. Developer intends that the Project will contain approximately 450,000 square feet of developed building space and warrants and represents to the City that the total development costs expended on the spec and/or commercial buildings component of the Project (inclusive of personal property) shall be not less than \$22,500,000.00 (Twenty-Two Million Five Hundred Thousand Dollars). Developer shall substantially complete construction of the Project in accordance with final plans and specifications (including landscaping plans) approved by the City, including, but not limited to the terms, provisions and conditions of any and all approvals granted by the City for the Project, and of which this Agreement and its terms and conditions are or may be a condition thereof (the "Plans and Specifications"), for the spec and/or commercial buildings component of the Project on or before August 31, 2029 (the "Completion Date"), and for the improvements to be dedicated to the public component of the Project on or before December 31, 2021. Copies of the Plans and Specifications will be retained at the offices of the City Economic Development Department. The Project shall be deemed to be substantially complete on the date that the City Building Inspector issues a certificate of occupancy for the spec and/or commercial buildings component of the Project, which certificate may be subject to completion of landscaping and similar seasonal items and other non-material corrective actions. The City Building Inspector shall not issue the certificate of occupancy if the Project does not conform to the Plans and Specifications, subject to any changes to the Plans and Specifications that may have been approved by the City.

B. To the extent any improvements that will be dedicated to the public are included within the scope of work for the Project (the "Public Improvements"), Developer will complete the installation of the Public Improvements in accordance with City specifications, including the execution of a City standard form development agreement where applicable terms thereof are not specifically set forth in this Agreement, and will dedicate same to the City in accordance with City inspection and acceptance procedures. If required by applicable law, Developer agrees to comply with public bidding requirements under the Wisconsin Statutes for all work involving improvements to public rights of way or public property or that constitutes public improvements under applicable law (together referred to as the "Public Improvements"). The Public Improvements shall at all times be subject to City inspection and approval and the City or other public entity shall not be required to accept conveyance of the Public Improvements unless the Public Improvements have been constructed in a good and workmanlike manner, in accordance with the City-approved plans for the Public Improvements, and otherwise are in a condition reasonably acceptable to the City. Following approval by the City of the completed Public Improvements, the Public Improvements shall be conveyed to the City or other public entity, to the extent appropriate. The Developer shall provide to the City or other public entity from the Developer, in connection with the construction and installation of the Public Improvements, a one-year warranty against defects in construction, materials and workmanship, in a form reasonably acceptable to the City. The Developer shall not be released of its obligations hereunder to construct the Public Improvements without the prior written consent of the City. Once the Public Improvements, or any portion thereof applicable to a particular portion of the Project, are complete and the conveyance dedication thereof has been accepted by the City and the term of the aforesaid one-year warranty has expired, the City shall acknowledge satisfaction of such Public Improvements in writing and release Developer from the applicable Public Improvement requirements of this Agreement with respect to said portion of the Project. In the event that the City so determines that all or any portion of the Public Improvements obligations of Developer hereunder have been so met, the City shall execute a recordable release or partial release, as applicable, of Developer from such obligations.

C. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Developer's failure to meet the Completion Date constitute a breach or Default by Developer hereunder so long as the Tax Increments created by the Project meet or exceed \$22,500,000.00 on or before the Completion Date.

D. The Developer shall arrange for funding for all costs of the Project in excess of the funds provided by its construction lender. Developer will provide evidence to the reasonable satisfaction of the City that Developer has secured sufficient debt and equity financing commitments to enable the Public Improvements component of the Project to proceed.

E. Developer shall enter into a separate City standard form development agreement to provide for the installation of the "public road right-of-way" Public Improvement as described in **Exhibit B-1** attached hereto. Developer shall commence construction thereof as set forth on **Exhibit B-2** (the "Public Improvements Schedule"), and complete construction of the public road right-of-way as set forth in the Public Improvements Schedule. Developer shall deliver to the City, as soon as available but in no event later than sixty (60) days after

substantial completion of the public road right-of-way Public Improvement, an accounting of all its project costs, detailing the actual cost of the project.

F. Developer shall enter into a separate City standard form development agreement to provide for the installation of the “public water service” Public Improvement as described in **Exhibit B-1** attached hereto. Developer shall commence construction thereof as set forth in the Public Improvements Schedule, and complete construction of the public water service as set forth in the Public Improvements Schedule. Developer shall deliver to the City, as soon as available but in no event later than sixty (60) days after substantial completion of the public water service Public Improvement, an accounting of all its project costs, detailing the actual cost of the project.

G. Developer shall enter into a separate City standard form development agreement to provide for the installation of the “public sanitary sewer service” Public Improvement as described in **Exhibit B-1** attached hereto. Developer shall commence construction thereof as set forth in the Public Improvements Schedule, and complete construction of the public sanitary sewer service as set forth in the Public Improvements Schedule. Developer shall deliver to the City, as soon as available but in no event later than sixty (60) days after substantial completion of the public sanitary sewer service Public Improvement, an accounting of all its project costs, detailing the actual cost of the project.

H. Developer shall enter into a separate City standard form development agreement to provide for the installation of the “public stormwater service” Public Improvement as described in **Exhibit B-1** attached hereto. Developer shall commence construction thereof as set forth in the Public Improvements Schedule, and complete construction of the public stormwater service as set forth in the Public Improvements Schedule. Developer shall deliver to the City, as soon as available but in no event later than sixty (60) days after substantial completion of the public stormwater service Public Improvement, an accounting of all its project costs, detailing the actual cost of the project.

I. Developer shall enter into a separate City standard form development agreement to provide for the installation of the “utilities including street lights” Public Improvement as described in **Exhibit B-1** attached hereto. Developer shall commence construction thereof as set forth in the Public Improvements Schedule, and complete construction of the utilities including street lights as set forth in the Public Improvements Schedule. Developer shall deliver to the City, as soon as available but in no event later than sixty (60) days after substantial completion of the utilities including street lights Public Improvement, an accounting of all its project costs, detailing the actual cost of the project.

J. The Developer may elect to consolidate all of the Public Improvement work described in paragraphs E. through I. above into one City standard form development agreement.

ARTICLE II

CITY ACTIVITIES AND OBLIGATIONS

A. City shall cooperate with Developer throughout the development and construction of the Project and the term of this Agreement and shall reasonably promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

B. Upon Developer's completion of the installation of the entirety of the Public Improvements pursuant to the Public Improvements Schedule and the conveyance dedication thereof has been accepted by the City, the City shall provide and deliver the payment to Developer of a grant in the amount of \$2,500,000.00, provided and subject to the total costs expended by the Developer for the Public Improvements being equal to or in excess of \$2,500,000.00, as shall be determined upon the review and reasonable determination thereof by the City Engineer. Developer shall and shall have provided to the City evidence of all of the costs incurred in the construction and installation of the Public Improvements, including as required by the applicable City standard form development agreement(s) therefore; if upon the review and reasonable determination thereof by the City Engineer that the total costs of the Public Improvements is less than \$2,500,000.00, the grant amount shall be reduced by such percentage of reduction of the total costs of the Public Improvements.

C. Upon the development and construction of a building or buildings on any of the Lots 1, 2, 3 or 4, the issuance of a Certificate of Completion as provided in **Exhibit B** and the issuance of an occupancy permit by the City for such building(s), the City shall provide and deliver the payment to Developer of a grant in the amount of \$750,000.00. Such grant payment shall be subject to the and pending the actual determination of the real estate property tax assessment value for the Property, and that it be equal to or in excess of \$15,000,000.00, by the City or by the State of Wisconsin, as applicable to the subject property use, pursuant to Wisconsin law, and upon such actual final determination of record without any appeal or challenge thereof having been timely filed or pending. Any right to receive and any obligation to pay such grant shall expire upon the Completion Date.

D. Upon the development and construction of a building or buildings on Lots 1, 2, 3 or 4, the issuance of a Certificate of Completion as provided in **Exhibit B** and the issuance of an occupancy permit by the City for such building, the City shall provide and deliver the payment to Developer of a second grant in the amount of \$750,000.00. Such second grant payment shall be subject to the and pending the actual determination of the real estate property tax assessment value for the Property in an amount equal to or in excess of \$22,500,000.00, by the City or by the State of Wisconsin, as applicable to the subject property use, pursuant to Wisconsin law, and upon such actual final determination of record without any appeal or challenge thereof having been timely filed or pending. Any right to receive and any obligation to pay such grant shall expire upon the Completion Date.

ARTICLE III PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES

Throughout the life of the District, the owner(s) of all or any portion of the Property, respectively, as owner(s), at the applicable time, will pay (or cause to be paid) all ad valorem property taxes lawfully assessed against any portion of the Property owned by the owner(s),

respectively, before or when due under the law and the owner(s) guarantees that such taxes shall not become delinquent. The foregoing shall not prohibit the Developer, or upon conveyance(s), the successor owner(s) from contesting, in good faith, the assessed value of any portion of the Property.

In the event that any portion of the Property becomes exempt from ad valorem taxes during the statutory life of the District and for a period of twenty (20) years thereafter (the "PILOT Term"), then the Developer or any successor Developer owner(s) of such exempt portion of the Property shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such portion of the Property (as determined by the City assessor) had it not been exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. The then owner(s)' of the exempt portion(s) of the Property obligations under this Article III upon any default shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627; and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law. If the then owner(s) fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special assessment or special charge against the exempt portion of the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special assessment or special charge are hereby waived by Developer and any successor owner(s). Notwithstanding and in addition to the levying of such special assessment or special charge, the payment obligation under this Article shall be the personal obligation of the person or entity that is the owner of the then exempt portion of the Property at the time that any portion of the Property becomes exempt from ad valorem taxes. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon owner(s) of the exempt portion of the Property for the duration of the PILOT Term. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against the owner(s) of an exempt portion of the Property.

ARTICLE IV NO PARTNERSHIP OR VENTURE

Developer, its successors and/or assigns and/or owners of the Property, and their contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor employed by Developer, its successors and/or assigns and/or owners of the Property, in the construction of the Project.

**ARTICLE V
CONFLICT OF INTEREST**

No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof, unless such member or officer abstained from any participation in the City review and process of the Project and the Agreement from the point of time when a potential conflict of interest arose and thereafter.

**ARTICLE VI
WRITTEN NOTICES**

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the City: City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132
 Attention: Calli Berg, Director of Economic Development
 Facsimile No.: 414-427-7691

With a Copy to: City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132
 Attention: Sandra L. Wesolowski, City Clerk
 Facsimile No.: 414-425-6428

If to the Developer: JHB Properties, LLC
 5158 South Marquette Ct.
 New Berlin, WI 53151
 Attention: Scott Biller

 ZS Enterprises, LLC
 5158 South Marquette Ct.
 New Berlin, WI 53151
 Attention: Scott Biller

With a Copy to: Hurtado Zimmerman SC
 1011 North Mayfair Road, Suite 204

Wauwatosa, WI 53226
Attention: Brian R. Zimmerman
Facsimile No.: 414-727-6247

**ARTICLE VII
DEFAULT**

A. The occurrence of any one or more of the following events shall constitute a default by Developer hereunder (“Default”):

1. Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before ten days following written notice of such failure; or

2. Any material representation or warranty made by Developer pursuant to this Agreement proves to have been false in any material respect as of the time when made or given; or

3. Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the City (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the City or such longer period of time as is reasonably agreed to by the City); or

4. Developer:

(a) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or

(b) becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(c) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(d) applies to a court for the appointment of a receiver or custodian for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment; or

(e) adopts a plan of complete liquidation of its/his assets; or

(f) shall cease to exist.

B. The City shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the City has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

C. Upon the occurrence of any Default by either party, upon ten (10) days notice, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity. The City's rights shall include, but not be limited to temporary suspension of any payment of the City payments under this Agreement during the continuance of any Default by Developer, or City performance of any Developer obligation under this Agreement. Upon the cure of any such Default on the part of Developer, then, if and to the extent the City suspended any payments of City payments, the City shall promptly distribute to Developer any payments so suspended and promptly resume payments of amounts due with respect to the City as provided in this Agreement.

D. No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

E. Notwithstanding the foregoing, the City shall not terminate this Agreement or pursue, exercise or claim any rights or remedies arising out of a Default by Developer hereunder, except injunctive relief, specific performance or the temporary suspension of City payments unless Developer, its mortgage lender or their designees have not commenced commercially reasonable efforts to cure any such Default within 60 days after receipt of written notice from the City to Developer and its mortgage lender that if such efforts to cure such Default are not so commenced, then the City intends to pursue its other rights and remedies hereunder, including, without limitation, the right to terminate this Agreement.

F. In the event of a Default by either party, all reasonable fees, costs and expenses incurred by the nondefaulting party, including reasonable attorneys fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

ARTICLE VIII

MISCELLANEOUS

A. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or, to the extent reasonably prudent or customary for similarly situated business operations, any non-governmental entity in connection with the development, construction, management and operation of the Project.

B. Developer, and/or upon conveyance(s), the successor owner(s) of the Property shall maintain the following insurance policies issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as may be reasonably required by the City:

(i) Following completion of construction of the Project, "all risks" property insurance insuring against such risks as are insured against by Developers of similar projects, in amounts equal to 100% replacement cost of all buildings, improvements, fixtures, equipment and other real and personal property constituting the Project with an extended replacement cost endorsement; and

(ii) During the construction of the Project, builder's risk insurance in form and amounts to insure at 100% replacement cost and reasonably satisfactory to the City; and

(iii) During the term of this Agreement, commercial general liability insurance covered under a comprehensive general liability policy including contractual liability in amounts maintained by Developers of similar projects, and insuring against bodily injury, including personal injury, death and property damage; and

(iv) Such other insurance as may be reasonably requested by the City.

Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the City of any material change or cancellation of such policy. The City shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance.

C. Subject to one or more Force Majeure Events as set forth in paragraph F. of this Article, if: i) the Developer does not substantially complete construction of the Project by the Completion Date; and ii) the Property does not have a property tax assessment value of at least \$22,500,000.00 by the Completion Date; then the City may, in its sole discretion, terminate this Agreement upon written notice to the Developer, provided, however, that if Developer substantially completes construction of the Project within thirty (30) days following receipt of such written election to terminate (a "Developer Savings Action"), this Agreement shall not terminate but shall continue in full force and effect. Upon an election to terminate that is not followed by any Developer Savings Action, the City shall thereafter have no further obligations under this Agreement and in addition thereto, the City may, in its sole discretion, terminate Tax Incremental District No. 8, City of Franklin, Wisconsin.

D. The prevailing party shall be entitled to collect all costs and expenses associated with the enforcement of the its rights against the other under this Agreement, including without

limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer. Any and all such fees, costs and expenses incurred by the prevailing party which are to be paid by the other, shall be paid by on demand.

E. Developer hereby indemnifies, defends, covenants not to sue and holds the City harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the City in any way in connection with the Project, including without limitation: (a) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any violation by Developer at the Project of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act or similar laws, rules, regulations or ordinances; (f) the failure by Developer to comply with any term or condition of this Agreement; and (g) during the construction and to the extent caused by the negligent or willful acts of the Developer, the injury to or death of any person at the Project; injury to any property caused by or at the Project; except, in each of the foregoing instances described in (a) through (g) above, to the extent negligently or willfully and wrongfully caused by the City or its agents, employees, contractors or representatives.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

Except as caused, in whole or in part, by negligence or wrongful act or omission of the City, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Developer or its contractors, subcontractors or materialmen in their performance of this Agreement or from Developer's failure to comply with any of the provisions of this Agreement or of law, Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to Developer promptly, in writing, notice of the alleged loss, damage or injury.

Developer, its successors and/or assigns and/or owners of the Property, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, shall to the extent caused by their own conduct, respectively, indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to

whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

(i) The negligent or willfully wrongful performance of this Agreement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

(ii) The negligent or willfully wrongful construction of Developer Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

(iii) The negligent or willfully wrongful operation of Developer Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, during Developer Construction Period;

(iv) The violation by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any law, rule, regulation, order or ordinance; or

(v) The infringement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any patent, trademark, trade name or copyright.

F. Time is of the essence of each and every obligation or covenant contained in this Agreement; provided, however, that if the Developer is delayed or prevented from timely commencing or completing construction of the Project by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, or other causes beyond the control of the Developer ("Force Majeure Event"), performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

G. Nothing contained in this Agreement is intended to or has the effect of releasing Developer, its successors and/or assigns and/or owners of the Property, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

H. All financial reports and information required to be provided by Developer to the City under this Agreement shall be provided to the City's outside financial consultant for review on behalf of the City. The Developer warrants and represents the accuracy of all such financial reports and information. At the request of the Developer, all financial reports and information provided to the City or its financial consultant in connection with this Agreement shall be held and treated as confidential and shall not be part of the public record associated with the Project, if and as may be permitted under the Wisconsin Open Records Law. During the life of Tax Incremental District No. 8, City of Franklin, Wisconsin, the Developer shall provide annual income and expense information for the Project as requested by the City Assessor as is

customary for the purposes of property valuation, which information shall be maintained in confidence pursuant to laws and other rules.

I. Prior to substantial completion of the Project, this Agreement may not be assigned by the Developer without the City's consent, which may be granted or withheld in the City's sole discretion, provided, however, Developer may assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the City. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement to the Developer's lender for the Project without the consent of the City. In the event that any such lender forecloses on its collateral and succeeds to Developer, the City shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

J. Developer shall timely construct and complete the Project as its primary obligation under this Agreement. In the event of fire, damage or any other casualty to any part of the Project, Developer, or upon conveyance(s), the then successor owner(s) of the Property agrees, at its cost and expense, to rebuild, repair and replace the Project to substantially the condition or better than existed immediately prior to the casualty. The fair market value of the Project following reconstruction and/or repair by Developer must be substantially similar to the fair market value of the Project immediately prior to the casualty. Developer shall not be relieved of any of its obligations under the terms of this Agreement as a result of any fire, damage or any other casualty or during the period of repair or rebuilding or replacement of the Project. This obligation to repair, rebuild or replace shall remain in effect for a period expiring upon the later of: (i) the date of the expiration and closure of Tax Incremental District No. 8, City of Franklin, Wisconsin; or (ii) the date which is twenty (20) years after the date this Agreement is executed.

K. If the State laws regarding ad valorem taxation are amended or modified during the term of this Agreement such that the projected Tax Increments from the Property are materially reduced, i.e., seven percent (7%) or more, and there are no corresponding amendments or modifications to the Tax Increment Law to compensate for such reduction, the parties agree to work in good faith to consider amendments to this Agreement toward the end of rendering the respective positions of the parties generally equivalent to the positions set forth herein.

L. In the event that any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, then the other terms and provisions of this Agreement shall not be affected thereby and said terms and provisions shall remain in full force and effect.

M. This Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, prior to the recording of the mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and Property and any owner of all or any portion(s) of the Project and Property and their heirs, successors and assigns.

N. This Agreement shall be construed pursuant to the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the

venue for any disputes arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation.

[Signature page(s) follow.]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

JHB Properties, LLC:

By: _____
(Name and Title)
Date: _____

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2020, the above-named _____, the _____ of JHB Properties, LLC, to me known to be the persons who executed the foregoing agreement on behalf of JHB Properties, LLC and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

ZS Enterprises, LLC

By: _____
(Name and Title)
Date: _____

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2020, the above-named _____, the _____ of ZS Enterprises, LLC, to me known to be the persons who executed the foregoing agreement on behalf of ZS Enterprises, LLC and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

City of Franklin, Wisconsin

By: _____
Stephen R. Olson, Mayor
Date: _____

By: _____
Paul Rotzenberger, Director of Finance and
Treasurer
Date: _____

Attest: _____
Sandra L. Wesolowski, City Clerk
Date: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2020, the above-named Stephen R. Olson, Paul Rotzenberg and Sandra L. Wesolowski, Mayor, Director of Finance and Treasurer, and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney

Date: _____

This instrument was drafted by:

Brian R. Zimmerman, Esq.
and Jesse A. Wesolowski, City Attorney

EXHIBIT A

Property Legal Description

EXHIBIT A-1

Lots Depiction p. __ of Certified Survey Map No. _____

EXHIBIT B

Form of Certification of Completion
FORM OF CERTIFICATE OF COMPLETION

_____, 20__

City of Franklin

Attn: _____

Re: Certificate of Completion

Ladies & Gentleman,

This Certificate is being delivered pursuant to the Development Agreement dated as of _____, 2020 between the undersigned and the City of Franklin, Wisconsin.

The undersigned hereby certifies the Project has been completed in accordance with the requirements of the terms and conditions of the Development Agreement and that an occupancy certificate for the Project has been issued, a copy of which is attached hereto.

By: _____

Title: _____

EXHIBIT B-1
PUBLIC IMPROVEMENTS

EXHIBIT B-2

PUBLIC IMPROVEMENTS SCHEDULE

Public Improvements – Phase I Timeline

Approval of Developers Agreement	October 2020
Solicit bids for the installation of the Public Infrastructure	October 15, 2020
Public bid opening and award of contracts	November 5, 2020
Mobilization and begin to Install the Public Infrastructure	November 16, 2020
Substantial Completion of the Public Infrastructure	April 30, 2021

EXHIBIT C

INDUSTRIAL SPEC AND/OR COMMERCIAL USE BUILDINGS AND DEVELOPMENT SCHEDULE

Franklin Corporate Park – Phase I Timeline

Approval of Developers Agreement	October 2020
Solicit bids for the installation of the Public Infrastructure	October 15, 2020
Public bid opening and award of contracts	November 5, 2020
Mobilization and begin to Install the Public Infrastructure	November 16, 2020
Substantial Completion of the Public Infrastructure	April 30, 2021
Complete the sale of Lots 1 & 2 to HSA	April 5, 2021
Lots 4 & 5 listed for sale	November 2, 2020
Completion of a building by HSA on lots 1 & 2	November 24, 2021
Anticipated sale of lot 4 or 5	May 2021
Anticipated start of construction on lot 4 or 5	September 2021
Anticipated completion of a building on lot 4 or 5	April 2022
Anticipated sale of the remaining lot	May 2022
Anticipated start of construction on lot 4 or 5	September 2022
Anticipated completion of a building on remaining lot	May 2023

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

**JHB PROPERTIES, LLC AND ZS ENTERPRISES, LLC
FRANKLIN CORPORATE PARK MIXED USE DEVELOPMENT, PHASE I**

October 2020

**DEVELOPMENT AGREEMENT
FOR
JHB PROPERTIES, LLC AND ZS ENTERPRISES, LLC
FRANKLIN CORPORATE PARK MIXED USE DEVELOPMENT, PHASE I**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 2020, by and ZS Enterprises, LLC, a Wisconsin limited liability company, its successors and/or assigns, hereinafter, together and individually called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Developer desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Development"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"); and

WHEREAS, the Developer having applied to the City for approval of a Tax Incremental District No. 8 Development Agreement for a spec and/or commercial use building development, and the terms and provisions thereof providing that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, to wit: public water service, sanitary sewer service, stormwater sewer service and utilities including street lights; and

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

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

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

1. The legal description of the Development is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Developer shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Developer shall take bids, and award contracts (the "Improvements Contracts") for and install all

of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is Three Million, Seven Hundred Eighty Four Thousand, Seven Hundred Seventy Three and 28/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond issued on behalf of Developer's construction manager and such form shall be the choice of the Developer) in the initial amount of \$ 3,784,773.28, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from

the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Developer, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Development. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Developer.

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
 - (c) Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.
 - (d) To the extent necessary to accommodate public utilities easements on the Development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Development. All utilities shall be underground except for any existing utility poles/lines.
 - (e) The curb face to curb face width of the roads in the Development shall be as determined by the City Engineer.
 - (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Developer to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The

Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.

8. The Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Development, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period;

- (d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the City shall withhold from the payment to be made pursuant to the Development Agreement Article II (C.) a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.
14. (a) The Developer shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:
- (1) COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE - Coverage shall protect the Developer and all subcontractors retained by the Developer during the Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Developer or by any subcontractor retained by the Developer or by anyone directly or indirectly employed by either the Developer or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14.(a)(1) and Paragraph 14.(a)(2). The amounts of such insurance coverage shall be as follows:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence \$1,000,000 Aggregate
---------------	---

Property Damage	\$500,000 Per Occurrence \$500,000 Aggregate
-----------------	---

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

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence
---------------	--

Property Damage	\$500,000 Per Occurrence
-----------------	--------------------------

(b) The Developer shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. The Developer shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Development and that no future lot assessments or other types of special assessments of any kind will be made against the Development by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required by City of Franklin Specifications within the meaning of Sections 236.13(2)(a), 236.13(2)(b), and 236.13(2)(c) Wis. Stats.
18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.

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

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

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

SEALED IN PRESENCE OF: _____
[Developer/Entity]

By: _____
Name: _____
Title: _____

Party of the First Part

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally came before me this _____ (day) of _____, 20_____, the above named _____ of _____ and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said _____ by its authority.

or

This instrument was acknowledged before me on _____ (date) by _____ (name(s) of person(s)) as _____ (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed).

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

CITY OF FRANKLIN

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

COUNTERSIGNED:

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

Party of the Second Part

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

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

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

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

Form approved:

Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
[JHB PROPERTIES, LLC AND ZS ENTERPRISES, LLC
FRANKLIN CORPORATE PARK MIXED USE DEVELOPMENT, PHASE I**

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

EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
FOR
JHB PROPERTIES, LLC AND ZS ENTERPRISES, LLC
FRANKLIN CORPORATE PARK MIXED USE DEVELOPMENT, PHASE I

LEGAL DESCRIPTION
OF DEVELOPMENT

Beginning at the northwest corner of the Southwest 1/4 of said Section 36;
Thence North 88°36'13" East along the north line of said Southwest 1/4, 2571.27 feet to the west right of way line of West Elm Road;
Thence South 00°21'34" East along said west right of way line, 30 00 feet to the south right of way line of said West Elm Road,
Thence North 88°36'13" East along said south right of way line, 60 01 feet to the east line of said Southwest 1/4,
Thence South 00°21'34" East along said east line, 1291 69 feet to the south line of the North 1/2 of said Southwest 1/4,
Thence South 88°35'41" West along said south line, 2831.14 feet to the west line of said Southwest 1/4;
Thence North 00°21'57" West along said west line, 1322 10 feet to the Point of Beginning.

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

Containing 3,475,821 square feet (79 7939 acres) of land Gross and 3,157,387 square feet (72.4836 acres) of land Net more or less

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
JHB PROPERTIES, LLC AND ZS ENTERPRISES, LLC
FRANKLIN CORPORATE PARK MIXED USE DEVELOPMENT, PHASE I

<p>GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT IMPROVEMENTS</p>
--

Description of improvements required to be installed to develop the [Name of] Development.

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

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

- 1. Grading of all lots and blocks within the Development in conformance with the approved grading plan. *S
- 2. Grading of the streets within the Development in accordance with the established street grades and the City approved street cross-section and specifications. *S
- 3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. *S
- 4. Sanitary sewer main and appurtenances in the streets and/or easement in the Development, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Development and drainage area. *S

5. Laterals and appurtenances from sanitary sewer main to each lot line; one for each lot as determined by the City. *S
6. Water main and fittings in the streets and/or easement in the Development, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Development and service area. *S
7. Laterals and appurtenances from water main to the street line; one for each lot, as determined by the City Engineer together with curb stop as specified by the City. *S
8. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S
9. Paved streets with curb and gutter in the Development to the approved grade and in accordance with the City specifications. *S
10. Concrete sidewalks in the Development to the approved grade and in accordance with the City specifications. *S
11. Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Development as approved by the City. *S
12. Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City. (N.A.)
13. Street trees. *S
14. Protective fencing adjacent to pedestrian ways, etc. (N.A.)
15. Engineering, planning and administration services as approved. *S
16. Drainage system as determined and/or approved by the City to adequately drain the surface water from the Development and drainage basin area in accordance with the master drainage plan and/or approved system plan. *S
17. Street lighting and appurtenances along the street right-of-way as determined by the City. *C
18. Street signs identifying the Development street in such locations and such size and design as determined by the City. *C
19. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
JHB PROPERTIES, LLC AND ZS ENTERPRISES, LLC
FRANKLIN CORPORATE PARK MIXED USE DEVELOPMENT, PHASE I

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

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

II. LOT SIZE AND UNIT SIZE

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

III. WATER SYSTEM

- A. Availability
 - 1. Each and every lot in the Development shall be served by a water main.
 - 2. The Developer shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Development as directed by the City Engineer.

3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.
4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.

B. Construction

1. All construction shall be in accordance with the specifications of the City.
2. Inspection of the work shall be at the Developer's expense.
3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

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

B. Availability

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

thereof by the adjacent property owners pursuant to Wis. Stat. § 66.0701 Special assessments by local ordinance, and §207.15. Special assessments, of the Municipal Code.

V. STORM DRAINAGE

A. Components

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

B. Endwalls

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

C. Outfalls and Retaining Walls

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

D. Responsibility of Discharged Water

1. The Developer shall be responsible for the storm drainage until it crosses the exterior property line of the Development or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.
2. However, if the Developer of the Development will, in the opinion of the City Engineer, cause water problems downstream from the Development which will reasonably require special consideration, the Developer shall comply with such terms as the City Engineer may require to prevent these problems. Said terms

shall be made part of those documents under the section titled "Special Provisions".

VI. STREETS

A. Location

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

B. Names

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

C. Construction

1. All streets shall be built in accordance with the specifications on file in the City Engineer's Office.
2. All streets shall be constructed with 8" of stone base and 4" of A/C binder course prior to Development certification. The 2" A/C surface course shall be installed when 90% of the lots within the Development have been built upon or at the discretion of the City Engineer.

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

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

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

D. Snow Removal and Ice Control

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

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

VII. EASEMENTS

A. Drainage

- 1. All drainage easements dedicated to the public shall be improved as follows:
 - a) Storm sewer or lined invert open channel, unless otherwise agreed upon by the Developer and the City.
 - b) Side slopes no steeper than 4:1.
 - c) Landscaped in accordance with the applicable City regulations and/or approvals conditions for the Development for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.
- 2. Pedestrian
 - a) The pedestrian walks shall be paved with chips as required by the City Engineer and shall be five (5) feet wide.
 - b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII. PERMITS ISSUED

A. Building Permits

- 1. No building permits shall be issued until:
 - a) The sanitary and storm sewer and water mains have been installed, tested and approved.
 - b) Drainage has been rough graded and approved.
 - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.
 - d) The plat has been recorded.

- e) All Development monuments have been set.
 - 2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.
- B. Occupancy Permits
- 1. No temporary occupancy permits shall be issued until:
 - a) Streets have been paved except for the final lift of asphalt.
 - b) The gas, telephone and electrical services have been installed and are in operation.
 - c) The water system is installed, tested and approved.
 - d) The site is stabilized and all drainage facilities have been re-certified.

IX. DEED RESTRICTIONS

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

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

- A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Development improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1¾

%) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00; and one-and-one-fourth percent (1¼ %) of said cost in excess of \$500,000.00. At the demand of the Developer or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the City Engineer.

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

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
FOR JHB PROPERTIES, LLC AND ZS ENTERPRISES, LLC
FRANKLIN CORPORATE PARK MIXED USE DEVELOPMENT, PHASE I

ESTIMATED IMPROVEMENT COSTS

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

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

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$667,902.73
Sanitary System	<u>234,900.00</u>
Water System	<u>363,400.00</u>
Storm Sewer System	<u>274,900.00</u>
Paving (including sidewalk)	<u>862,200.00</u>
Street Trees (80 x \$400/lot)	<u>32,000.00</u>
Street Lights (3) @ approximately \$5,000/ea.	<u>15,000.00</u>
Street Signs (56)	<u>11,000.00</u>
Underground Electric, Gas and Telephone	<u>470,000.00</u>
Retention Basin	123,000.00
SUBTOTAL	\$3,054,302.73
Engineering/Consulting Services	111,000.00
Municipal Services (7% of Subtotal)	8,610.00
Contingency Fund (20% of Subtotal)	610,860.55
TOTAL:	3,784,773.28

Total: Three Million, Seven Hundred Eighty Four Thousand, Seven Hundred Seventy Three and 28/100 Dollars.

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

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR JHB PROPERTIES, LLC AND ZS ENTERPRISES, LLC
FRANKLIN CORPORATE PARK MIXED USE DEVELOPMENT, PHASE I

**ADDITIONAL DEVELOPMENT
REQUIREMENTS**

1. The Developer agrees that it shall pay to the City of Franklin the street light installation and underground wiring costs as determined by the WE Energies Company for three (3) 100-watt ornamental sodium vapor light(s).
2. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
3. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
4. The Developer agrees to pay the City for street trees planted by the City on W. Aspen Way, S. Hickory Street and S. Birch Street at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Developer, the Developer's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this agreement because the Developer will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
6. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
8. Prior to commencing site grading, the Developer shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the

site to prevent siltation downstream from the site. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.

9. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
10. The Developer shall install a 12-inch diameter water main on S. Hickory Street, W. Aspen Way and S. Birch Street from the existing water main located at W. Elm Road of the Development. The City shall reimburse to the Developer the cost of the oversize portion of the installation (over an 8" diameter as calculated by the City Engineer) in five equal annual installments, without interest, beginning the February 15th following the completion of the installation, its placement into operation and the final acceptance of same by the City Engineer. The City also agrees to enter into an agreement with the Developer which may reimburse to the Developer the cost of the non-oversize portion of the installation based upon the collection of the pro-rated cost for such abutting property owners that connect to the water main on W. Elm Road installed by the Developer. The pro-ration shall be upon a front foot basis. Such non-oversize cost reimbursement shall only be made by the City to the Developer upon the City's receipt of such pro-rated costs from an abutting property owner within ten years from the final acceptance of the installation by the City Engineer. Such non-oversize cost reimbursement shall not include interest, shall not be made after the expiration of the aforesaid ten years and shall in no way be guaranteed by or be an obligation of the City other than to pay to the Developer such pro-rated costs if received as aforesaid.
11. Prior to commencing any land disturbance, the Developer shall employ a forestry expert approved by the Environmental Commission to review the development and during the development process make periodic inspections to monitor the activity relative to the protection of the woodlands. Periodic reports shall be furnished to the Environmental Commission, Planning Manager and City Engineer, the purpose of these requirements being to ensure compliance with the Unified Development Ordinance.
12. The Developer shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
13. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer and/or owners association.
14. The Developer shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the UDO, prior to recording of the Final Plat. The Developer is responsible to recertify the storm water

management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.

15. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing detention basin and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.
16. Construction Requirements:
 - a) Prior to any construction activity on the site, Developer shall prepare a gravel surfaced parking area within the boundaries of the site.
 - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from W. Elm Road.
17. The Developer shall provide for the connection to the existing W. Elm Road and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
JHB PROPERTIES, LLC AND ZS ENTERPRISES, LLC
FRANKLIN CORPORATE PARK MIXED USE DEVELOPMENT, PHASE I

CONSTRUCTION SPECIFICATIONS

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

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

RESOLUTION NO. 2020-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
TAX INCREMENTAL DISTRICT NO. 8 DEVELOPMENT AGREEMENT AND A
DEVELOPMENT AGREEMENT FOR TAX INCREMENTAL DISTRICT NO. 8
RELATED PUBLIC IMPROVEMENTS BETWEEN THE CITY OF FRANKLIN, JHB
PROPERTIES, LLC AND ZS ENTERPRISES, LLC, SPEC AND/OR COMMERCIAL
BUILDINGS MIXED USE DEVELOPMENT

WHEREAS, JHB Properties, LLC and ZS Enterprises, LLC have proposed a Spec and/or Commercial Buildings Mixed Use Development at the south side of West Elm Road in the approximately South 3500 Street block area to the west, to be bounded on the north by West Elm Road to be extended to the west, and South Hickory Street on the east, and to straddle South Birch Street and West Aspen Way, all to be developed within the Franklin Corporate Park area within Tax Incremental District No. 8; and

WHEREAS, City staff and developer representatives have prepared agreements for the proposed development to proceed, and staff recommends approval thereof, subject to minor and technical changes approved by the City Engineer and the City Attorney; and

WHEREAS, the Common Council having considered the agreements and having found same to be reasonable and in furtherance of the development in the interest of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development, and the Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development (Public Improvements), subject to minor and technical changes approved by the City Engineer and the City Attorney, be and the same are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, the Director of Finance and Treasurer and the City Clerk be and the same are hereby authorized to execute and deliver the Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development, and the Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development (Public Improvements).

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of the Tax Incremental District No. 8 Development Agreement Between the

City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development, and the Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Spec and/or Commercial Buildings Mixed Use Development (Public Improvements), in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE October 20, 2020
REPORTS AND RECOMMENDATIONS	<p style="text-align: center;">Address Employee Complaint.</p> <p>The Common Council may enter closed session 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.</p>	ITEM NUMBER <i>G.12.</i>

COUNCIL ACTION REQUESTED

A motion to enter closed session 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.

Blank Page

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/20/2020
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of October 20, 2020.

COUNCIL ACTION REQUESTED



414-425-7500

**License Committee
Agenda***

Aldermen's Room

October 20, 2020 – 6:00 p.m.

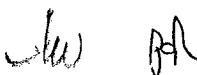
1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
License Applications Reviewed		Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2020-2021 New 6:05 p.m.	Marinez, Rachel M (AKA Rachel Luebke) 2561 S. 13 th St. Milwaukee, WI 53215 Hideaway Pub & Eatery			
Operator 2020-2021 New	D'Acquisto, Frank S 3322 S. 9 th St Milwaukee, WI 53215 Mimosa			
Operator 2020-2021 New	Istines, Nicholas D 17285 Ely Ct Brookfield, WI 53045 Honey Butter Café			
Operator 2020-2021 New	Karampelas, Elizabeth E. 1435 S. Rock Pl New Berlin, WI 53151 Honey Butter Café			
Operator 2020-2021 New	Kochan, Lori A. 508 W. Main Street Waterford, WI 53185 Swiss Street Pub & Grille			
Operator 2020-2021 New	Rangel, Owen P. 8024 S. Chapel Hill Dr Franklin, WI 53132 Pick'n Save #6431			
Operator 2020-2021 New	Sanders, Stephanie L. 7986 S. Scepter Dr. Franklin, WI 53132 Pick'n Save #6431			
Operator 2020-2021 New	Thiem, Jaiden S. 6722 Crocus Court Apt. 2 Greendale, WI 53129 Crossroads II Pizza & Subs			
Operator 2020-2021 New	Wall, Jennifer E. 11021 W. Denis Ave. Hales Corners, WI 53130 Honey Butter Café			
Operator 2020-2021 Renew	Holterman, Amanda M. S110W14718 Union Church Dr. Muskego, WI 53150 Honey Butter Café			

Type/ Time	Applicant Information	Approve	Hold	Deny
Change of Agent 2020-2021	Pick 'n Save #6431 Joey D Merchan 8164 S. Legend Dr Franklin, WI 53132			
3.	Adjournment			
		Time		

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

BLANK PAGE

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/20/2020
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I,</i>

Attached are vouchers dated October 2, 2020 through October 15, 2020 Nos. 180004 through Nos. 180146 in the amount of \$ 1,044,190 91. Also included in this listing are EFT's Nos 4413 through Nos 4422, Library vouchers totaling \$ 8,149 83 and Water Utility vouchers totaling \$ 21,761.38

Early release disbursements dated October 2, 2020 through October 14, 2020 in the amount of \$ 361,842 28 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

The net payroll dated October 9, 2020 is \$ 405,916 90 previously estimated at \$ 400,000 00 Payroll deductions dated October 9, 2020 are \$ 235,147.95 previously estimated at \$ 230,000 00.

The estimated payroll for October 23, 2020 is \$ 419,000 00 with estimated deductions and matching payments of \$ 455,000.00.

Attached is a list of property tax disbursements Nos 17921 dated October 1, 2020 through October 15, 2020 in the amount of \$ 618 18

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of October 15, 2020 in the amount of \$ 1,044,190 91 and
- Payroll dated October 9, 2020 in the amount of \$ 405,916 90 and payments of the various payroll deductions in the amount of \$ 235,147 95 plus City matching payments and
- Estimated payroll dated October 23, 2020 in the amount of \$ 419,000 00 and payments of the various payroll deductions in the amount of \$ 455,000.00, plus City matching payments and
- Property Tax disbursements with an ending date of October 15, 2020 in the amount of \$ 618 18

ROLL CALL VOTE NEEDED