

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, SEPTEMBER 1, 2020 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes - Regular Common Council Meeting of August 18, 2020.
- D. Hearings.
- E. Organizational Business – Mayor has Made the Following Appointment for Council Confirmation:
Jamie Groark, 7971 Chapel Hill Ct. S., Ald. Dist. 2 – Environmental Commission, 3 year unexpired term expiring 04/30/22.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Consent Agenda:
 - (a) Request to Purchase Air Conditioner Unit for Police Department Server Room.
 - (b) List of Donations for July and August, 2020 to Police and Fire Departments.
 - (c) A Resolution to Authorize Change Order No. 2 for the S. 68th Street Vertical Alignment Improvements Project in the Amount of \$27,741.01 Savings.
 - 2. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for the Operation of a Drive-In Theater Upon Property Located at 7035 South Ballpark Drive (Michael E. Zimmerman/The Rock Sports Complex, LLC/BPC County Land, LLC, Applicants, BPC County Land, LLC, Property Owner).
 - 3. A Resolution Authorizing the Change of the Designation of Outlot 1 of Certified Survey Map No. 6596 to a Buildable Lot, for the Property Located on the North Side of West Rawson Avenue at Approximately Fieldstone Court (Tax Key No. 748-9997-007). (Michael H. Dilworth, Owner of FHCC, LLC, Applicant).
 - 4. A Resolution Conditionally Approving a Certified Survey Map to Change the Designation of Outlot 1 Upon Certified Survey Map No. 6596 to that of a Buildable Lot, Being a Redesignation of Outlot 1 of Certified Survey Map No. 6596, Being a Part of the Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East in the City of Franklin, County of Milwaukee, State of Wisconsin (North Side of West Rawson Avenue at Approximately Fieldstone Court).
 - 5. A Resolution to Amend Resolution No. 2019-7526, a Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Two-Family Residential Side by Side Ranch Townhome Use Upon Property Located at 10504 West Cortez Circle, to Extend the

- Time for the Obtaining of the Issuance of a Building Permit (Gregory D. Nisenbaum, President of Nisenbaum Homes & Realty, Inc., Applicant).
6. Authorization for the Director of Health and Human Services to Sign Affiliation Agreement with Alverno College to Host Nursing and Health Education Students.
 7. Authorization for the Director of Health and Human Services to accept the Centers for Disease Control (CDC) COVID-19 Response Supplemental Funding.
 8. The Director of Health and Human Services Recommends the Authorization to Execute a Service Agreement with the Milwaukee County Office of Emergency Management Emergency Medical Services Division for Medical Services Related to COVID-19 Testing.
 9. An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budgets for the Capital Improvement Fund to Move \$30,000 of Contingency Appropriations for the S. 68th Street Vertical Alignment Improvements and \$7,000 for the W. Rawson Avenue Street Light Projects.
 10. Engage Ehlers & Associates for Dissemination Agent Agreement for Issuer Continuing Disclosure Services for 2021 Required Under Securities and Exchange Commission Rule 15c2-12.
 11. Establish 2020 Trick or Treat.
 12. Population Estimate as of January 1, 2020.
 13. Request for Authorization to Purchase One Additional DS200 Ballot Scanner and Tabulator for Central Count Absentee Processing.
 14. Report on Expenditures Related to the COVID-19 Public Health Emergency Thru August 28, 2020.
 15. July 2020 Monthly Financial Report.
 16. Recommendation from the Committee of the Whole Meeting of August 31, 2020:
 - (a) Potential Acquisition of Property 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.
 - (b) Wholesale Public Water Supply to Franklin 2024.
 - (c) Standards, Findings and Decision of the City of Franklin Common Council Upon the Application of Mills Hotel Wyoming, LLC, Applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance; A Resolution Conditionally Approving a 2 Lot Certified Survey Map, Being All of Lot 84 in Ryan Meadows, Located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Mills Hotel Wyoming, LLC, Applicant) (Generally on the East Side of Monarch Drive, South of Chicory Street, Area Commonly Known as Area G); and Site Plan application by Copart of Connecticut, Inc. to allow for construction of a 7,200 square foot building and vehicle storage yard for Copart, Inc. (on approximately 44-acres upon or adjacent to the afore described properties), approved at the May 7, 2020 Plan Commission meeting, conditioned in part on the approval of a concurrent rezoning application (Mills Hotel Wyoming, LLC, Applicant) (for a portion of the afore described

properties), which was denied by the Common Council on May 19, 2020 (all related to properties within the Bear Development Ryan Meadows Development.

(d) 2021 Budget Kick-Off Information.

17. Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec 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, Industrial Spec 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, Industrial Spec Buildings Mixed Use Development and a Development Agreement for JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec 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.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of September 1, 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:

September 3	Plan Commission Meeting	7:00 p.m.
September 7	Labor Day	City Hall Closed
September 15	Common Council Meeting	6:30 p.m.
September 17	Plan Commission Meeting	7:00 p.m.
October 6	Common Council Meeting	6:30 p.m.
October 8	Plan Commission Meeting	7:00 p.m.

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CITY OF FRANKLIN
COMMON COUNCIL
AUGUST 18, 2020
MINUTES

C.

ROLL CALL

A. The regular meeting of the Common Council was held on August 18, 2020, and was called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderwoman Kristen Wilhelm (by telephone), Alderwoman Shari Hanneman, Alderman Mike Barber (by telephone), and Alderman John R. Nelson. Excused was Alderman Dan Mayer. Also present were Dir. of Administration Peggy Steeno, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

CITIZEN COMMENT

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

MINUTES
AUGUST 4, 2020

C.1. Alderman Barber moved to approve the minutes of the regular Common Council meeting of August 4, 2020, as presented at this meeting. Seconded by Alderman Dandrea.

Alderwoman Wilhelm moved to amend the minutes to correct Item G.8. as distributed at this meeting. Seconded by Alderman Nelson. On roll call, Alderman Dandrea, Alderwoman Wilhelm, Alderwoman Hanneman, and Alderman Nelson voted Aye; Alderman Barber voted No. Motion carried.

On the main motion to approve the minutes as amended, Alderman Nelson, Alderwoman Hanneman, Alderwoman Wilhelm, and Alderman Dandrea voted Aye; Alderman Barber voted No. Motion carried.

BALLPARK COMMONS
UPDATE

G.1. No action was taken on an update presented by Mike Zimmerman relating to the Ballpark Commons project.

RES. 2020-7660
FIRE STATION
ALERTING SYSTEM

G.2. Alderwoman Wilhelm moved to adopt Resolution No. 2020-7660, A RESOLUTION TO AWARD THE 2020 FIRE STATION ALERTING SYSTEM INSTALLATION PROJECT TO INTEGRAL BUILDING SYSTEMS, INC. IN THE AMOUNT OF \$23,819.11. Seconded by Alderman Nelson. All voted Aye; motion carried.

ORD. 2020-2443
AMEND UDO FOR
PDD 10 (RIVERWOOD
VILLAGE-BOURAXIS)

G.3. Alderwoman Wilhelm moved to determine the proposed amendment for Riverwood Village-Bouraxis (Milwaukee Habitat for Humanity Restore be a minor amendment. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

Alderwoman Wilhelm moved to adopt Ordinance No. 2020-2443, AN ORDINANCE TO AMEND 15-3.0415 OF THE UNIFIED

DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 10 (RIVERWOOD VILLAGE-BOURAXIS) TO ALLOW FOR BUILDING EXTERIOR CHANGES AND TO PERMIT SOUTH ELEVATION SIGNAGE FOR MILWAUKEE HABITAT FOR HUMANITY RESTORE (DOMINIC JAEHNKE, DIRECTOR OF RESTORE, MILWAUKEE HABITAT FOR HUMANITY, INC., APPLICANT) (6939 WEST RIVERWOOD BOULEVARD). Seconded by Alderman Dandrea. All voted Aye; motion carried.

PREFERENCES TO
WIS. DOT FOR S.
LOVERS LANE RD.
FRONTAGE ROAD

G.4. Alderman Nelson moved to direct staff to inform the Wisconsin Department of Transportation on preferences to one-way, northbound for the frontage road along S. Lovers Lane Road (U.S. 45/STH 100) from W. Herda Place to S. Phyllis Lane. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

RES. 2020-7661
CONSERVATION
EASEMENT-SCOTT &
SUSANNE MAYER

G.5. Alderman Nelson moved to adopt Resolution No. 2020-7661, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A CERTIFIED SURVEY MAP FOR SCOTT A. MAYER AND SUSANNE MAYER AT 9533 W. RYAN ROAD, subject to technical corrections by the City Attorney. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried. All voted Aye; motion carried.

RES. 2020-7662
CHANGE ORDER NO. 1-
WANASEK-RYAN
CREEK INTERCEPTOR

G.6. Alderman Nelson moved to adopt Resolution No. 2020-7662, A RESOLUTION TO ISSUE CHANGE ORDER NO. 1 TO THE WANASEK CORPORATION FOR THE RYAN CREEK INTERCEPTOR ODOR REDUCTION PROJECT IN THE AMOUNT OF \$9,030. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2020-7663
WDNR NR-208
COMPLIANCE

G.7. Alderwoman Hanneman moved to adopt Resolution No. 2020-7663, A RESOLUTION APPROVING THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR-208 COMPLIANCE MAINTENANCE REPORT FOR 2019. Seconded by Alderman Nelson. All voted Aye; motion carried.

ORD. 2020-2444
AMEND ORD. 2019-2398
POLICE SOFTWARE
UPGRADE

G.8. Alderman Barber moved to adopt Ordinance No. 2020-2444, AN ORDINANCE TO AMEND ORDINANCE NO. 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO MOVE \$10,800 FROM CONTINGENCY APPROPRIATIONS TO POLICE SOFTWARE AND CREATE A GRANT RESOURCE FOR \$16,130 TO UPGRADE THE 9-1-1 EMERGENCY SYSTEM. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

- ORD. 2020-2445
APPROPRIATIONS FOR
MUNICIPAL BUILDING
INSPECTION PROJECT
- G.9. Alderman Dandrea moved to adopt Ordinance No. 2020-2445, AN ORDINANCE TO AMEND ORDINANCE NO. 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND TO MOVE CONTINGENCY APPROPRIATIONS FOR THE MUNICIPAL BUILDING INSPECTIONS PROJECT. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.
- S. 68TH ST. VERTICAL
ALIGNMENT
IMPROVEMENTS
W. RAWSON AVE.
STREET LIGHT PROJECT
- G.10. No action was taken on an Ordinance to amend Ordinance No. 2019-2398, An Ordinance Adopting the 2020 Annual Budgets for the Capital Improvement Fund to Move \$30,000 of Contingency Appropriations for the S. 68th St. Vertical Alignment Improvements and \$7,000 for the W. Rawson Avenue Street Light Projects.
- EASEMENT
W. RAWSON AVE. AND
S. 27TH ST.
- G.11. Alderwoman Wilhelm moved to direct Planning and Economic Development Department staff to review easement documents for options that could create improvements on the W. Rawson Avenue and S. 27th Street property easements, including review of applicable ordinances, easements purchase, or any other options staff and legal Counsel believe are appropriate to improve the City's image, and report back to the Common Council with an update no later than October 6, 2020. Seconded by Alderman Barber. All voted Aye; motion carried.
- ORD. 2020-2446
DONATIONS-POICE
DEPT.
- G.12. Alderwoman Hanneman moved to adopt Ordinance No. 2020-2446, AN ORDINANCE TO AMEND ORDINANCE NO. 2019, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE DONATIONS FUND TO PROVIDE \$15,000 OF CAPITAL APPROPRIATIONS FOR THE POLICE DEPARTMENT. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.
- COVID-19
EXPENDITURES
- G.13. No action was taken on the report on expenditures related to the COVID-19 Public Health Emergency through August 14, 2020.
- RESCHEDULE NOV. 3
GENERAL ELECTION
- G.14. Alderman Barber moved to reschedule the November 3, 2020, Common Council meeting to November 2, 2020, due to the General Election. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- LICENSES AND
PERMITS
- I.1. Alderman Nelson moved to approve the following license recommendations from the License Committee meeting of August 18, 2020:
- Entertainment and Amusement application from Swiss Street Pub & Grill, John Trudeau, Agent, 11430 W. Swiss Street, back parking lot music on the weekends, Friday and Saturday from 7:00 p.m. to

10:00 p.m. and Sunday from 1:00 p.m. to 5:00 p.m. contingent upon attendance of 50 or less people, ambient music only, and applicant's written response to Department comments;

Temporary Entertainment and Amusement application from The Landmark, Lori Knack-Helm, Agent, 11401 W. Swiss Street, on September 5 and 6, 2020, from 12:00 noon to 10:00 p.m., contingent upon attendance of 50 or less people, ambient music only and no food, and applicant's written response to Department comments;

Temporary Entertainment Amusement application from Mulligan's Irish Pub & Grill, Brian Francis, Agent, 8933 S. 27th Street, on September 12, 2020, from 9:00 a.m. to 10:00 p.m. consisting of the car show only;

Grant Operator's licenses to John Lehman, 1301 S. 76th St., West Allis; Daniel Rodriguez, 8014 W. Hilltop Ln.; Dale Hasenstein, 3033 S. 91st St., West Allis, with a warning letter from the City Clerk; Destanie Evans, 726 Marquette Ave., South Milwaukee; Savannah Perelgut, 7415 S. 37th Pl.; and Aksh Singh, 8609 W. Forest Hill Ave.; and

Deny Heather Borger, 511 Montana Ave., South Milwaukee (action to be clarified at 9/01/2020 License Committee and Common Council meetings).

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

VOUCHERS AND
PAYROLL

- H.1. Alderman Dandrea moved to approve the following: City vouchers with an ending date of August 13, 2020, in the amount of \$1,921,543.87; and payroll dated August 14, 2020, in the amount of \$410,466.60 and payments of the various payroll deductions in the amount of \$242,873.80 plus City matching payments; and estimated payroll dated August 28, 2020, in the amount of \$400,000.00 and payments of the various payroll deductions in the amount of \$550,000.00 plus City matching payments; and property tax disbursements with an ending date of August 13, 2020, in the amount of \$9,000,000.00; and approval to release payments to miscellaneous vendors in the amount of \$51,806.27; and approval to release tax transfer from American Deposit Management in the amount of \$3,200,000.00; and approval to release tax settlements in the amount of \$9,552,102.39. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

CLOSED SESSION

- G.12. Alderman Barber moved to enter closed session at 7:26 p.m. 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, Industrial Spec Buildings Mixed Use Development and a Development Agreement for JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec 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 79.79 acres, 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, all voted Aye. Motion carried.

The Common Council reentered open session at 7:41 p.m.

ADJOURNMENT

- J. Alderman Dandrea moved to adjourn the meeting at 7:42 p.m. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

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<p>APPROVAL</p> <p><i>Sw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>09-1-20</p>
<p>ORGANIZATIONAL BUSINESS</p>	<p>Boards and Commissions Appointments</p>	<p>ITEM NUMBER</p> <p><i>E.</i></p>

The Mayor has made the following appointment for Council confirmation:

Jamie Groark, 7971 Chapel Hill Ct. S., Ald. Dist. 2 – Environmental Commission, 3 year unexpired term expiring 04/30/2022.

COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral appointment:

Jamie Groark, 7971 Chapel Hill Ct. S., Ald. Dist. 2 – Environmental Commission, 3 year unexpired term expiring 04/30/2022.

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Sunday, August 23, 2020 9:58 PM
To: Lisa Huening, Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Jamie Groark
PhoneNumber:
EmailAddress: groark.jamie@gmail.com
YearsasResident: 1
Alderman: 2
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: yes
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Whitnall School District
CompanyAddressJob1: 5600 S 116th St
TelephoneJob1: 414-525-8500
StartDateandPositionJob1: 8/2018- Chemistry/Environmental
EndDateandPositionJob1: Currently employed
CompanyNameJob2: Pius XI Catholic High School
AddressJob2: 134 N 76th St Milwaukee WI
TelephoneJob2: 414-290-7000
StartDateandPositionJob2: 8/17 Environmental/ Astronomy/ Biology

EndDateandPositionJob2: 6/18- Same
CompanyNameJob3: Wauwatosa West High School
AddressJob3: 11400 W Center St
TelephoneJob3: 414-773-3000
StartDateandPositionJob3: 8/15 Chemistry Teacher
EndDateandPositionJob3: 6/17 Chemistry Teacher
Signature: Jamie Groark
Date: 08/23/2020
Signature2: Jamie Groark
Date2: 08/23/2020
Address: 7971 Chapel Hill Ct S
PriorityListing:

WhyInterested: As a new resident of Franklin, my first interest is the ability to give back to community. I feel that the environment committee, fits my background the best and has a vacancy. I have a bachelors degree in Environmental Science from Carroll University, in which I would like to use to help my community. A high school science teacher at , in which I developed environmental science curriculum looking at community impacts on the environment and social and fiscally responsive resolutions. I am also a member of the Whitnall School Forest Committee and work with the Greenfield arborist and Arbor Day committee looking for ways to redevelop the forest to native trees and plants, and add more learning stations/outdoor classrooms and planning yearly forest field trips for the elementary school.

DescriptionofDutiesJob1: Taught AP Environmental Science, Biology and astronomy courses.
DescriptionofDutiesJob2: Taught chemistry classes

AdditionalExperience: In addition, to working as a teacher, I also hold licenses for principle, and curriculum and instruction, with these licenses I hold vary positions on committees within the Whitnall District. During my time at Carroll University, I was apart of a team that studied the Sustainability of the University, looking at adding various strategies from composting in cafeterias, green roofs, researching varied methods of snow removal, the cost of recycling and the cost of adding solar panels, wind mills etc. I am also the head of the concessions for the Whitnall Boosters, this entails keeping inventory and volunteers for sporting events, in addition to ordering merchandise. My hobbies (when I have time) I like spending time with my family whether it is camping, hiking, a road trip, or a relaxing day at home. I enjoy a brewery tour every now and then, or a craft night with friends. I love keeping my family involved in the community, like dance at Glencastle, rec sports, or rides on the trails.

ClientIP: 70.92.5.33
SessionID: arhajcjjkn23urdekpgftir

[See Current Results](#)

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<p>APPROVAL</p> <p><i>slu</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>9/1/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Request to purchase Air Conditioner Unit for Police Department Server Room</p>	<p>ITEM NUMBER</p>

An air conditioning unit & installation for the police department computer server room was approved in the 2020 Capital Outlay Budget. The upgrade is needed as the current A/C is unable to keep the server room and servers cool enough to avoid malfunctions. Up to \$24,000 was approved for this project.

Thielmann and Son Heating & Cooling submitted a bid for \$10,988.00 (Attached).

Fiscal Note: There is a \$24,000 2020 Capital Outlay appropriation for this project

COUNCIL ACTION REQUESTED:

Move to allow the police department to purchase an air condition unit and its installation for its computer server room for a cost not to exceed \$24,000.



Burlington 262-763-2653



THIELMANN & SON
HEATING & COOLING
SINCE 1929

New Berlin 262-786-2000
Hartford 262-673-2500



Oak Creek 414-764-4700
Waterford 262-534-5568

PROPOSAL SUBMITTED TO City of Franklin Police Dept – Attn: Captain Craig Liermannn		PHONE (414) 858-2617	DATE 08/17/2020
STREET 9455 W. Loomis Rd		JOB NAME	
CITY, STATE and ZIP CODE Franklin, WI 53132-9690		JOB ADDRESS	
EMAIL ADDRESS cliermann@franklinwi.gov	DATE OF PLANS	JOB CONTACT	ALTERNATE PHONE

SERVER ROOM COMMERCIAL AC OPTION

Ductless System

OUTDOOR UNIT: Mitsubishi P-Series (Commercial) PUYA36NKA7, 1:1, 36,000 BTU, 15.1 SEER, 56 DBA, Ductless Cooling System W/Pad, 4X4's, Crane Rental & Drain to Existing Condensate Pump
**NOTE: The Outdoor Unit Will Be Located on Roof*

INDOOR UNITS:

ZONE 1: Mitsubishi P-Series (Commercial) PKAA36KA7, 36,000 BTU, High Wall, 19 DBA Indoor Head W/3 Fan Speeds & MHK2 Wireless Traditional Thermostat
**NOTE: Indoor Unit Will Replace Existing Hi-Wall Unit - Unit Will Auto Re-Start After Power Failure*

LOW AMBIANT COOLING (100% COOLING CAPACITY TO -40F DEGREES): (2) WB-PA3 Front Wind Baffles, (1) WB-SD6 Side Wind Baffle, & (1) WB-RE6, Rear Wind Baffle

Ductless System Price W/Permits & Electrical: \$10,988.00 (Check/Cash)
**INCLUDES CRANE RENTAL*

*THE ABOVE PRICES INCLUDE: Outdoor Unit, Indoor Head, Refrigerant line, Drain Line, Thermostat, Pad, 4X4'S, Communication Wire, High Voltage Electrical, Crane Rental & HVAC Permit

**5 YEAR PARTS, SEVEN YEAR COMPRESSOR & ONE LABOR WARRANTY ON MITSUBISHI EQUIPMENT*

JOB NOTES: 50' REFRIGERANT LINE, (2) 8' TREATED 4X4'S, PAD, COMMUNICATION WIRE, 5' DRAIN TUBING, MHK2 THERMOSTAT, CRANE RENTAL,

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of \$
 Payment to be made as follows Due Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Salesman Signature Dave Viegut

Note. This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature _____

Customer Signature _____

Date of Acceptance _____

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Sept 1, 2020
REPORTS & RECOMMENDATIONS	List of Donations for July and August, 2020 to Police, and Fire	ITEM NUMBER <i>5116</i>

Background

Various residents and businesses contribute to City activities to assist the Police and Fire Departments. Following is a list of donors who contributed during July & August, 2020.

Date	Who	reference #	Amount
Police - Donations			
07/13/2020	KRESOVIC, MIRA	157015	50.00
08/03/2020	MARTINEZ, PHILLIP	157622	10.90
08/12/2020	MEYERS, MACKENZIE	157872	15.00
08/13/2020	VICTORY OF THE LAMB INC	157914	<u>14,700.00</u>
	Total		14,775.90
Fire Prevention			
07/08/2020	LAUER, EILEEN	156896	15.00
07/08/2020	KRESOVIC, MIRA	156897	<u>50.00</u>
	Total		65.00
	Total Donations		<u>14,840.90</u>

COUNCIL ACTION REQUESTED

Motion to acknowledge and accept donations received during July and August, 2020 to the Police and Fire Departments.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE September 1, 2020
Reports & Recommendations	RESOLUTION TO AUTHORIZE CHANGE ORDER NO. 2 FOR THE S. 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS PROJECT IN THE AMOUNT OF \$27,741.01 SAVINGS	ITEM NO. <i>G.l.c.</i>

BACKGROUND

Construction is completed for the S. 68th Street Vertical Alignment Improvements. Wanasek Corporation is the Contractor. At the January 7, 2020, meeting when the \$298,430.00 project was awarded to Wanasek, an additional 10% was budgeted for a total project of \$328,273.00.

A Change Order No. 1 was issued in July for additional stone to stabilize some soft soils. The final quantities have been audited and a Final Change Order No. 2 to accommodate the changes has been prepared.

ANALYSIS

There are 30 items that differed in quantity. The list is attached to the change order.

- \$298,430.00 Initial Contract
- \$321,413.74 Contract amount after Change Order No. 1
- \$293,672.73 Final audited unit quantities
- \$ 27,741.01 Savings for Change Order No. 2

OPTIONS

Authorize Change Order No. 2;

FISCAL NOTE

The Capital Improvement fund has \$300,000 appropriated for this project. A 10% allowance for contingencies brought the total project budget to \$328,273.00. The savings will be added to the contingency fund.

RECOMMENDATIONS

Resolution 2020-_____ a resolution to authorize Change Order No. 2 for the S. 68th Street Vertical Alignment Improvements Project in the amount of \$27,741.01 savings.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

RESOLUTION TO AUTHORIZE CHANGE ORDER NO. 2 FOR THE S. 68TH STREET
VERTICAL ALIGNMENT IMPROVEMENTS PROJECT IN THE AMOUNT OF
\$27,741.01 SAVINGS

WHEREAS, Wanasek Corporation is finished constructing the S. 68th Street Vertical Alignment Improvements Project; and

WHEREAS, the unit price project has been audited for final quantities; and

WHEREAS, 30 items had final quantities that differed from the planned quantities.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the certain officials be authorized to issue Change Order No. 2 for the S. 68th Street Vertical Alignment Improvements Project in the amount of \$27,741.01 savings.

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

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 _____

CHANGE ORDER
CITY OF FRANKLIN
DEPARTMENT OF ENGINEERING

Change Order No: 02

Dated: August 26, 2020

PROJECT NAME S. 68th Street Vertical Alignment Improvements

PROJECT LOCATION S. 68th Street- Franklin, WI

CONTRACTOR: The Wanasek Corporation

Nature of the Changes: Final quantities as required and measured for project, see attached spreadsheet for final quantities

These changes result in the following adjustment of Contract Price and Contract Time: (CITY CONTRACT ONLY)

Original Contract Price: \$298,430.00

Contract price prior to this change order: \$321,413.74

Current contract price including this change order: \$293,672.73

Net **DECREASE** resulting from this change order: \$27,741.01

Net (Increase/Decrease) in time resulting from this Change Order Increase 0 calendar days

The above changes are Approved by:

Mayor

City Clerk

Contractor:

By: Stephen R. Olson

By: Sandra L. Wesolowski

By: _____

Date: _____

Date: _____

Date: _____

Director of Finance & Treasurer

City Attorney

By: Paul Rotzenberg

By: Jesse A. Wesolowski

Date: _____

Date: _____

BID SUMMARY

S. 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS

CITY OF FRANKLIN- AUGUST 26, 2020

Item Number	Item Description	Plan Quantity	Units	Unit Price	Actual Quantity	Price Adjustment
ROADWAY						
201 0105	Clearing	5	STA	\$ 370.00	2.50	\$ (925.00)
201 0205	Grubbing	5	STA	\$ 370.00	2.50	\$ (925.00)
204 0100	Removing Pavement / DWY REMOVAL	273	SY	\$ 8.00	276.70	\$ 29.60
204 0115	Removing Asphaltic Surface Butt Joints / milling if we didn't pave with the road program	500	SY	\$ 6.00	0.00	\$ (3,000.00)
305 0110	Base Aggregate Dense 3/4-Inch	43	TON	\$ 80.00	0.00	\$ (3,440.00)
305 0120	Base Aggregate Dense 1 1/4-Inch	1075	TON	\$ 22.00	1116.57	\$ 914.54
416 0170	Concrete Driveway 7-Inch	273	SY	\$ 67.00	276.70	\$ 247.90
455 0605	Tack Coat	211	GAL	\$ 3.00	174.40	\$ (109.80)
460.5223	HMA Pavement 3 LT 58-28 S (BINDER)	472	TON	\$ 90.00	392.48	\$ (7,156.80)
460 5225	HMA Pavement 5 LT 58-28 S (SURFACE TOP)	328	TON	\$ 90.00	322.47	\$ (497.70)
465 0315	Asphaltic Flumes / changed to conc.	18	SY	\$ 34.00	14.30	\$ (125.80)
521.3112	Culvert Pipe Corrugated Steel 12-Inch	89	LF	\$ 55.00	90.00	\$ 55.00
601 0411	Concrete Curb & Gutter 30-Inch Type D	420	LF	\$ 40.00	420.70	\$ 28.00
608 0412	Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	91	LF	\$ 80.00	84.50	\$ (520.00)
624 0100	Water	101	MGAL	\$ 30.00	6.00	\$ (2,850.00)
625 0500	Salvaged Topsoil	656	SY	\$ 9.00	935.00	\$ 2,511.00
628 1910	Mobilizations Emergency Erosion Control	1	EACH	\$ 590.00	0.00	\$ (590.00)
628 7555	Culvert Pipe Checks	8	EACH	\$ 80.00	7.00	\$ (80.00)
628 7560	Tracking Pad	2	EACH	\$ 2,690.00	0.00	\$ (5,380.00)
629 0210	Fertilizer Type B	0.4	CWT	\$ 535.00	0.00	\$ (214.00)
631 0300	Sod Water	15	MGAL	\$ 60.00	18.38	\$ 202.80
631 1000	Sod Lawn	656	SY	\$ 8.00	935.00	\$ 2,232.00
643 0420	Traffic Control Barricades Type III	510	DAY	\$ 1.25	240.00	\$ (337.50)
643 0705	Traffic Control Warning Lights Type A	1020	DAY	\$ 0.50	360.00	\$ (330.00)
643.0900	Traffic Control Signs	930	DAY	\$ 0.75	888.00	\$ (31.50)
645 0220	Geogrid Type SR	400	SY	\$ 2.50	0.00	\$ (1,000.00)
690 0150	Sawing Asphalt	240	LF	\$ 1.75	222.00	\$ (31.50)
690 0250	Sawing Concrete	116	LF	\$ 2.75	119.00	\$ 8.25
WATER MAIN & SANITARY SEWER						
612 0902 S	Insulation Board Polystyrene, 2 Inch	50	SY	\$ 65.00	21.30	\$ (1,865.50)
SPV 0060 03	Adjusting Water Valve Boxes	8	EACH	\$ 570.00	0.00	\$ (4,560.00)
TOTAL ALL CHANGES						\$ (27,741.01)

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slu-</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;">09/01/20</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 THE OPERATION OF A DRIVE-IN THEATER UPON PROPERTY LOCATED AT 7035 SOUTH BALLPARK DRIVE</p> <p style="text-align: center;">(MICHAEL E. ZIMMERMAN/THE ROCK SPORTS COMPLEX, LLC/BPC COUNTY LAND, LLC, APPLICANTS, BPC COUNTY LAND, LLC, PROPERTY OWNER)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.2.</i></p>

On August 20, 2020, the Plan Commission carried a motion to recommend approval of a Resolution imposing conditions and restrictions for the approval of a Special Use for the operation of a drive-in theater upon property located at 7035 South Ballpark Drive, a letter from the Federal Aviation Administration shall be required for searchlight permits.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2020-_____, imposing conditions and restrictions for the approval of a special use for the operation of a drive-in theater upon property located at 7035 South Ballpark Drive (Michael E. Zimmerman/The Rock Sports Complex, LLC/BPC County Land, LLC, applicants, BPC County Land, LLC, property owner).

RESOLUTION NO. 2020-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR THE OPERATION
OF A DRIVE-IN THEATER UPON PROPERTY LOCATED AT
7035 SOUTH BALLPARK DRIVE
(MICHAEL E. ZIMMERMAN/THE ROCK SPORTS COMPLEX, LLC/BPC COUNTY
LAND, LLC, APPLICANTS, BPC COUNTY LAND, LLC, PROPERTY OWNER)

WHEREAS, Michael E. Zimmerman/The Rock Sports Complex, LLC/BPC County Land, LLC having petitioned the City of Franklin for the approval of a Special Use within Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) and FW Floodway District, to allow for the operation of a drive-in theater (Milky Way Drive-in Theater) consisting of a 22-foot wide LED screen mounted to the back of the video board at the Stadium (S1) of Ball Park Commons, the use of 244 parking spaces north of the Stadium, and queuing space located to the north and west of the future golf driving range, with a proposed operations schedule in the spring, summer and fall seasons as weather permits, property located at 7035 South Ballpark Drive (just north of the existing baseball stadium, and just south of the existing ski lodge), bearing Tax Key No. 744-1003-000, more particularly described as follows:

LOT 1 OF CERTIFIED SURVEY MAP NO. 9041: A REDIVISION OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 3931, OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 3107, OUTLOT 1 OF WHITNALL VIEW ADDITION NO. 1, THAT VACATED PORTION OF CRYSTAL RIDGE DRIVE AS RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS AS DOCUMENT NO. 10773453 AND LANDS IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4, THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 ALL IN SECTION 4, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN; 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 20th day of August, 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

MICHAEL E. ZIMMERMAN/THE ROCK SPORTS COMPLEX, LLC/BPC COUNTY
LAND, LLC – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 2

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 Michael E. Zimmerman/The Rock Sports Complex, LLC/BPC County Land, 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 Michael E. Zimmerman/The Rock Sports Complex, LLC/BPC County Land, LLC, successors and assigns, as a drive-in theater use, which shall be developed in substantial compliance with, and operated and maintained by Michael E. Zimmerman/The Rock Sports Complex, LLC/BPC County Land, LLC, pursuant to those plans City file-stamped August 10, 2020 and annexed hereto and incorporated herein as Exhibit A.
2. Michael E. Zimmerman/The Rock Sports Complex, LLC/BPC County Land, 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 Michael E. Zimmerman/The Rock Sports Complex, LLC/BPC County Land, LLC drive-in theater, 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 Michael E. Zimmerman/The Rock Sports Complex, LLC/BPC County Land, LLC drive-in theater use for the property located at 7035 South Ballpark Drive: (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

MICHAEL E. ZIMMERMAN/THE ROCK SPORTS COMPLEX, LLC/BPC COUNTY
LAND, LLC – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 3

and as presented for this approval.

4. Pursuant to the Unified Development Ordinance §15-5.0405, the operator shall obtain a searchlight permit for the use of spotlights, such permit shall not be granted for a period of more than five (5) days in any six-month period, [a letter from the Federal Aviation Administration shall be required for this permit].
5. Theater audio shall be transmitted by radio only, the use of outdoor speakers shall not be permitted.

BE IT FURTHER RESOLVED, that in the event Michael E. Zimmerman/The Rock Sports Complex, LLC/BPC County Land, 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 operation of the use (recognizing that at the time of adoption of this Resolution, such use is in operation pursuant to the Extraordinary Entertainment and Special Event permits granted by the Common Council on May 19, 2020).

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.

MICHAEL E. ZIMMERMAN/THE ROCK SPORTS COMPLEX, LLC/BPC COUNTY
LAND, LLC – SPECIAL USE
RESOLUTION NO. 2020-_____

Page 4

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____


CITY OF FRANKLIN

REPORT TO THE PLAN COMMISSION**Meeting of August 20, 2020****Special Use**

RECOMMENDATION: City Development Staff recommends approval of this Special Use application to allow for a drive-in theater at 7035 S. Ballpark Drive, subject to the conditions set forth in the attached resolution.

Project Name:	Milky Way Drive-in Theater
Project Address:	7035 S. Ballpark Dr.
Property Owner:	BPC County Land, LLC
Applicant:	Michael E. Zimmerman. The Rock Sports Complex, LLC /BPC County Land, LLC
Agent:	Thomas J. Johns. ROC Ventures, LLC
Zoning:	PDD #37 Planned Development District & FW Floodway District
Use of Surrounding Properties:	The site is located in the Rock Sports Complex Area of the Ballpark Commons development. Adjacent uses include the Ski Chalet and future Challenge Tower to the north, the Stadium (S1) to the south, parking lots and future golf driving range to the west and baseball fields to the east.
Applicant Action Requested:	Approval of a Special Use permit

INTRODUCTION:

On May 19, 2020, the Common Council granted a license and an Extraordinary Entertainment and Special Event permit to the Rock Sports Complex, LLC for the operation of the Milky Way Drive-in Theater, subject to compliance with State and City requirements as well as the timely submission of an application for Special Use.

Pursuant to Ordinance 2019-2368 for Planned Development District (PPD) No. 37 Ballpark Commons, a special use is required for outdoor entertainment in the Rock Sports Complex Area, such application has been submitted on June 12.

The Drive-in Theater consists of 22-foot wide LED screen mounted to the back of the video board at the Stadium (S1) of Ball Park Commons, the use of 244 parking spaces north of the Stadium and queuing space is located to the north and west of the future golf driving range.

The hours of operation are Monday-Friday from 5:00 pm to 11:30 pm, Saturdays from 4:00 p.m. to 12:30 a.m. and Sundays from 2:00 pm to 11:30 pm. It is noted that the hours of operation of adjacent athletic fields and concession stands is from 7:00 am to 11:00 pm per the PDD Ordinance.

PROJECT DESCRIPTION AND ANALYSIS:

Drive-in theaters are subject to the standards set forth in the Unified Development Ordinance (UDO) §15-3.0703(J):

1. *Location of Theater Screen, Projection Booth, or Other Building. No part of any theater screen, projection booth, or other building shall be located closer than 500 feet from any residential zoning district nor closer than 200 feet from any abutting property line.*
Staff comment: The screen is located approximately 1,000 feet from the closest residential zoning district (R-2), specifically the Whitnall View addition No. 1 subdivision to the west. The location of the screen is approximately 500 feet from the closest property line along S. Ballpark Dr. The screen location complies with this standard.

2. *Visibility of Theater Screen from Adjoining Areas. The image on the theater screen shall not be visible from any arterial or collector street or from any residential zoning district.*
Staff comment: The screen is facing the ski facilities to the north. Even though the back of the screen is visible from Rawson Avenue, the face of the screen is not visible from surrounding arterial or collector streets: Rawson Ave, Loomis Rd and S. 76th St.

3. *Automobile Queuing Space to be Provided. Queuing space within the parcel or lot shall be provided for patrons awaiting admission in an amount equal to or greater than 30% of the vehicular capacity of the theater.*
Staff comment: Given the capacity of 244 spaces, the minimum required stacking distance is 1,480 feet or 74 spaces, which is 30% of the capacity. 1 stacking space equals 20 feet based on the minimum parking space size of UDO §15-5.0202(B).
The provided stacking distance is approximately 1,500 feet: 900 feet of single lane and 300 feet of double lane.

The applicant has submitted responses to the General Standards for Special Uses per UDO §15-3.0701, asserting that there will be no undue adverse impact or interference with surrounding development as a result of this special use.

Sandwich board signs are used as directional signage at the front entrance, this type of signage is considered a temporary sign as defined in the Municipal Code and it is exempt from permit fees.

Noise and light:

The intent of Rock Sports Complex Area is *to provide a multi-use sports and entertainment complex where the recreational needs of area residents can be met without undue disturbance of natural resources and adjacent uses* (Ord. 2019-2368 §15-3.0442.A). This drive-in theater as an outdoor entertainment use is consistent with the district intent as long as noise levels and lighting comply with the noise and light addendum (attached). Three sound monitors are currently in operation to ensure compliance with these standards.

The Milky Way Drive-in Theater started to operate on May 22, 2020 under an Extraordinary Entertainment and Special Event permit. City Development staff received several complaints through the City's website during the opening weekend and the second week of operation. No complaints associated with the drive-in theater have been received in subsequent weeks.

- Opening weekend (May 22-24, 2020), 7 complaints.
- Second week of operation (June 1-7, 2020), 2 complaints.

The theater audio is transmitted through FM radio and by outdoor speakers. Based on the complaints received, staff further recommends that the audio shall be transmitted only by radio.

The applicant stated the use of four (4) spotlights on special occasions, to be located on the screen surround. Pursuant to the UDO §15-5.0405, a searchlight permit is required for this type of lighting, such permits shall be limited to five (5) days in any six (6) month period. Staff recommends that the applicant shall obtain a searchlight permit for using the additional spotlights.

STAFF RECOMMENDATION:

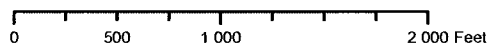
The Department of City Development staff recommends approval of this application for Special Use, subject to the conditions set forth in the attached resolution.



7035 S. Ballpark Drive
TKN: 744 1003 000



Planning Department
(414) 425-4024



2017 Aerial Photo

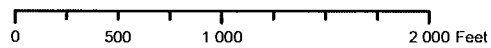
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.



7035 S. Ballpark Drive
TKN: 744 1003 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.

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



City of Franklin

Franklin

JUN 12 2020

Phone (414) 425-4024

Fax (414) 427 7691

Web Site www.franklinwi.gov

City Development

Date of Application

05/21/2020

SPECIAL USE / SPECIAL USE AMENDMENT APPLICATION

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

Applicant (Full Legal Name[s])

Name Michael E Zimmerman
 Company The Rock Sports Complex LLC / BPC County Land LLC
 Mailing Address 7044 S Ballpark Dr, Suite 300
 City / State Franklin, WI Zip 53132
 Phone (414) 224-9283
 Email Address mikez@rocventures.org

Applicant is Represented by. (contact person)(Full Legal Name[s])

Name Thomas J Johns
 Company ROC Ventures, LLC
 Mailing Address 7044 S Ballpark Dr, Suite 300
 City / State Franklin, WI Zip 53132
 Phone (414) 908-6310
 Email Address tomj@rocventures.org

Project Property Information.

Property Address 7035 S Ballpark Dr
 Property Owner(s) BPC County Land, LLC
 Mailing Address 7044 S Ballpark Dr, Suite 300
 City / State Franklin, WI Zip 53132
 Email Address tomj@rocventures.org

Tax Key Nos 744-1003-000
 Existing Zoning PDD No 37
 Existing Use PDD No 37
 Proposed Use PDD No 37
 Future Land Use Identification PDD

*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)*

NA
NA

- *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).

Michael E Zimmerman
 Signature Property Owner
Michael E Zimmerman, Member
 Name & Title (PRINT)
 Date 06/10/2020

Michael E Zimmerman
 Signature Applicant
Michael E Zimmerman, Member
 Name & Title (PRINT)
 Date 06/10/2020

Signature Property Owner
 Name & Title (PRINT)
 Date _____

Thomas J Johns
 Signature Applicant's Representative
Thomas J Johns, CFO
 Name & Title (PRINT)
 Date 06/10/2020



June 10, 2020

ROC Ventures LLC

Headquarters
7044 S Ballpark Drive
Franklin WI 53132

www.rocventures.org

City of Franklin – Planning Department
c/o Mr. Regulo Martinez-Montilva, Planning Manager
City of Franklin Planning Department
9229 W. Loomis Road
Franklin, WI 53132

RE: The Rock Sports Complex, LLC – Milky Way Drive-in Movie Theater

On behalf of Milwaukee Milkmen Baseball, LLC, The Rock Sports Complex, LLC is submitting the current design drawings for the Milky Way Drive-in Movie Theater to the City of Franklin for an informational presentation and to receive feedback from the staff.

This proposed additional use is located just north of the existing baseball stadium, and just south of the existing ski lodge, and utilizes existing approved infrastructure structures & components of the current PDD.

Specifically, the proposed usage is a 22'-0" wide LED screen mounted to the back of the existing video board at the stadium, and the usage of the existing parking lot (244 spaces) that are being submitted for consideration. In addition, existing roadways will be utilized to allow patrons to entrance & exit from the attraction.


Hours of operation for the event are as follows: Mon thru Fri 5pm to 11:30pm, Sat 4pm to 12:30am, and Sun 2pm to 11:30pm.

The project team currently consists of The Rock Sports Complex, LLC (Owner), ROC Ventures, LLC (Operator), and Studio Gear (Audio/Visual).

The proposed operations schedule is the spring, summer and fall seasons, weather permitting.

Our team looks forward to working with the City of Franklin on this project and contributing to the improvement of the City of Franklin.

Best,



Thomas J. Johns, CFO
ROC Ventures, LLC

The Murry May Drive-In

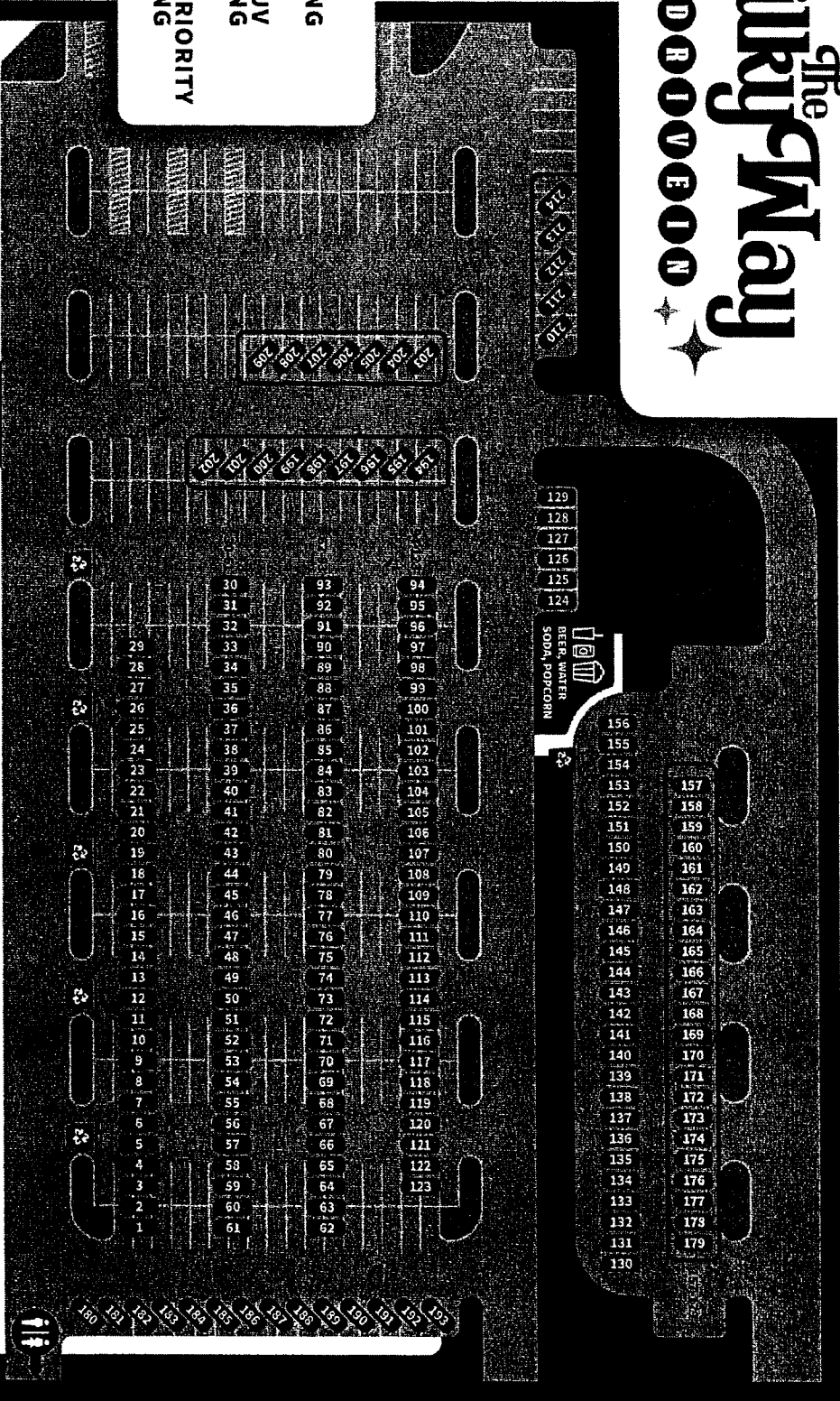
ENTRANCE

- LAST PRIORITY PARKING
- CAR/SUV PARKING
- TRUCK PARKING

CONCESSIONS & BOX OFFICE

SCREEN

BEER WATER
SODA POP CORN



EXIT

EXIT

DIVISION 15-3.0700 SPECIAL USE STANDARDS AND REGULATIONS

SECTION 15-3.0701 GENERAL STANDARDS FOR SPECIAL USES

A. ***General Standards.*** No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following

1 **Ordinance and Comprehensive Master Plan Purposes and Intent.** The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof

Response: The current Ordinance was enacted to encompass a sports and entertainment district which, the proposed use and development of a drive-in movie theater is indeed harmonious with. This is best represented by the fact that all but the LED screen itself was part of the existing infrastructure located at the site.

2 **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood

Response: The proposed use and development poses no undue adverse impact on the surrounding areas, structures, or citizens.

3 **No Interference with Surrounding Development.** The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations

Response: The proposed use and development will not dominate the immediate vicinity or interfere with the use and development of neighboring properties and/or developments.

4 **Adequate Public Facilities.** The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities

Response: The proposed use and development will provide adequate public facilities as required.

5 **No Traffic Congestion.** The proposed use and development will not cause undue traffic

congestion nor draw significant amounts of traffic through residential streets Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets

Response: The proposed use and development will not cause traffic congestion. Parking attendants are being utilized to help control the flow of traffic both in and out of the attraction.

- 6 **No Destruction of Significant Features.** The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance

Response: The proposed use and development will not result in the destruction of significant features of importance.

- 7 **Compliance with Standards.** The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use

Response: The proposed use and development is prepared to comply with the standards of the district in which it is located. As an example, sound is being monitored so as to comply with the existing district decibel levels.

- B. **Special Standards for Specified Special Uses.** When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in Section 15-3 0702 and 15-3 0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards

Response: Understood and agreed to.

- C **Considerations** In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following

- 1 **Public Benefit** Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community

Response: The proposed use and development is a public benefit as it provides affordable family entertainment in a safe environment.

- 2 **Alternative Locations** Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site

Response: As the Planned Development District is already approved for sports and entertainment uses, Operator feels that the current proposed use of a drive-in movie theater is complimentary to the already-established public goals of the location.

- 3 **Mitigation of Adverse Impacts** Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening

Response: The proposed use and development has located the LED viewing screen so that it is facing the existing ski lodge, and not directly at any neighboring citizens in the immediate vicinity.

- 4 **Establishment of Precedent of Incompatible Uses in the Surrounding Area** Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area

Response: The proposed use and development is complimentary to the existing PDD, and therefore should not establish or encourage a precedent of incompatible uses in the surrounding area.

Response to City of Franklin Staff Comments

Date August 10th, 2020

To Department of City Development Staff

From Thomas J Johns Roc Ventures, LLC

RE Special Use – Milky Way Drive-in Movie Theater – 7035 S Ballpark Dr

Department of City Development comments Answers

- 1 Site plan shall be drawn to a recognized scale per UDO §15-7 0103(A), please add numerical scale
 - Added Please see Item (1) Numerical Scale on plan set
- 2 Please indicate vehicular ingress and egress locations per UDO §15-7 0103(H)
 - Added Please see Items (2A) Vehicular Ingress and (2B) Vehicular Egress on plan set Both pathways are marked with arrows as well
- 3 Any proposed structure for the food and beverage station?
 - Please see Item (3) on Plan Set Drive-In will use existing stadium concessions stand infrastructure as well as a delivery system to get food to customers
- 4 Any proposed directional signs?
 - Please see Item (4) on Plan Set Directional signage indicated at front entrance using sandwich board signage
- 5 Any proposed outdoor lighting other than the LED screen?
 - Please see Item (5) on Plan Set Additional lighting to be fixed to screen surround as well as four spotlights on the ground to right and left of screen These will be used on special occasions (opening night, holidays, etc) only
- 6 Per UDO §15-3 0703(J)(1), please add setback measured from the screen to the closest residential zoning district, which is the Whitnall View addition No 1 subdivision to the west
 - Please see Item (6) on Plan Set Setback is approximately 3,044' to Whitnall View addition No 1 subdivision to the west
- 7 Per UDO §15-3 0703(J)(1), please add setback measured from the screen to abutting property line along S Ballpark Dr
 - Please see Item (7) on Plan Set Setback is approximately 675' to abutting property line along S Ballpark Dr
- 8 Per UDO §15-3 0703(J)(2), please confirm that the screen is not visible from any arterial or collector road (Rawson Ave, Loomis Rd and 76th St) You may add pictures to your application

- Please see Item (8) on Plan Set Screen is not visible from any arterial or collector road
- 9 Per UDO §15-3 0703(J)(3), please add the stacking or queuing distance measured in feet Given the capacity of 244 spaces, the minimum required stacking distance is 1,480 feet or 74 spaces, which is 30% of the capacity 1 stacking space equals 20 feet based on the minimum parking space size of UDO §15-5 0202(B)
- Please see Item (9) on Plan Set Queuing distance is approximately 1,500' from Ballpark Dr entrance to Milky Way Drive-In entrance
 - Approximately 900' is the single lane located alongside the west side of the future golf building pad and the east side of the existing shared parking lot
 - Approximately 600' is the two lanes located alongside the north side of the future golf building pad and the south side of the existing ski hill

Engineering Department comments

10 No comments

- NA

Fire Department comments

11 The fire department has no comments regarding the proposed special use at this location

- NA

Police Department comments

12 The Police Department has no issues with this request

- NA

Inspection Services Department comments

13 Inspection Services addressed its concerns when the proposal was first brought forward to the Common Council We have no further comments at this time

- NA

H. 2.



9229 W Loomis Rd, Franklin, WI 53132-9630
Telephone: 414-425-7500

City Clerk's Office
Fax: 414-425-6428

EXTRAORDINARY ENTERTAINMENT & SPECIAL EVENT APPLICATION

Application must be received a minimum of 30 working days prior to event.

Event Location (address and full description) 7035 S. Ballpark Dr.
Franklin WI 53132

Owner of property BPC Country Land, LLC

Purpose of Event Drive-in movie theater. Sound to be subject to existing sound decibel requirements.

Date(s) and Time(s) Mon thru Fri shows @ 6pm + 8:45pm; Sat shows @ 5pm, 7:45pm, 10:30pm; Sun shows @ 3pm, 6pm, 8:45pm

Setup date(s)/time(s) Setup to begin @ 2 hrs prior to showings

Breakdown date(s)/time(s) Breakdown to go on for 2 hrs after showings

Maximum number attending per day 200 ~~cars~~ cars (approx. 3 persons per car)

Maximum number of tickets to be sold (if any) per day 200

Applicant Milwaukee Milkmen Baseball, LLC

(If corporation, attach certified copy of Articles of Incorporation together with the name, age, residence and mailing address of each person holding more than 10% of the stock.)

Address (Including City/State/Zip) 7044 S. Ballpark Dr. Suite 300 Franklin WI 53132

Home phone (414) 908-6310 Cell (414) 349-4771

E-mail tomj@rockventures.org Business phone (414) 908-6310

Fax NA Business E-Mail tomj@rockventures.org

1. Provide plans to limit the maximum number of people permitted to assemble.
2. Provide plans for fencing the location of the special event and the gates contained in such fence. A detailed drawing must be submitted as part of this application.
3. Provide plans for supplying potable water, including the source, amount available and location of outlets.
4. Provide plans for providing toilet and lavatory facilities, including the source, number, location, type and means of disposing of waste.
5. Provide plans for holding, collecting & disposal of solid waste material.

6. Provide plans, if any, to illuminate the location, including sources and amounts of power and location of lamps.
7. Provide plans and description for parking vehicles, including size and location of lots, highway ingress/egress, parking lots and shuttle services.
8. Provide plans for telephone services, including source, number and location.
9. Provide plans for security, including number of guards, deployment, names, addresses, credentials and hours of availability.
10. Provide plans for fire protection, including number, type and locations of all protective devices, including alarms & extinguishers, number of emergency fire personnel available.
11. Provide plans for sound control and amplification, including numbers, locations and power of amplifiers & speakers.
12. Provide plans for food and beverage concessions and concessionaires, including names, addresses and license or permit numbers.
13. Provide plans and specific descriptions for each of any other type of vendor or provider of amusements or entertainments, including names, addresses and license or permit numbers.
14. Provide Certificate of Insurance no later than 10 days prior to the event.

15. \$100.00 nonrefundable license & administration fee payable with application.

bond letter of credit cash deposit

(due no later than 10 days prior to the event, based upon anticipated cost of services)

_____ Police services

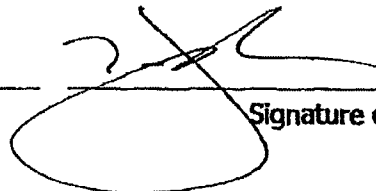
_____ Fire services

_____ Registered Sanitarian (non-staff) services, if needed

_____ Total estimated costs

Applicant agrees to indemnify and save harmless the City of Franklin from and against any and all liabilities, claims, demands, judgments, losses and/or all suits at law or in equity, costs and expenses, including reasonable attorney fees, for injury or death of any person or loss or damage to the property of any person, firm, organization or corporation, arising in any way as a consequence of the granting of a license for this special event. Applicant affirms that the statements contained in this application are true and correct to the best knowledge of Applicant.

Date 05/18/2020



Signature of Applicant

RECEIVED _____ REPORTED TO COUNCIL _____ LICENSE # _____ SERVICE FEE TO BE INVOICED _____

Sandi Wesolowski

Subject: FW applications
Attachments: Drive-In Theater Renewal pdf; Drive-In Theater Permit pdf; Drive-In Event Permit pdf;
Liquor License Amendment Map[3] pdf

From: Tom Johns <tomj@rocventures.org>
Sent: Monday, May 18, 2020 4:44 PM
To: Sandi Wesolowski <SWesolowski@franklinwi.gov>
Subject: Re: applications

Sandi

Completed applications attached; I will follow up with some of the additional info later.

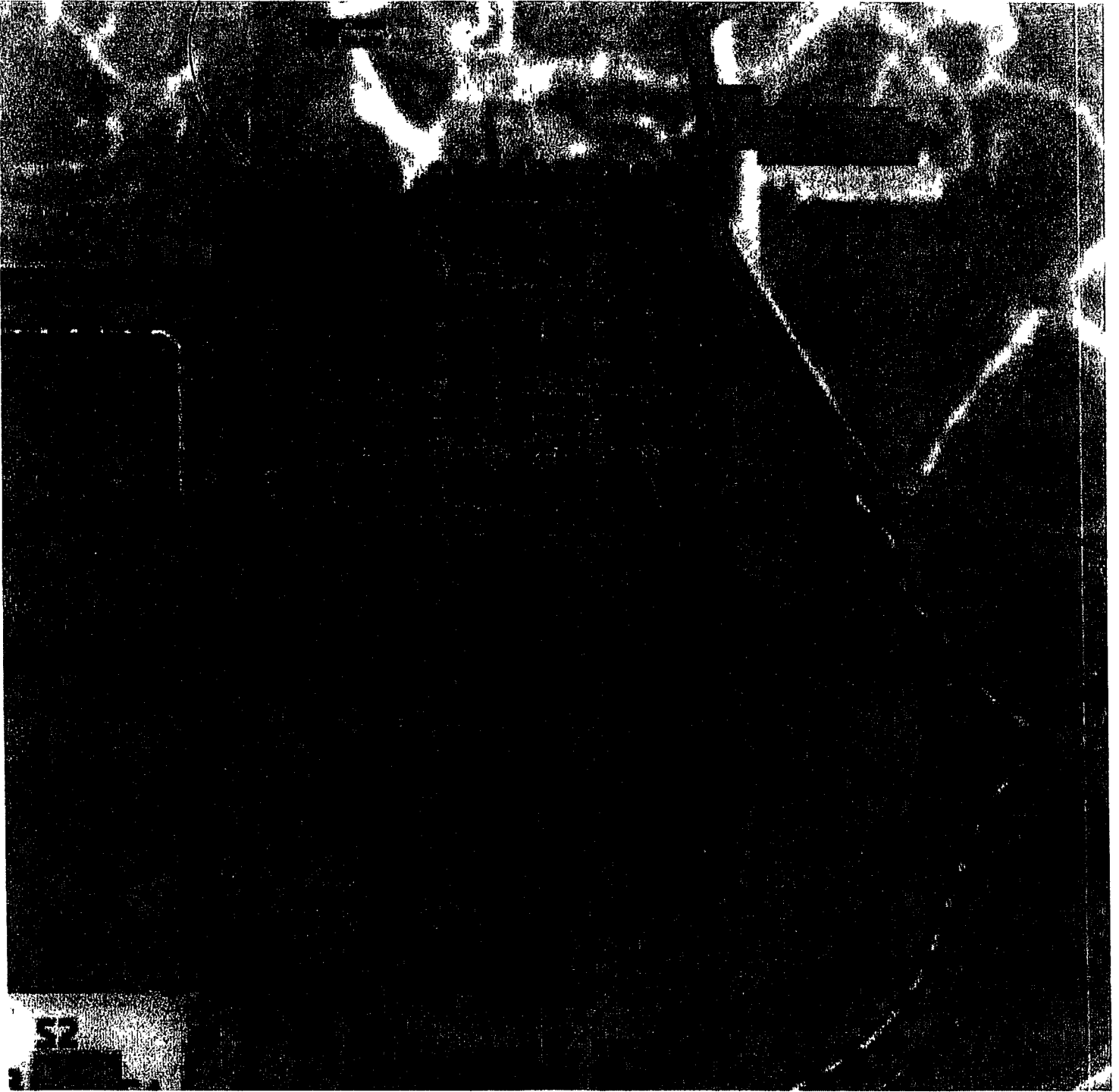
In addition, we would like to request we amend our liquor license premise description to allow the sale of alcohol in the stadium north parking lot. Attached is a map that highlights the area.

Thank you in advance for your attention to this.

Best,

TJ

Requested area in GREEN





9229 W Loomis Rd, Franklin, WI 53132-9630
Telephone: 414-425-7500

City Clerk's Office
Fax: 414-425-6428

NEW RENEWAL

DRIVE-IN THEATER
License Application
July 1, 2019—June 30, 2020

Fee: \$250.00 plus \$1.50 per stall
Number of stalls: 200

Date: 05/18/2020

General Description of Entertainment or Amusement: Drive-in movie theater. Music to be played prior to showings, subject to sound decibel requirements.

Location of function: Milwaukee Milkmen north parking lot.

Trade Name: Milky Way Drive-in

Mailing Address: 7044 S. Ballpark Dr, Suite 300, Franklin WI 53132

Telephone: (414) 908-6310 Telephone: (414) 349-4771

Individual Partnership Corporation

If Corporation, list names, addresses and titles of Officers:

Name	Address	Title
<u>Michael Zimmerman</u>	<u>7241 S. 92nd Street Franklin WI 53132</u>	<u>Owner/CEO</u>

Person Responsible: Thomas Johns

Address: W222 N2135 Glenwood Ln, Waukesha WI 53186

Date of Birth: 08/31/1978 Place of Birth: Milwaukee, WI

Drivers License Number: VS20-8307-8311-09 State: WI

Any arrests for or convictions of any Federal, State or Local offense(s)? Yes (No)

List of offenses, dates & places of conviction(s) NA

Signature: [Handwritten Signature]

Date: 05/18/2020



9229 W Loomis Rd, Franklin, WI 53132-9630
Telephone 414-425-7500

City Clerk's Office
Fax 414-425-6428

NEW RENEWAL

DRIVE-IN THEATER
License Application
July 1, 2020—June 30, 2021

Fee: \$250.00 plus \$1.50 per stall
Number of stalls: 200

Date: 05/18/2020

General Description of Entertainment or Amusement: drive-in movie theater. Music to be played prior to showings, subject to sound

Location of function: Milwaukee Milwaukee north parking lot decibel requirements

Trade Name: Milkey Way Drive-in

Mailing Address: 7077 S. Ballpark Dr, Suite 300, Franklin WI 53132

Telephone: (414) 908-6310 Telephone: (414) 342-4771

Individual Partnership Corporation

If Corporation, list names, addresses and titles of Officers:

Name	Address	Title
<u>Michael Zimmerman</u>	<u>7241 S. 92nd Street Franklin WI 53132</u>	<u>Owner/CEO</u>

Person Responsible: Thomas Johns

Address: W222 N2135 Glenwood Ln., Waukesha WI 53186

Date of Birth: 08/31/1978 Place of Birth: Milwaukee, WI

Drivers License Number: 4520-8307-8311-09 State: WI

Any arrests for or convictions of any Federal, State or Local offense(s)? Yes No

List of offenses, dates & places of conviction(s) NA

Signature: [Handwritten Signature]

Date: 05/18/2020

EXHIBIT C NOISE AND LIGHT ADDENDUM

The Rock Sports Complex and Ballpark Commons project is a multi-use facility developed for a multi-use sports and entertainment complex ("Project") encompassing the boundaries set forth in Exhibit C 1 ("Abatement Boundaries"). Residents in the communities of Franklin and Greendale have expressed concerns regarding noise and light levels at and beyond the Project Boundaries, originating from activities associated with the Project. This Noise and Light Addendum shall be incorporated into Project documents¹ and consists of three components:

- 1) 2017/2018 Noise and Light Mitigation Plan,
- 2) Noise and Light Standards and Development Plan,
- 3) Noise and Light Compliance Plan

As specified further herein, BPC County Land, LLC, The Rock Sports Complex LLC, and/or any subsequent or related owner, user, operator, sub-lessee, etc. shall comply with the following:

I 2017/2018 Noise and Light Mitigation Plan

Attached as Exhibit C 2² are:

- To mitigate unintended light trespass and glare visible from nearby residential areas
 - This Mitigation Plan details current conditions and identifies 67 lights for new improved glare reduction and control over unintended light trespass ("Gold Standard Visors") and 11 existing lights for retrofitting with Gold Standard Visors. These new visors and retrofits will be installed on or before the beginning of the Spring 2018 baseball season. All 223 existing fixtures will be adjusted as part of the retrofit effort.
 - New fixtures for lighting outdoor facilities shall meet or exceed the performance of the retrofit fixtures with respect to glare and unintended light trespass.
- To mitigate noise and measure compliance
 - Past compliance has been measured through handheld monitoring devices. This Mitigation Plan details the installation of permanent monitoring devices at the Abatement Boundaries in the three approximate locations shown in Exhibit C 1. The monitoring devices will be installed at an elevation above ground level and will trigger a notification in the event of an exceedance and record continuous performance data. Since the monitors require permanent electrical connections, the installation needs to coincide with utility installations, commencing in Spring, 2018 and completed during the outdoor concert season in 2018 (no later than

¹ The Project documents are: 1) Development Agreement between BPC County Land, LLC and Milwaukee County;

2) Lease Agreement between BPC County Land, LLC and The Rock Sports Complex, LLC and Milwaukee County; and 3) Development Agreement between BPC County Land, LLC and City of Franklin, 4) the Contribution and Participation Agreement between BPC County Land, LLC and Milwaukee County, and the 5) Option to Purchase.

² Exact locations for noise and light remediation tools and fixtures are subject to reasonable adjustment.

November 1, 2018) generally at the locations shown in the Mitigation Plan. As further mitigation, the operator will install a dedicated sound system to ensure that the sound at the Umbrella Bar is directional controlled to minimize the spillover effect beyond the property boundary.

2 Noise and Light Standards and Development Plan

To ensure compliance with objective standards, the Project shall be subject to the following noise and light standards as set forth in the Franklin Ordinances (“Noise and Light Standards”)

- Section 15-3 1104 Glare,
- DIVISION 15-5 0400 Lighting,
- Section 183-41 Noise,
- With approval by the City of Franklin, such other applicable Noise or Light standards as may apply for a particular event or specified uses within the Project Boundaries.

The point of compliance for application of the Noise and Light Standards, and all activities conducted at the Project, shall be the Abatement Boundaries as set forth in Exhibit C 1.

All development within the Abatement Boundaries shall be subject to final plan approval by the City of Franklin following the specifications and process set forth in the Franklin Ordinances. A Lighting plan meeting the requirements of Section 15-5 0402 shall be submitted to the Plan Commission for the City of Franklin, with a copy provided to the Village of Greendale.

3 Noise and Light Compliance Plan

To ensure ongoing compliance, the Project operator(s) shall maintain a compliance log with the following information:

Light Compliance The City of Franklin shall conduct a final inspection following the installation of any new permanent light emitting outdoor fixture extending or mounted more than 20 feet above ground. The City shall, within 15 days of its inspection, indicate whether any modifications are needed to comply with the plan. The operator and the City of Franklin shall jointly visually inspect light compliance in the Spring, prior to the start of each baseball season, at or across the roadway from the Abatement Boundaries, as designated on the attached Exhibit C 2 as “visual compliance inspection locations.”

Noise Monitoring

Annually, the operator will provide the City of Franklin with a list of concerts and special events requiring a permit, including dates and times for operations during the event. A copy of the list of concerts and permitted events shall be provided to the Manager for the Village of Greendale. Events will also be posted at the Property and through electronic media to ensure neighbors can be aware of forthcoming events. The Operator shall provide a means for receiving complaints, through a web page or equivalent electronic media, and shall preserve a record of complaints that will be provided to the City of Franklin, Village of Greendale or County upon request. These records shall be preserved for a minimum of two years. Nothing herein is intended to prevent

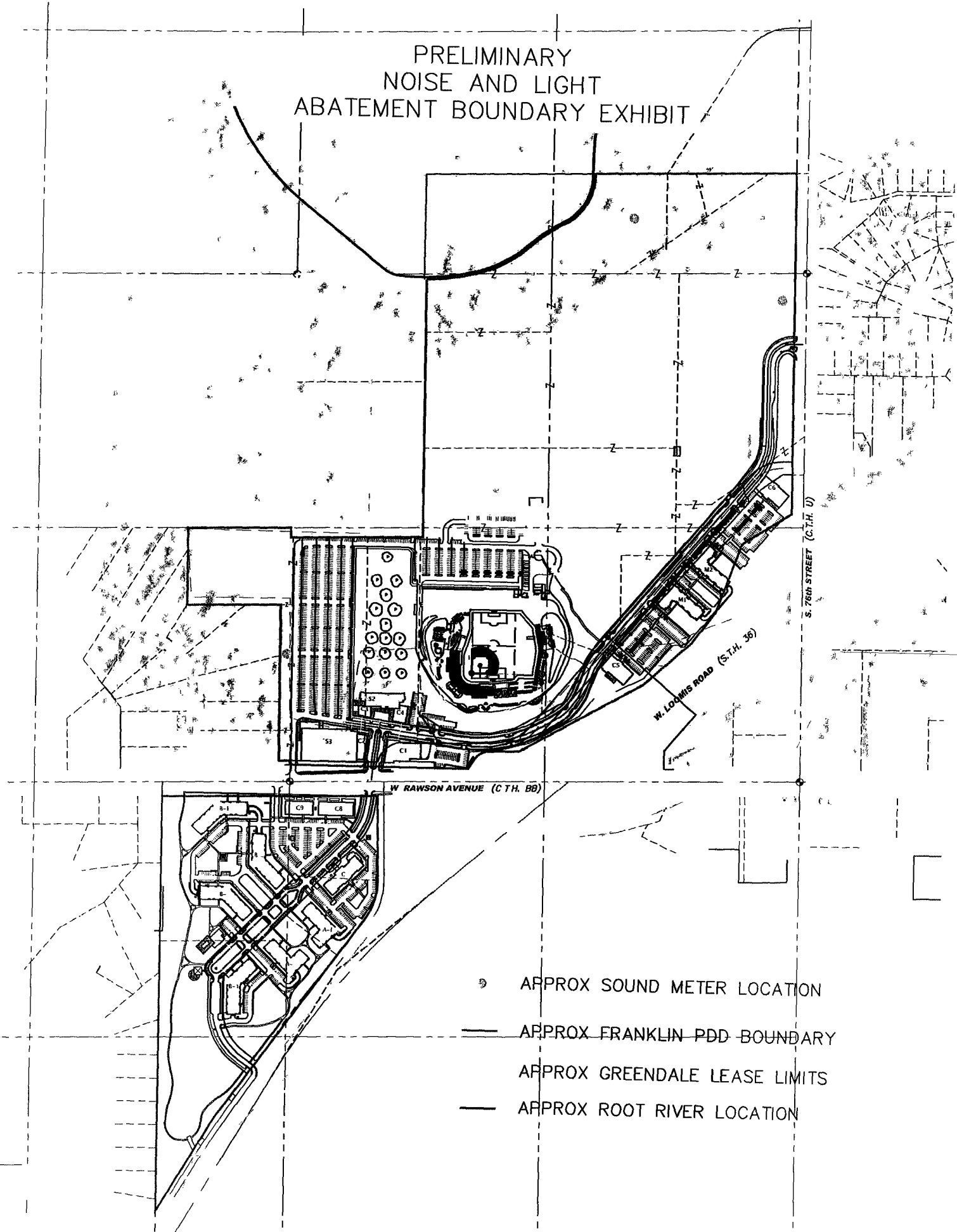
citizens from being able to file public complaints, but this is intended to allow verification of whether or not a complaint and violation occurred

Continuous noise monitoring data shall be kept for twelve months. Upon reasonable request by the County, City of Franklin, or the Village of Greendale, noise monitoring data and reports, and a record of complaints, shall be provided to the County, City or Village, evidencing the status of compliance. A violation will be considered material if it represents a complaint filed with the operator or the City of Franklin and is evidenced in the monitoring data logs by an exceedance ("Trigger Event") that is not permitted and is not corrected and remediated within 30 minutes of the Trigger Event. The City shall have the right to enforce payment of the penalties specified in the Noise and Light Standards, which may include payment of a double permit fee for any material violation. If the operator has more than four unpermitted material violations in a calendar year, the operator shall be subject to stepped-up enforcement measures as specified in the Noise and Light Standards. If the City declines to take enforcement action, the County, under the terms of this agreement, shall have the right to impose penalties on the operator, in the County's reasonable judgment given the severity and duration of the violation and the number of violations, which shall not exceed \$1,000 for an individual violation and \$10,000 in aggregate for a calendar year.

No provision of this addendum shall be construed to impair any common law or statutory cause of action or legal remedy or to replace the obligations more specifically set forth in the Noise and Light Standards.

EXHIBIT C.1
Abatement Boundaries

PRELIMINARY NOISE AND LIGHT ABATEMENT BOUNDARY EXHIBIT



- APPROX SOUND METER LOCATION
- APPROX FRANKLIN PDD BOUNDARY
- - - APPROX GREENDALE LEASE LIMITS
- APPROX ROOT RIVER LOCATION

EXHIBIT C.2
Mitigation Plan

Date August 20, 2020
To Plan Commission
From Department of City Development
RE Additional information – Item C 1 Milky Way Drive-in Theater Special Use

Staff is adding the following information to the Plan Commission packet

- A Summary of complaints (City of Franklin website)
- B Noise complaints, City of Franklin Police Department
- C Noise complaints, Village of Greendale Police Department
- D Stadium Site Plan
- E Operator's comments about noise mitigation
- F Public input

A

C2020091-Plann
C2020092-Police

Shirley Roberts

Subject: FW Complaint Form-7900 W Crystal Ridge

From: complaint@franklinwi.info <complaint@franklinwi.info>

Sent: Friday, May 22, 2020 8 58 PM

To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>; Sandi Wesolowski <SWesolowski@franklinwi.gov>, Aimee Schlueter <ASchlueter@franklinwi.gov>

Subject: Complaint Form

Date: 5-22-20

HomePhone: _____

WorkPhone: _____

EmailAddress: _____

SignatureofComplainant: _____

ActionFileNumber: C20200091-Planning, C20200092-Police

TaxKeyNumber: 744-8980-001

ReceivedBy: Shirley

DateReceived: 05-22-20

DepartmentComplaintReferredTo: Police and Planning

AldermanicDistrict: 2

NameandAddress: _____

ReportedAddressofViolations: Ballpark Commons Movie theater

SubjectofComplaint:

It is 9pm and for the past 3 hours the Volume of the movie theater has been ridiculous. Inside my home with the doors and windows shut we can clearly hear the words and music. I can not even imagine how loud it is if you are actually at the drive in! If the cars are instructed to use their am/fm of their cars it would definitely not be needed tonight! Please put of respect for the neighborhoods- address the volume!

ClientIP: _____

SessionID: _____

See Current Results

C20200093 - Police
C20200094 - Planning

Shirley Roberts

Subject: FW Complaint Form-7900 Crystal Ridge Drive

From: complaint@franklinwi.info <complaint@franklinwi.info>

Sent: Friday, May 22, 2020 9 16 PM

To: Lisa Huening <LHuening@franklinwi.gov>; Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>, Aimee Schlueter <ASchlueter@franklinwi.gov>

Subject: Complaint Form

Date: 5/22/2020
HomePhone: _____
WorkPhone: _____
EmailAddress: _____
SignatureofComplainant: _____
ActionFileNumber: C20200093-Police, C20200094-Planning
TaxKeyNumber: 744-8980-001
ReceivedBy: Shirley
DateReceived: 5-22-20
DepartmentComplaintReferredTo: Police and Planning
AldermanicDistrict: 2
NameandAddress: _____
ReportedAddressofViolations: Bappark Drive / Rock Sports Complex / drive in theater Ballpark Drive

SubjectofComplaint:

The drive in movie is being broadcast at a very high volume. This is not "ambient volume", and not what the mayor stated as "fill in speakers, not using the broadcast system". The announcer and the movie can clearly be heard word for word 1/2 mile away. I can hear it IN my home This venue should not have been approved without reading all the materials; hours of operation and understanding the sound system. How was it approved the day after it was applied for and 4 days before the event? application says minimum 30 working days prior to event Sound is a scientific process It is unacceptable to adversely impact all the homes surrounding this project The Mayor stated during the 5/19/20 CC meeting regarding sound complaints "they can call me, I am not afraid to tell them they are out of their mind " This is offensive Alderman Dandrea met with several neighbors and agreed it was loud and said he would ask for it to be turned down It is not turned down, that was an hour ago

ClientIP: _____
SessionID: _____
[See Current Results](#)

C 20200095 - Plan
C20200096 - Police

Shirley Roberts

Subject: FW Complaint Form7900 S Crystal Ridge Drive

From: complaint@franklinwi.info <complaint@franklinwi.info>

Sent: Saturday, May 23, 2020 1:17 PM

To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>, Aimee Schlueter <ASchlueter@franklinwi.gov>

Subject: Complaint Form

Date: May 22, 2020

HomePhone: [REDACTED]

WorkPhone: [REDACTED]

EmailAddress: [REDACTED]

SignatureofComplainant: [REDACTED]

ActionFileNumber: C20200095-Planning, C20200096-Police

TaxKeyNumber: 744-8980-001

ReceivedBy: Shirley

DateReceived: 5-23-20

DepartmentComplaintReferredTo: Police and Planning

AldermanicDistrict: 2

NameandAddress: [REDACTED]

ReportedAddressofViolations: Ballpark Commons / Milky Way Drive In

SubjectofComplaint: Excessive loud sound levels from announcements and drive-in movie I have an audio recording of the sound levels taken from my front stoop if you would like to hear how loud the levels were

ClientIP: [REDACTED]

SessionID: [REDACTED]

[See Current Results](#)

C2020097-Planning
C2020098-Police

Shirley Roberts

Subject: FW Complaint Form-7900 Crystal Ridge Road

From: complaint@franklinwi.info <complaint@franklinwi.info>

Sent: Saturday, May 23, 2020 8:18 PM

To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>, Aimee Schlueter <ASchlueter@franklinwi.gov>

Subject: Complaint Form

Date: 5/23/2020

HomePhone: _____

WorkPhone: _____

EmailAddress: _____

SignatureofComplainant: _____

ActionFileNumber: C20200097-Planning, C20200098-Police

TaxKeyNumber: 744-8980-001

ReceivedBy: Shirley

DateReceived: 5-23-20

DepartmentComplaintReferredTo: Police and Planning

AldermanicDistrict: 2

NameandAddress: _____

ReportedAddressofViolations: Ballpark Commons 7900 Crystal Ridge Rd

SubjectofComplaint: Drive in movie theater is extremely loud. I live _____ and can clearly hear everything playing at the theater. The theater was advertised with the sound being broadcast over a radio frequency, not blasted through their loud speakers. Extremely disruptive.

ClientIP: _____

SessionID: _____

[See Current Results](#)

C20200099-Planning
C20200100-Police

Shirley Roberts

Subject: FW: Complaint Form-7900 Crystal Ridge Road

From: complaint@franklinwi.info <complaint@franklinwi.info>

Sent: Saturday, May 23, 2020 11:33 PM

To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>, Aimee Schlueter <ASchlueter@franklinwi.gov>

Subject: Complaint Form

Date: 5-23-2020

HomePhone: [REDACTED]

WorkPhone: [REDACTED]

EmailAddress: [REDACTED]

SignatureofComplainant: [REDACTED]

ActionFileNumber: C20200099-Planning, C20200100-Police

TaxKeyNumber: 744-8980-001

ReceivedBy: Shirley

DateReceived: 05-23-20

DepartmentComplaintReferredTo: Planning and Police

AldermanicDistrict: 2

NameandAddress: [REDACTED]

ReportedAddressofViolations: The Rock

SubjectofComplaint: The noise & language coming from the drive-in is disruptive and inappropriate and cannot possibly be in compliance with local ordinances. Why is the audio being broadcast for miles around to here?? Please don't let the Rock ruin our neighborhood and our summer.

ClientIP: [REDACTED]

SessionID: [REDACTED]

[See Current Results](#)

C20200101 - Planning
C20200102 - Police

Shirley Roberts

Subject: FW Complaint Form-7900 Crystal Ridge

From: complaint@franklinwi.info <complaint@franklinwi.info>

Sent: Sunday, May 24, 2020 8:57 PM

To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>, Aimee Schlueter <ASchlueter@franklinwi.gov>

Subject: Complaint Form

Date: 5/24/2020

HomePhone: [REDACTED]

WorkPhone: [REDACTED]

EmailAddress: [REDACTED]

SignatureofComplainant: [REDACTED]

ActionFileNumber: C20200101-Planning, C20200102-Police

TaxKeyNumber: 744 8980-001

ReceivedBy: Shirley

DateReceived: 5-24-20

DepartmentComplaintReferredTo: Police and Planning

AldermanicDistrict: 2

NameandAddress: [REDACTED]

ReportedAddressofViolations: Ballpark Commons - Drive-in movie theater 7900 Crystal Ridge Rd

SubjectofComplaint: I live [REDACTED] and can clearly hear the sound from the movie playing at the drive in. It was advertised that the movies would be broadcast over a radio frequency, not played through loudspeakers So disappointing that citizens are being lied to again Playing movies with profanities being broadcast into the surrounding neighborhoods in not appropriate either

ClientIP: [REDACTED]

SessionID: [REDACTED]

[See Current Results](#)

C20200103 - Planning
C20200104 - Pol. 20

Shirley Roberts

Subject: FW Complaint Form-7900 Crystal Ridge Roads

From: complaint@franklinwi.info <complaint@franklinwi.info>

Sent: Sunday, May 24, 2020 11:08 PM

To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>, Aimee Schlueter <ASchlueter@franklinwi.gov>

Subject: Complaint Form

Date: 5/23/20
HomePhone: [REDACTED]
WorkPhone: [REDACTED]
EmailAddress: [REDACTED]
SignatureofComplainant: [REDACTED]
ActionFileNumber: C20200103-Planning, C20200104-Police
TaxKeyNumber: 744-8980-001
ReceivedBy: Shirley
DateReceived: 5-23-20
DepartmentComplaintReferredTo: Planning and Police
AldermanicDistrict: 2
NameandAddress: [REDACTED]
ReportedAddressofViolations: The Rock
SubjectofComplaint: Loud megaphone noises and horns honking coming from the rock complex between 9 30PM - 10:30pm multiple times
ClientIP: [REDACTED]
SessionID: [REDACTED]
[See Current Results](#)

C20200105-Plan
C20200106-Pol.

Shirley Roberts

Subject: FW Complaint Form-7900 Crystal Ridge Road

From: complaint@franklinwi.info <complaint@franklinwi.info>
Sent: Monday, May 25, 2020 7:22 AM
To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>, Aimee Schlueter <ASchlueter@franklinwi.gov>
Subject: Complaint Form

Date: 5-23-2020
HomePhone:
WorkPhone:
EmailAddress:
SignatureofComplainant:
ActionFileNumber: C20200105-Planning, C20200106-Police
TaxKeyNumber: 744-8980-001
ReceivedBy: Shirley
DateReceived: 5-23-20
DepartmentComplaintReferredTo: Planning and Police
AldermanicDistrict: 2
NameandAddress:
ReportedAddressofViolations: The Rock

SubjectofComplaint: Noise As much as I love the Rock and the entertainment and activities they offer the noise level from the outdoor movie night was completely out of control! We could not hear our own music/television I love drive-in movies but why so loud? Shred screamed and I almost fell off my chair! Please work with us on this one it's doable.

ClientIP:
SessionID:
[See Current Results](#)

C20200113 - Police
C20200114 - Planning

Shirley Roberts

Subject: FW: Complaint Form-7900 Crystal Ridge

From: complaint@franklinwi.info <complaint@franklinwi.info>
Sent: Wednesday, May 27, 2020 1:43 PM
To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>, Aimee Schlueter <ASchlueter@franklinwi.gov>
Subject: Complaint Form

Date: 5/22/2020 to present
HomePhone: " "
WorkPhone: " "
EmailAddress: " "
SignatureofComplainant: " "
ActionFileNumber: C20200113-Police, C20200114-Planning
TaxKeyNumber: 744-8980-001
ReceivedBy: Shirley
DateReceived: 5-27-20
DepartmentComplaintReferredTo: Police and Planning
AldermanicDistrict: 2
NameandAddress: " "
ReportedAddressofViolations: Drive-in at Rock Ballpark Drive

SubjectofComplaint:

I have lived in my home for 40 years. It used to be like a park. It is terrible what has been allowed to disrupt my home all day for 5 to 8 hours daily. It is just as loud as the stadium and bands, which is awful. The volume needs to be turned down. My movies and the announcer is talking and honking is going on. And now it is for all afternoon and night. The announcer I can hear inside my home and the movie including swearing. There are a lot of kids that live around this place, how is that acceptable? We cannot hear the birds or enjoy our yard or be able to sleep well. This has to stop being so loud. Why does it have to be that loud? This is in a residential area. It used to be a parklike setting at my home, now it is not. How much money has the City given this project to destroy

ClientIP: " "
SessionID: " "
[See Current Results](#)

C20200115 - Police
C20200116 - Planning

Shirley Roberts

Subject: FW Complaint Form-7900 W Crystal Ridge

From: complaint@franklinwi.info <complaint@franklinwi.info>
Sent: Wednesday, May 27, 2020 2:13 PM
To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>, Aimee Schlueter <ASchlueter@franklinwi.gov>
Subject: Complaint Form

Date: 5/27/2020
HomePhone:
WorkPhone:
EmailAddress:
SignatureofComplainant:
ActionFileNumber: C20200115-Police, C20200116-Planning
TaxKeyNumber: 744-8980-001
ReceivedBy: Shirley
DateReceived: 5-27-20
DepartmentComplaintReferredTo: Police and Planning
AldermanicDistrict: 2
NameandAddress:
ReportedAddressofViolations: The Rock - Drive-In Movie Theatre

SubjectofComplaint:

Hello there - I am . . . the Rock . . . It never occurred to me that the new drive-in movie theatre would be a sound nuisance, because I assumed it would be relatively silent like the old days and only audible to the audience . (well, I'm dating myself here) But in any event, we were stunned and disappointed at the late-night loudness of the movie broadcast into our neighborhood, particularly because I'm . . . Beyond 11pm is unreasonable on a weekend, and beyond 10pm on a week night in my humble opinion. The police say there is a decibel meter at the Rock and that they are fined if they exceed a predefined limit Did they exceed that limit last weekend? If not, how do I advocate for the limits to be reduced? We want to welcome the economic activity, particularly one that facilitates social distancing and safety, but we also hope everyone can be good neighbors

ClientIP:
SessionID:
[See Current Results](#)

C2200125 - Plan

Shirley Roberts

Subject: FW Complaint Form-7900 Crystal Ridge

From: complaint@franklinwi.info <complaint@franklinwi.info>

Sent: Thursday, May 28, 2020 3:28 PM

To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>, Aimee Schlueter <ASchlueter@franklinwi.gov>

Subject: Complaint Form

Date: 5/22 to 5/27

HomePhone: ---

WorkPhone: ---

EmailAddress: ---

SignatureofComplainant: ---

ActionFileNumber: C20200125

TaxKeyNumber: 744-8980-001

ReceivedBy: Shirley

DateReceived: 5-28-20

DepartmentComplaintReferredTo: Planning

AldermanicDistrict: 2

NameandAddress: ---

ReportedAddressofViolations: Ballpark Drive

SubjectofComplaint:

The volume allowed at this location is hazardous. This is disruptive to the homes surrounding this development. The profanity and other inappropriate language being broadcast throughout the surrounding communities needs to be mitigated. The mayor stated at the meeting that people would be using earbuds, and "that the neighbors will not hear it." Well, it is clearly being broadcast. The sound monitors are not properly installed in the correct locations which should have used a scientific comprehensive sound study to determine locations. The sound study was a condition of the 2016 creation of the PDD that "must be met" according to the newspapers at that time as well as a couple dozen other requirements that was removed or amended to accommodate this development. The mayor stating that the airplane flying over is louder than this venue, clearly an airplane flying over a couple of times a day for 25 seconds is nothing like 4 to 8 hours of broadcast noise per day.

ClientIP: ---

SessionID: ---

[See Current Results](#)

C20200128 Planning

Shirley Roberts

Subject: FW Complaint Form-7900 Crystal Ridge Road

From: complaint@franklinwi.info <complaint@franklinwi.info>
Sent: Friday, May 29, 2020 12:13 PM
To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>; Sandi Wesolowski <SWesolowski@franklinwi.gov>, Aimee Schlueter <ASchlueter@franklinwi.gov>
Subject: Complaint Form

Date: May 29, 2020
HomePhone:
WorkPhone:
EmailAddress:
SignatureofComplainant:
ActionFileNumber: C20200128
TaxKeyNumber: 744-8980-001
ReceivedBy: Shirley
DateReceived: 5-29-20
DepartmentComplaintReferredTo: Planning
AldermanicDistrict: 2
NameandAddress:
ReportedAddressofViolations: 7900 Crystal Ridge Road, Franklin, WI 53132

SubjectofComplaint: When the theater first opened, every bit of sound BLARED throughout through a PA system. After a few days, the sound now comes LOUD and CLEAR through speakers. I hear all the music, people talking, animals howling and barking, etc. This goes on for hours every evening and sometimes afternoons. According to news articles, the sound was to come into cars only through a radio frequency—OR—are super loud speakers now being used to project the sound so people don't have to sit in their cars??? It is disgusting and irritating that the city of Franklin thinks more of one business owner than many of its tax paying residents. Anyone reading this should be very thankful they don't have a home in [redacted]. PS For some reason, the sound was much lower on Monday, May 25 and Thursday, May 28. Also, the sound comes through different parts of the neighborhood at different levels.

ClientIP:
SessionID:
[See Current Results](#)

C 20200146

Shirley Roberts

Subject: FW Complaint Form-7900 W Crystal Ridge

From: complaint@franklinwi.info <complaint@franklinwi.info>

Sent: Thursday, June 4, 2020 9 58 PM

To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>; Aimee Schlueter <ASchlueter@franklinwi.gov>

Subject: Complaint Form

Date: 6/4/2020

HomePhone: .

WorkPhone: .

EmailAddress: .

DateofIncident: 6/4/2020

TimeofIncident: 5 30

SignatureofComplainant:

ActionFileNumber: C20200146

TaxKeyNumber: 744 8980-001

ReceivedBy: Shirley

DateReceived: 6-5-20

DepartmentComplaintReferredTo: Planning

AldermanicDistrict: 2

NameandAddress: .

ReportedAddressofViolations: Rock sports complex / drive-in

SubjectofComplaint: The sound broadcast before the movie is very loud Could hear words to song in
Movie I can hear but presently do not understand words just mumbles, it
is less wind now compared to at 5 30 Volume should be turned down for music
also

ClientIP: .

SessionID: .

[See Current Results](#)

C20200157

Shirley Roberts

Subject: FW Complaint Form-7900 Crystal Ridge Drive

From: complaint@franklinwi.info <complaint@franklinwi.info>

Sent: Friday, June 5, 2020 10:56 PM

To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>; Aimee Schlueter <ASchlueter@franklinwi.gov>

Subject: Complaint Form

Date: 6/5/2020

HomePhone: _____

WorkPhone: _____

EmailAddress: _____

DateofIncident: 6/5/2020

TimeofIncident: 10:48 pm

SignatureofComplainant: _____

ActionFileNumber: C20200157

TaxKeyNumber: 744-8980-001

ReceivedBy: Shirley

DateReceived: 6-8-20

DepartmentComplaintReferredTo: Planning

AldermanicDistrict: 2

NameandAddress: _____

ReportedAddressofViolations: Ballpark Drive / Rock Drive In

SubjectofComplaint: The noise is extremely loud coming from the BPC area. Why does it need to be so loud? How does that help the revenue of this project? It does not change anything to turn all the venues down. The music and the movie or any other activity need to be turned down. Maybe if this development was a better neighbor more local people would attend.

ClientIP: _____

SessionID: _____

[See Current Results](#)

C20200107-G
C20200108-Police

Shirley Roberts

Subject: FW Complaint Form-7900 Crystal Ridge Road

From: complaint@franklinwi.info <complaint@franklinwi.info>
Sent: Tuesday, May 26, 2020 10:09 AM
To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>; Sandi Wesolowski <SWesolowski@franklinwi.gov>; Aimee Schlueter <ASchlueter@franklinwi.gov>
Subject: Complaint Form

Date: 5.26 2020
HomePhone: [REDACTED]
WorkPhone: [REDACTED]
EmailAddress: [REDACTED]
SignatureofComplainant: [REDACTED]
ActionFileNumber: C20200107-Planning, C20200108-Police
TaxKeyNumber: 744-8980-001
ReceivedBy: Shirley
DateReceived: 5-26-20
DepartmentComplaintReferredTo: Planning and Police
AldermanicDistrict: 2
NameandAddress: [REDACTED]
ReportedAddressofViolations: 7900 Crystal Ridge Rd, Franklin, WI 53132

SubjectofComplaint:

The noise from the drive in movie theater is excessive and occurs late into the night. It is so loud I can tell what movie is playing from my bedroom. I am [REDACTED] The noise made it hard to go to bed at a reasonable hour [REDACTED] this weekend when the movie was playing past 11pm I also have [REDACTED] who can hear the offensive language of the later movies which keeps them awake

ClientIP: [REDACTED]
SessionID: [REDACTED]
[See Current Results](#)

C20200194-Plan
~~C20200194~~
C20200196-Health

Shirley Roberts

Subject: FW Complaint Form7900 W Crystal Ridge Dr

From: complaint@franklinwi.info <complaint@franklinwi.info>

Sent: Saturday, June 20, 2020 7:29 PM

To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>, Aimee Schlueter <ASchlueter@franklinwi.gov>

Subject: Complaint Form

Date: 6/20/2020

HomePhone: -

WorkPhone: -

EmailAddress: -

DateofIncident:

TimeofIncident:

SignatureofComplainant: -

ActionFileNumber: C20200194-Planning, C20200196-Health

TaxKeyNumber: 744-8980-001

ReceivedBy: Shirley

DateReceived: 6-22-20

DepartmentComplaintReferredTo: Planning and Health

AldermanicDistrict: 2

NameandAddress: -

ReportedAddressofViolations: Umbrella Bar 7005 S Ballpark Drive Franklin, WI 53132

SubjectofComplaint: Umbrella Bar at Ballpark Commons is playing loud music that can be heard from over a mile away. Additionally, Franklin's website for COVID-19 says mass gatherings which includes concerts should be limited to 50 people or fewer, and there are also hundreds of people gathered for this concert. The Umbrella Bar is not following Franklin's guidelines for COVID-19. But I'm guessing Franklin will do nothing about this.

ClientIP: -

SessionID: -

[See Current Results](#)

0200 0199

Maggie Poplar

From: Maggie Poplar
Sent: Tuesday, June 30, 2020 12:07 PM
To: Steve Olson
Cc: Shirley Roberts, Maggie Poplar
Subject: FW: Complaint Form/7900 Crystal Ridge

From: Shirley Roberts
Sent: Tuesday, June 30, 2020 10:02 AM
To: Maggie Poplar <MPoplar@franklinwi.gov>
Subject: FW: Complaint Form

**Shirley Roberts,
Deputy City Clerk**

City of Franklin
City Clerk's Office
9229 West Loomis Road
Franklin, WI 53132
sroberts@franklinwi.gov
Phone: 414-425-7500
Fax: 414-425-6428



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From: complaint@franklinwi.info <complaint@franklinwi.info>
Sent: Saturday, June 27, 2020 7:52 PM
To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>, Aimee Schlueter <ASchlueter@franklinwi.gov>
Subject: Complaint Form

Date: 6/27/2020
HomePhone: *** ** *
WorkPhone: *** ** *
EmailAddress: **** ***** *****
DateofIncident: 6/27/2020
TimeofIncident:

SignatureofComplainant:
ActionFileNumber: C20200199
TaxKeyNumber: 744-8980-001
ReceivedBy: Maggie
DateReceived: 6/30/2020
DepartmentComplaintReferredTo: Planning
AldermanicDistrict: 2
NameandAddress:
ReportedAddressofViolations: Umbrella Bar Ballpark Commons 7005 S Ballpark Drive Franklin, WI 53132
Cover band is playing at the Umbrella Bar at Ballpark Commons and I can hear every word to every song I live from this concert I shouldn't be about to hear anything Are they following Franklin's Health Department guidelines for mass gatherings?
SubjectofComplaint:
ClientIP:
SessionID:
See Current Results

C20200237

Shirley Roberts

Subject: FW Complaint Form-7900 Crystal Ridge

From: complaint@franklinwi.info <complaint@franklinwi.info>

Sent: Monday, July 13, 2020 12:30 PM

To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>, Maggie Poplar <MPoplar@franklinwi.gov>

Subject: Complaint Form

Date: 7/13/2020

HomePhone: [REDACTED]

WorkPhone: [REDACTED]

EmailAddress: [REDACTED]

DateofIncident: 7/12/2020

TimeofIncident: noise until 11:05 PM

SignatureofComplainant: [REDACTED]

ActionFileNumber: C20200237

TaxKeyNumber: 744 8980-000

ReceivedBy: Shirley

DateReceived: 7-13-20

DepartmentComplaintReferredTo: Planning

AldermanicDistrict: 2

NameandAddress: [REDACTED]

ReportedAddressofViolations: The Rock / Ballpark Commons 7900 Crystal Ridge / Ballpark Drive

SubjectofComplaint: The excessive noise leaving this property is detrimental to the families for miles around this facility as well as the public parks. It impacts the quiet enjoyment of the parks and is a health hazard
<http://www.noiseoff.org/document/who.summary.pdf> "noise pollution, which has profound public health implications. Noise pollution creates a need for action at the local level, as well as for improved legislation and management. Urban noise pollution produces direct and cumulative adverse health effects by degrading residential, social, working, and learning environments with corresponding real (economic) and intangible (well-being) losses. The World Health Organization has documented seven categories of adverse health effects of noise pollution on humans." "In residential populations, combined sources of noise pollution will lead to a combination of adverse effects." Allowing this facility to be detrimental to the health of the community members is irresponsible.

ClientIP: [REDACTED]

SessionID: [REDACTED]

[See Current Results](#)

C20200244-
Planning

Shirley Roberts

Subject: FW Complaint Form-7900 Crystal Ridge Drive

From: complaint@franklinwi info <complaint@franklinwi info>
Sent: Thursday, July 16, 2020 8 02 AM
To: Lisa Huening <LHuening@franklinwi gov>, Shirley Roberts <SRoberts@franklinwi gov>, Sandi Wesolowski <SWesolowski@franklinwi gov>, Maggie Poplar <MPoplar@franklinwi gov>
Subject: Complaint Form

Date: 7/16/2020
HomePhone:
WorkPhone:
EmailAddress:
DateofIncident:
TimeofIncident:
SignatureofComplainant:
ActionFileNumber: C20200244
TaxKeyNumber: 744-8980-001
ReceivedBy: Shirley
DateReceived: 7-16-20
DepartmentComplaintReferredTo: Planning
AldermanicDistrict: 2
NameandAddress:
ReportedAddressofViolations: 7900 Crystal Ridge Rd Franklin, WI 53132
SubjectofComplaint: There was a voice talking on and off from the PA system at Ballpark Commons earlier this morning for about 10 minutes
ClientIP:
SessionID:
[See Current Results](#)

C 2020 0248

Shirley Roberts

Subject: FW Complaint Form-7900 Crystal Ridge

From: complaint@franklinwi.info <complaint@franklinwi.info>
Sent: Thursday, July 16, 2020 4:37 PM
To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>, Maggie Poplar <MPoplar@franklinwi.gov>
Subject: Complaint Form

Date: 7/16/2020
HomePhone: [REDACTED]
WorkPhone: [REDACTED]
EmailAddress: [REDACTED]
DateofIncident: 7/16/2020
TimeofIncident: 7.10
SignatureofComplainant: [REDACTED]
ActionFileNumber: C20200248
TaxKeyNumber: 744-8980-001
ReceivedBy: Shirley
DateReceived: 7-16-20
DepartmentComplaintReferredTo: Planning
AldermanicDistrict: 2
NameandAddress: [REDACTED]
ReportedAddressofViolations: Rock Sport Complex 7900 Crystal Ridge

SubjectofComplaint: I have lived in my home for over ~~many~~ years. This is a public nuisance. I was awakened by someone talking over the loudspeakers at this facility this morning. This impacts my quiet enjoyment, my sleep and health. And scares away all the animals and birds by how loud it is. Why was there broadcast noise at 7:10 am. This is not acceptable. All the noise coming ~~from the facility~~ has to stop. And the late hours and people talking on the system and blaring music late into the night.

ClientIP: [REDACTED]
SessionID: [REDACTED]
[See Current Results](#)

C20200249

Shirley Roberts

Subject: FW Complaint Form-7900 W Crystal Ridge

From: complaint@franklinwi.info <complaint@franklinwi.info>

Sent: Friday, July 17, 2020 10 12 AM

To: Lisa Huening <LHuening@franklinwi.gov>, Shirley Roberts <SRoberts@franklinwi.gov>, Sandi Wesolowski <SWesolowski@franklinwi.gov>, Maggie Poplar <MPoplar@franklinwi.gov>

Subject: Complaint Form

Date: 7/17/2020

HomePhone: [REDACTED]

WorkPhone: [REDACTED]

EmailAddress: [REDACTED]

DateofIncident: 7/16/2020

TimeofIncident: 7 10 AM

SignatureofComplainant: [REDACTED]

ActionFileNumber: C20200249

TaxKeyNumber: 744-8980-001

ReceivedBy: Shirley

DateReceived: Shirley

DepartmentComplaintReferredTo: Planning

AldermanicDistrict: 2

NameandAddress: [REDACTED]

ReportedAddressofViolations: Rock Sports Complex / Ballpark Commons

SubjectofComplaint:

PA system was being used at BPC @ 7.12 AM Thursday I called police How is that acceptable to wake people? The absurd thought that something is not a legitimate complaint because it does not last for 30 minutes is irresponsible This broadcast announcer woke many people in the area up BPC impacts the ability to sound sleep in morning and evenings and destroys quiet enjoyment of our properties The WHO "The adverse health effects of noise pollution are numerous, pervasive, persistent, and medically and socially significant These adverse effects represent a significant public health problem that can lead to social handicaps, reduced productivity, impaired learning, absenteeism, increased drug use, and accidents " BPC should not be able to cause health issues for surrounding homes Period How does it help financially to have it so loud? Project was failing before Covid PC 3/5/2020 "feasibility issues" "revenue issues" "construction cost cutting" were all stated by BPC group

ClientIP: [REDACTED]

SessionID: [REDACTED]

[See Current Results](#)

Regulo Martinez-Montilva

From: Rick Oliva
Sent: Thursday, August 20, 2020 3:41 PM
To: Regulo Martinez-Montilva
Subject: RE: Drive-in Theater

We had 6 complaints in May and none since

Rick Oliva
Chief of Police
Franklin Police Department
9455 W Loomis Road
Franklin, WI 53132
(414) 425-2522
police@franklinwi.gov



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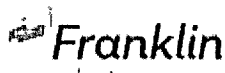
From: Regulo Martinez-Montilva
Sent: Thursday, August 20, 2020 3:15 PM
To: Rick Oliva <ROliva@franklinwi.gov>
Cc: Heath Eddy <HEddy@franklinwi.gov>
Subject: Drive-in Theater

Chief Oliva,

We have a public hearing tonight about the Milky Way Drive-in Theater. Has the Police Department received any noise complaints recently?

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

Phone (414) 425-4024 / 427-7564
RMartinez-Montilva@franklinwi.gov



Call#
Initial CFS
Reported Location
CSZ

Case# Generate **C**
 Received Source P Phone
 Reported 05/23/2020 18:09:23

Caller reports loud music and someone speaking on a microphone from the area south of her residence. Caller states it was going on last night until 2300hrs and is starting again tonight. Dispo: Officer did not hear any excessive noise upon his arrival. After speaking with the caller it was determined the noise may have come from The Rock in Franklin. Caller advised to call our department if they are able to provide a more specific location of the noise.

Call#
Initial CFS
Reported Location
CSZ

Case# Generate
 Received Source P Phone
 Reported 05/23/2020 22:28:48

Caller contacted FRPD reference loud noise coming from The Rock complex, told to contact our department. Dispo: Officer determined sound was coming from the new drive in theater. However, the sound could only be detected when officer's squad was turned off and window was down.

Call#
Initial CFS
Reported Location
CSZ

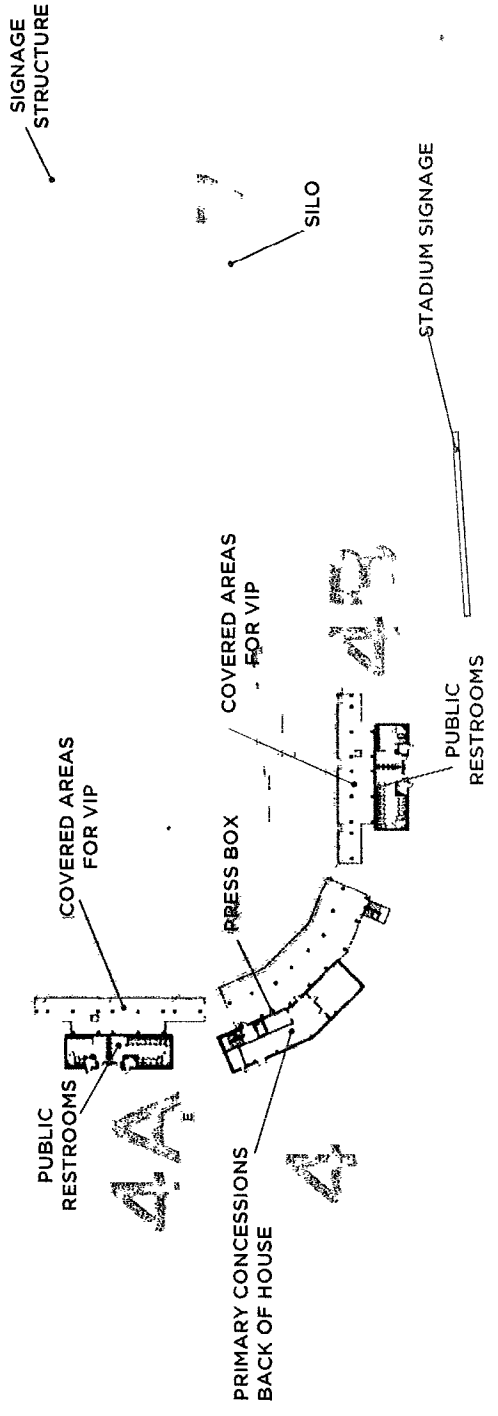
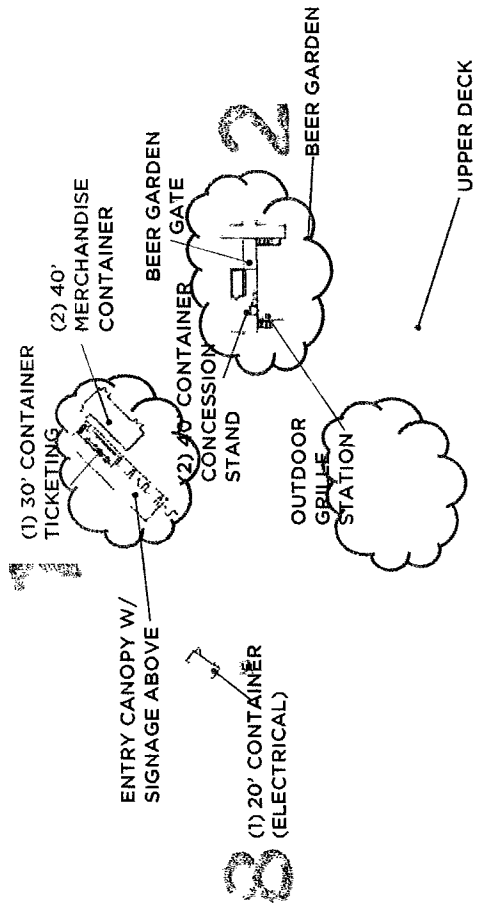
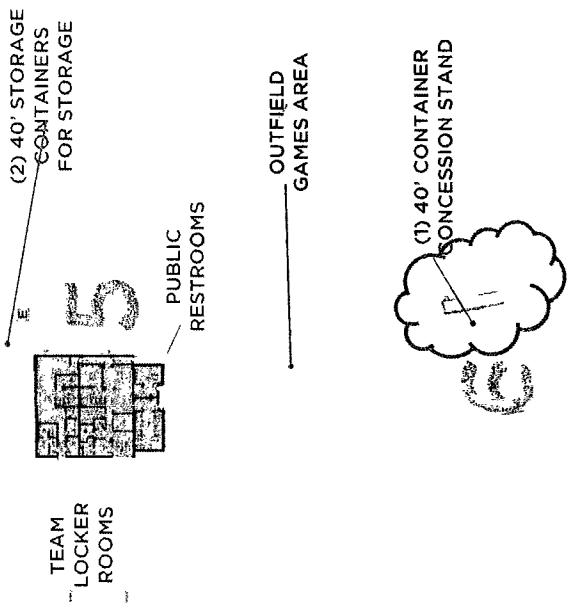
Case# Generate
 Received Source P Phone
 Reported 05/23/2020 23:25:41

Caller reports calling FRPD reference noise from the The Rock Complex, was told to contact our department. Dispo: Officer responded and could hear noise coming from the reported area. The noise level was found not to be excessive.

Call#
Initial CFS
Reported Location
CSZ

Case# Generate
 Received Source P Phone
 Reported 05/24/2020 0:37:50

Caller reporting a noise complaint for the Rock as well as the traffic complaint for vehicles turning down the wrong streets, and is concerned about traffic accidents that could occur during this time. Dispo: Officer responded and did not hear any noise on arrival. Most vehicles left before Officer arrival. Caller is worried with how fast vehicles are leaving the Rock. Attention 2nd and 3rd shift.



group

Regulo Martinez-Montilva

From: Tom Johns <tomj@rocventures.org>
Sent: Thursday, August 20, 2020 12:30 PM
To: Regulo Martinez-Montilva
Cc: Heath Eddy
Subject: Re: Milky Way Drive-in Theater

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Regulo,

The tweaks have been a collection of minor adjustments that work together to mitigate the noise. We actively monitor the sound levels, as well as work with qualified personnel to make sure we are on top of it as we know it to be a sensitive issue. I'm very glad to hear that there have been no more complaints.

We're looking forward to tonight as well.

Best,

TJ

From: Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>
Date: Wednesday, August 19, 2020 at 2:36 PM
To: Tom Johns <tomj@rocventures.org>
Cc: Heath Eddy <HEddy@franklinwi.gov>
Subject: Milky Way Drive-in Theater

Tom,

I am looking forward to the public hearing tomorrow. One question: We received several noise complaints during the two first weeks of operation of the Milky Way Drive-in Theater (May 22-June 5) but we have not received more complaints on this matter since then. What measures did the operator take to mitigate the noise?

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

Phone (414) 425-4024 / 427-7564
RMartinez-Montilva@franklinwi.gov



F

Heath Eddy

From: DANA KERR <KerrConsulting@msn.com>
Sent: Thursday, August 20, 2020 5:00 PM
To: Daniel Mayer, Mark Dandrea, leonpl@hotmail.com, hogiehouse@live.com, adam.burckhardt@live.com, Glen Morrow, Jesse Wesolowski, Heath Eddy, Sweslowski@FranklinWI.gov, Heath Eddy, Scott Satula, kevinHaleyLA@gmail.com
Subject: Public Hearing Planning Commission Drive-In Movie
Attachments: OnlineComplaintsBPC.pdf

Dear members of the Planning Commission and City staff, please include my comments in the online record for this public hearing

Dana Gindt 9011 West Hawthorne

I am requesting that the permanent approval for the drive-in movie theater be rejected and tabled until further information can be supplied. I am requesting several other conditions of any further consideration of this approval as noted below.

To clarify a couple of items. I see the packet includes the statement that 7 online complaints were filed the first couple of days of events. Attached is a report indicating there are 10 online complaints for that period and 12 for the following weeks. I have attached the actual online complaints so you can review the comments including that profanity is being broadcast until nearly 1:00 AM into the surrounding homes. Broadcasted profanity was so loud it was reaching inside the structures of homes miles away. Citizens on Facebook were complaining for miles in every direction. Did this reach the City threshold for a "material violation"? It was offensive and yet what were the consequences? There are 2 to 3 movies daily creating multiple hours of noise pollution including R-rated movies. Also attached are the police reports for this development for that timeframe. I think to understand the issues this information should be reviewed. Just listing that there were 7 online complaints is not fully informative. The police calls for this same time period should also be reviewed for the impact from this movie venue.

Before approving the special use for this I am requesting that each of you should personally walk the neighborhoods in Franklin and Greendale to hear the impact on the homes and families surrounding this facility. And please do further research into the impact on sound pollution. The sound is impacted by the direction of the wind, better controls need to be implemented requiring a scientific evaluation of this facility. I appreciate the PC members that did come to my neighborhood, the facility was about half the normal volume of most other nights, including the night before. But I sincerely appreciate and respect the time and effort of those representatives.

I am requesting the following:

- 1) This item be tabled until the Comprehensive Sound Study is completed which was a requirement of this PDD.
- 2) No spot lights. No other uses should be allowed at the Milkway facility. Spotlights are proposed for on this packet for "special events." This should not be approved. Any other uses other than a drive-in MOVIE should require a separate application and separate public hearing with detailed plans.
- 3) All music, announcers, previews, the featured movie, and any/all other activities need to utilize an am/fm radio frequency and/or digital apps. NO BROADCASTING or amplification device should be used for any activity.

during, after or before the movie or any other activity at this venue. That is what the mayor stated would be happening for this venue at the approval on 5/19/20 That is not what has been happening for nearly 110 days.

4) Hours of operation: the PC packet of information on bottom page 1 indicates hours of operation from 5 to 11 pm How can this be accurate when there are movies that start at 3:00 pm and others that START 10:30 pm The last movie of the night should start at 9:00 PM or earlier. That would help address some of the noise / traffic

5) It is stated throughout this packet there are **no undue adverse impacts** or interference with surrounding areas and citizens This is clearly incorrect Dozens of citizens have voiced concerns about this facility keeping children and families awake, disrupting sleep, destroying the quiet enjoyment of our yards and homes That is significant adverse impact and is a public nuisance under City Ordinance 178.

6) The financials for this project should be examined prior to giving any further permanent approvals In my opinion, the Development agreement is not being followed and is in non-compliance The document mandates \$20 million dollars of added assessed value by the end of 2018, there was \$2 million For the end of 2019 it was required to have \$50 million dollars of added value By the end of 2020 it was required to have \$94 million The developer is presently in court challenging the low assessed value already per the City Finance meeting July 2020. Why not make it a condition of any additional funding that the volume is turned down to meet the 50 decibels of the residential neighborhood and then to 45 decibels after 10 pm? And that any and all activities at the drive in area are exclusively using digital apps and am/fm radio frequencies

A comprehensive Sound study was a condition of the approval and creation of this development in 2016 which has now become primarily an entertainment venue creating a public nuisance to the thousand surrounding citizens. It is clear that the City of Franklin shows little interest in protecting the neighborhoods or other uses surrounding this development based on the following information

Back to the public nuisance of noise pollution According to the City of Franklin website - [https://www.franklinwi.gov/Files/Business/RockBallparkCommons/Ballpark Commons FAQs 5-7 2019.pdf](https://www.franklinwi.gov/Files/Business/RockBallparkCommons/Ballpark%20Commons%20FAQs%205-7%202019.pdf). The following narrative is included verbatim

"What is the status of the light and sound study? There is not a requirement or condition for sound and light mitigation. There was, but is no longer, a requirement for a light and sound study That condition of the PDD was removed by the Common Council at its June 19, 2018 meeting during its review and approval of a Major PDD Amendment **The removal of the condition has little practical effect because changes to the lighting and sound systems have already been implemented to minimize impacts to the neighborhoods.** BPC must abide by the City's standard sound and light regulations, and the developers agreement with Milwaukee County."

This was POSTED as noted on the information 5-7-2019 That was over a month BEFORE the stadium was opened for the first time and was BEFORE the concert series started at the umbrella bar so HOW was it mitigated when the system was not operating? The statement that this has LITTLE practical effect is offensive. The health of hundreds of families in all directions are impacted plus property values Sound is listed as the second most hazardous pollution in the world today by World Health Organization and several other institutions Exhibit C of the City Development Agreement states "NOISE and LIGHT MITIGATION PLAN" and indicates 1) 2017/2018 Noise and Light Mitigation Plan How can there be a mitigation plan in 2017 or even 2018 when there is no stadium? This document says MITIGATION The first step in mitigation is measuring the problem that needs to be reduced So how can the City say on 5/7/2019 that there is no requirement or condition of sound and light MITIGATION **"Residents in the communities of Franklin and Greendale have expressed concerns regarding noise and light levels at and beyond the Project Boundaries"**

It is the SECOND sentence of Exhibit C in this PC packet. This issue has been clear since 2013. It is not a surprise or some new issue, and yet the City continues to allow more and more noise pollution venues to be added. The movie theater being allowed to broadcast movies, announcements, music by any other activity other than an am/fm radio frequency and digital apps should not be approved.

Also, exhibit C included in this PC packet indicates 1) 2017/2018 Noise and Light Mitigation Plan - there is NO information about the sound system ANYWHERE. Only the light design is included. Exhibit C also indicates ABATEMENT BOUNDARIES. The definition of abatement is an ending of something (like abatement of asbestos - it is the removal of that substance so the noise should end at that boundary not be allowed at such an excessive level. All other residential areas in Franklin have 50 decibels as the maximum sound in the entire neighborhood as indicated on table 15-3 1107 noted in the PDD for this development. That is not the case here. The excessive 79 decibels which was in my opinion, approved under misrepresentations by the developer at public meetings that the County did a Sound study and used data and approved 79 decibels. All of which is inaccurate. Mitigation is the lessening of the severity of something. Again, the comment that there was no mitigation requirement is misleading and misrepresenting this condition and dozens of others that "must be met" to move forward per the City Planner in 2016 in a Milwaukee Journal article. How was proper mitigation completed or even appropriate placement of monitors without scientific research into the sound contours of the property? I can tell you antidotally from years of experience of noise from this project, that the sound is louder 1/2 mile away than it is at the monitor on the boundary line. Monitors are installed 1,000' to 2,500' away from the source. How can that be a meaningful or relevant measurement when no science was involved in their placement?

I am predicting that the drive-in theater will be approved since hundreds of major amendments and special exceptions have been made for this project. In my opinion, the City is so over subsidized in this project it is incapable of enforcing their own ordinances or standards created to create integrity of process. Simply because in my opinion the City "HAS to make this project work". And appears to desperately try to do that by whatever means possible even to the detriment of the taxpayers and the neighbors.

The City's excessive concentration on over 2/3 of the ENTIRE City Debt related to developments is in this ONE development. As indicated in the 2019 CAFR. As discussed at the City Finance meeting last month, the developer involved in a lawsuit challenging the assessed value of this project despite it being significantly lower than what was committed to in the Development agreement. The mandated \$50 million of added assessed value by the end of 2019 is significantly short, this was before the pandemic. And \$94 million by the end of 2020. This TID requires a debt service payment which was discussed during the Finance Committee July 28, 2020 to have over 1/2 million dollars needed to come out of the General Fund to make this interest only debt service payment. In the meantime, the developer is selling off development pads but appears unable to make payments. Such as the Impact Fees for this project that were delayed and reduced substantially (\$165,000) per the Finance meeting and still the payment due July 1, 2020 was not made. Multiple citizens over the years with financial expertise have expressed concerns that this project is not feasible financially, the Finance Committee indicated "the developer said that he is generating less than \$1 million dollars in revenues on those recreation fields on an annual basis". Clearly this was before the pandemic in 2019. Many believed this would be a burden on taxpayers. Most of the citizens, myself included, did not realize it would also be allowed to become a public nuisance.

Included in the above attachment are 3 official City of Franklin online complaints regarding the amplified announcer being broadcast at 7:10 AM on 7/16/2020. This was the morning after the Audit Committee approval of the Comprehensive Sound Study resolution for this facility and the morning that former Supervisor Taylor / former Alderman Taylor said that this facility should "TURN IT UP" on Facebook. So although it woke

up people in this neighborhood from a sound sleep it is not considered a "violation" *A violation will be considered material if it represents a complaint filed with the operator or the City of Franklin and is evidenced in the monitoring data logs by an exceedance (Trigger Event) that is not permitted and is not corrected and remediated within 30 minutes of the Trigger Event*

Clearly this is not a realistic, reasonable parameter for sound intrusion into the surrounding areas. Below is the Resolution approved by the County Board 17-2-1 excused. Clearly Milwaukee County has concerns about the level of noise at this location and the adverse impact of the noise pollution on the surrounding areas. In my opinion, this entire project since 2016 has been lacking details regarding the sound system, sound plan and addressing the concerns of neighbors which was a requirement of the PDD.

<https://milwaukeecounty.legistar.com/View.aspx?M=F&ID=8685867&GUID=6F35D67A-AEC7-4760-A62D-976788943296>

Before approving the special use for this I am requesting that each of you should personally walk the neighborhoods in Franklin and Greendale to hear the impact on the homes and families surrounding this facility. And please do further research into the impact on sound pollution. The sound is impacted by the direction of the wind, better controls need to be implemented requiring a scientific evaluation of this facility. I appreciate the members that did to come to my neighborhood, it was about half the normal volume.

Please help me protect my children and the parks and other 1,000 citizens around this facility. I appreciate your consideration,
Dana Gindt

Below is some information for reference.

This table is referenced in PDD for this development. Table 15-13.1107.

Maximum Permitted Sound Levels in All Zoning Districts At no point either on the boundary of a zoning district or site boundary line shall the sound level of a use exceed the decibel level shown in Table 15-3 1107(C) for the zoning districts indicated.

Table 15-3.1107(C)

Maximum Permitted Sound Levels in dBA by Zoning District

Zoning District	Maximum Permitted Sound Level (dBA)	
	7:00 a.m. - 10:00 p.m.	Maximum Permitted Sound Level (dBA) 7:00 p.m. - 7:00
All Agricultural, All Residential, B-1 and I-1 Districts	50	45
B-2, B-3, B-4, and B-5 Districts	65	60
B-6, CC, and VB Districts	55	50
M-1, M-2, BP, and L-1 Districts	65	65
P-1 District (Ski Hill & zoning of PDD)	55	55
AO Airport Overlay District	65 (also see § 15-3 0607)	65 (also see § 1
FW, FC, FFO, and SW Districts	45	40

Further evidence that the decibel level should be 55 decibels or less at the zoning boundary / site boundary line is noted below 6/19/18 Common Council meeting Packet 5 of 5 Removal of Comprehensive Sound Study and creation of 79dBA regarding the inappropriately selected ordinance https://www.franklinwi.gov/Files/Agendas/June2018/CC_Mtg_Packet_5of5_6192018.pdf Pages 18 & 19 City of Franklin Planning Manager, Joel Dietl, comments / report, **Comprehensive Sound Study**

The applicant is not proposing to undertake a Comprehensive Sound Study as currently required by condition #2 of the PDD No 37 Ordinance. Rather, the applicant has indicated that they will comply with the sound standards and enhancements as agreed upon with Milwaukee County. However, the sound standards and enhancements currently proposed by the applicant

- **Incorrectly indicates that the City's noise limit is 79 dBA.**
- Pursuant to Section 15-3 1107 of the UDO, the P-1 zoning district (which is the underlying zoning district for The Rock Sports Complex) maximum permitted sound level is **55 dBA**.
- Do **not** identify the specific location of the sound meters required by the agreement with Milwaukee County
- Do **not** indicate the type, location and orientation of all sound systems and speakers
- Do **not** identify the anticipated sound levels associated with the various significant activities proposed at The Rock Sports Complex.
- Do **not** identify the **anticipated sound levels at the nearest residential homes**
- Therefore, staff recommends that the applicant prepare a Comprehensive Sound Study for review and approval by the Common Council, as required by condition number 2 of the PDD No 37 ordinance, and that plan incorporate
 - o establishment of a maximum sound limit of 55 dBA for The Rock Sports Complex, subject to findings of the Study, and approval by the Common Council,
 - o a comprehensive sound level analysis incorporating all significant activities proposed at The Rock Sports Complex.
 - o details of the type, location, orientation, etc., of all sound systems and speakers;
 - o that any alterations or corrections to the approved Comprehensive Sound Study shall to this be completed, and independently verified, prior to the conduct of any new or revised activities at The Rock Sports Complex.

<http://www.noiseoff.org/document/who.summary.pdf>

"As the population grows, there is increasing exposure to noise pollution, which has profound public health implications. Noise pollution creates a need for action at the local level, as well as for improved legislation and management. Urban noise pollution produces direct and cumulative adverse health effects by degrading residential, social, working, and learning environments **with corresponding real (economic) and intangible (well-being) losses**. The World Health Organization has documented seven categories of adverse health effects of noise pollution on humans."

"In residential populations, combined sources of noise pollution will lead to a combination of adverse effects, such as sleep disturbances, cardiovascular disturbances, interference at work, school, and home, and annoyance, among others."

"The adverse health effects of noise pollution are numerous, pervasive, persistent, and medically and socially significant. These adverse effects represent a significant public health problem that can lead to social handicaps, reduced productivity, impaired learning, absenteeism, increased drug use, and accidents."

<http://www.noiseoff.org/> *Noise pollution is human-created sound that has the effect of being annoying, distracting, painful, or physically harmful. It is a public health issue that is adversely affecting the lives of*

millions of people throughout the world. People continuously exposed to noise experience elevated stress levels, mood swings, lost sleep, diminished productivity, hypertension, depression, and hearing loss. In children, it results in slowed learning.

Heath Eddy

From: Sandi Wesolowski
Sent: Thursday August 20, 2020 2:38 PM
To: Steve Olson, Heath Eddy
Cc: Jesse Wesolowski
Subject: FW: Public Hearing Comments for Plan Commission Meeting tonight, 8/20

From: Andy and Becky Kleist <abcdkleist@gmail.com>
Sent: Thursday, August 20, 2020 2:21 PM
To: Sandi Wesolowski <SWesolowski@franklinwi.gov>
Subject: Public Hearing Comments for Plan Commission Meeting tonight, 8/20

Good afternoon,

Please read ALL my comments into the public record at tonight's Plan Committee meeting and be sure to INCLUDE online. Please do not edit or omit any of my comments – Thank you!

Andy Kleist -- 6025 Parkview Rd -- Greendale, WI

As a resident of Greendale and neighbor to The Rock Sports Complex, I ask that you reject the special use application for the Milky Way drive-in movie theater.

Tonight's report to the Plan Commission states that there were only 7 complaints on opening weekend. However, I would like the public record to reflect that many surrounding residents did not officially file complaints but took to social media to complain about the noise across several personal and community-based Facebook pages. I personally read at least 50 negative comments about the noise.

If the plan is to operate a drive-in theater for as many months as possible, I ask that ALL music, announcements, and sound be broadcast ONLY on an AM/FM radio signal or through a digital app. Surrounding residents such as myself do NOT need the additional increase in noise to what we already have forced upon us.

Additionally, tucked away in this proposal is the addition of 4 spotlights to the screen surround for "special occasions." Tonight's proposal is only to approve the Milky Way drive-in as a special use. The addition of spotlights for "special occasions" is a completely different use of this space and should NOT be approved tonight. The developer should specifically define what "special occasions" the spotlights are going to be used for, and then come back to the plan commission for approval and ample time for the public to comment regarding the "special occasions" and use of those spotlights. The developer clearly has a plan for them, and it is not related to the Milky Way drive-in theater. I ask the Plan Commission to reject and table the addition of spotlights in tonight's proposal.

In the Plan Commission packet there is a document titled Division 15-3 0700 Special Use Standards and Regulations. Question #2 in this document asks about "No Undue Adverse Impact." The developer's response to this question is that "*The proposed use and development poses no undue adverse impact on the surrounding areas, structures, or citizens.*" That statement is a complete lie. There are hundreds of official complaints filed with the City of Franklin as well as hundreds of social media complaints dating back to 2013 about the undue adverse impact this development has on the surrounding area and citizens. There is more noise and activity at this development now than ever before, so stating there is no impact to the surrounding area and citizens is insulting. Clearly, the developer has little empathy, respect, or regard for anyone living within 2-3 miles of this development.

Mayor Olson stated at the May 19th Common Council meeting that *"The sound for the movie is going directly inside the cars. There is NO loudspeakers other than the small amount of ambient sound so people going to the refreshment stand or bathrooms can hear the movie. That's it. It is not what we are used to at the stadium, so the neighbors are not going to hear it"* (audio timestamp 2,29,45 minutes)

If that is true, then why did I clearly hear music and an announcer speaking over the course of about 20-30 minutes just last week until 11:30pm from over a mile away at my home? Would you please answer the following questions tonight. Is there a PA system being used before and after the movies to play music and make announcements? Is the music and announcements absolutely necessary to the operation of the drive-in theater? If so, then why can't that be broadcast over an AM/FM radio signal or through a digital app? Why is it so important to play music on loudspeakers so that all the surrounding residential areas must put up with that additional noise, especially that late at night?

Again, I ask that you reject the special use application, as well as the proposal for additional spotlights until the comprehensive sound study, as recently required by Milwaukee County, can be conducted over a period of time when this development is fully up and running. There are undue adverse impacts, so please do not continue to dismiss me, my family, and the 1,000+ families surrounding this development.

Thank you for your time

Andy

Heath Eddy

From: Bernie Carreon <berncarreon@gmail.com>
Sent: Thursday, August 20, 2020 12:59 PM
To: Mark Dandrea, kevinhalevLA@mail.com, leonpl@hotmail.com, hogiehouse@live.com, adamburckhardt@live.com, Glen Morrow, Jesse Wesolowski, Daniel Mayer, Heath Eddy, John Nelson, Kristen Wilhelm, Shari Hanneman, Sweslowski@franklinwi.gov, protzenberg@franklinwi.gov, Scott Satula, Staskunas, Anthony
Subject: Planning Commission Meeting Concern

Hello,

It's come to my attention that the Planning Commission is considering a permanent permit for the Drive-in Theater at Ballpark Commons. This is a grave concern for my family as there is little current control over the sound coming from Ballpark Commons and not enough information about how the sound behaves once it leaves the premises. On many nights, we can still hear it clearly in our bedrooms - even with the windows closed.

We live at 6928 S 90th St in the Hawthorne Neighborhood. Our bedroom windows are approximately a mile from home plate, but since the opening of the stadium, on many days and nights we can hear the announcers and music clearly in our bedrooms at night - even with the windows closed. Sometimes it is not as bad - last night for example, however, Tuesday this week was another example where we could hear it as we lay in bed trying to sleep. The sound is not being mitigated on a consistent basis and we should not depend on the weather and wind to protect us.

Max, my son age 9, spoke to the Common Council about this concern over a year ago and we have made multiple complaints, but the Police will not follow through. I asked what they would do if a neighbor was keeping us up and they said they would contact that neighbor and stop it, however, they have been directed to not respond to noise complaints about Ballpark Commons and say I should reach out to you instead.

I am asking you on behalf of Max, my daughter Mia, and wife Bao to please not give a permanent permit for the Drive-in and please study how the sound has affected families since the Ballpark opened before making more decisions that will unfortunately harm myself and my children. This is not an exaggeration and we are an honest family - any insinuation otherwise is incredibly hurtful.

I am asking you as a father to please help our family and help protect them in any way you can from the noise that we hear in our homes at night.

Sadly, instead of seeking simple solutions by turning the speakers in right field so they are facing down or reducing the volume to a level that is good for both the fans and neighbors, the developer Michael Zimmerman and his employees take to social media to deny there is a problem and claim they have reached out to us to help. Any claim by the developer that he has been working directly with the neighbors in the Hawthorne neighborhood to reduce the sound is false. He has never reached out to our family.

My son, Max, loves baseball. Unfortunately now he will never go to a game there as that's an organization that has hurt him and shown no concern about it. Since coming to speak to the common council he also no longer trusts that the government is there to help him. Please help remedy this by not giving a permanent permit to the drive-in and seeking remedies to the current sound issues first. Please call me with concerns/questions. You are welcome to come and hear how loud it is at times. Max would want to talk to you too. I reached out to Mayor Olson over a year ago via email to please meet with Max. Mayor Olson replied that he would not talk to Max about the issue and nothing would be done. This has been heartbreaking for us.

Thanks,
Bernie Carreon
414 651 -5944

Heath Eddy

From: Joy Draginis-Zingales <bellissimadesign@icloud.com>
Sent: Thursday, August 20, 2020 10:43 AM
To: Heath Eddy
Subject: outdoor theatre BPC/Rock

I am asking this be read into record

I ask you take into consideration my concerns and modify the particulars of the Drive-in outdoor movie theatre on the agenda for tonight's meeting. As you are fully aware there have been some issues and concerns regarding the amount / volume of noise and at times the vulgar language coming from the movies playing at the Rock/BPC. As with other communities who have recently added out-door theaters, I ask you limit the broadcasting of the movies, as well as the before and after announcements/music to be done over the am/fm radios of the patrons cars or on a hand held device. With all of the technology of today there truly is no need for such noise to be broadcast on outdoor sound systems, thus mitigating the impact and disturbance to the surrounding neighbors. I also see the last movie can start somewhere between 10:00 pm and 10:30 pm, isn't this to be shut down at 11:00 pm according to your own ordinances? If I am incorrect on this, please send me the correct documentation so as to have this for my records.

I am also seeing on the application, the developer is asking for spot lights at this outdoor location. As I am unsure as to why this would be needed, I can tell you there is plenty of lighting at this facility already, it can be seen for miles. In fact there was an agreement, mitigation and many conversations regarding the impact of the current lighting as well as a "promise" from the developer to turn off all lighting if there are no games going on any particular field or within 30 minutes of the completion of the last game. I can tell you most nights this "promise" has not been kept, thus my concern for even more lighting at this facility. With this I ask you take the above mentioned into consideration while deciding and voting on what this area of BPC/Rock may look and sound like if approved.

Thank you, Joy Draginis Zingales

Heath Eddy

From: Bernie Carreon <berncarreon@gmail.com>
Sent: Thursday, August 20, 2020 3:24 PM
To: Mark Dandrea, kevinhalevLA@mail.com, leonpl@hotmail.com, hogiehouse@live.com, adam burckhardt@live.com, Glen Morrow, Jesse Wesolowski, Daniel Mayer, Heath Eddy, John Nelson, Kristen Wilhelm, Shari Hanneman, Sweslowski@franklinwi.gov, protzenberg@franklinwi.gov, Scott Satula, Staskunas, Anthony
Subject: Re: Planning Commission Meeting Concern
Attachments: NeighborsSoundPetition.pdf

Hello,

I've attached a petition with **43 signatures** from the Hawthorne neighborhood that attest that the current allowable decibel level is unacceptable and that the sound is a public nuisance

The application from the Developer also says that there is no undue negative impact on our area. This is 100% false, as the sound already has a negative impact on our family and neighborhood - please see the attached petition with signatures

Also, I'm concerned that the developer is **asking for spotlights to be installed**. What stated purpose is this for and why is a spotlight necessary?

In exhibit C of the original development plan, it states that there is a mitigation plan for sound and light: however, it only lists monitors. What sound study was done that this was based on? Sound monitoring is not Mitigation. There is a current problem with the sound that is not being addressed or mitigated. The wind and weather are not a mitigation system

I'm very concerned that approximately 2/3 of the city's debt is invested in this and there is an incentive to give the developer what he wants, at the expense of the neighbors and kids. Please do not let this happen

Thanks,
Bernie Carreon

On Thu, Aug 20, 2020 at 12:58 PM Bernie Carreon <berncarreon@gmail.com> wrote
Hello,

It's come to my attention that the Planning Commission is considering a permanent permit for the Drive-in Theater at Ballpark Commons. This is a grave concern for my family as there is little current control over the sound coming from Ballpark Commons and not enough information about how the sound behaves once it leaves the premises. On many nights, we can still hear it clearly in our bedrooms - even with the windows closed

We live at 6928 S 90th St in the Hawthorne Neighborhood. Our bedroom windows are approximately a mile from home plate, but since the opening of the stadium, on many days and nights we can hear the announcers and music clearly in our bedrooms at night - even with the windows closed. Sometimes it is not as bad - last night for example, however, Tuesday this week was another example where we could hear it as we lay in bed trying to sleep. The sound is not being mitigated on a consistent basis and we should not depend on the weather and wind to protect us

Max, my son age 9, spoke to the Common Council about this concern over a year ago and we have made multiple complaints, but the Police will not follow through. I asked what they would do if a neighbor was keeping us up and

they said they would contact that neighbor and stop it, however, they have been directed to not respond to noise complaints about Ballpark Commons and say I should reach out to you instead.

I am asking you on behalf of Max, my daughter Mia, and wife Bao to please not give a permanent permit for the Drive-in and please study how the sound has affected families since the Ballpark opened before making more decisions that will unfortunately harm myself and my children. This is not an exaggeration and we are an honest family- any insinuation otherwise is incredibly hurtful


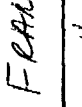


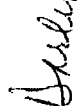


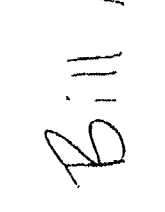
I am asking you as a father to please help our family and help protect them in any way you can from the noise that we hear in our homes at night

Sadly, instead of seeking simple solutions by turning the speakers in right field so they are facing down or reducing the volume to a level that is good for both the fans and neighbors, the developer Michael Zimmerman and his employees take to social media to deny there is a problem and claim they have reached out to us to help. Any claim by the developer that he has been working directly with the neighbors in the Hawthorne neighborhood to reduce the sound is false. He has never reached out to our family.

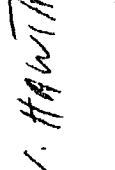
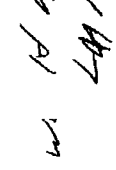

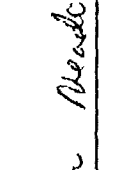
My son, Max, loves baseball. Unfortunately now he will never go to a game there as that's an organization that has hurt him and shown no concern about it. Since coming to speak to the common council he also no longer trusts that the government is there to help him. Please help remedy this by not giving a permanent permit to the drive-in and seeking remedies to the current sound issues first. Please call me with concerns/questions. You are welcome to come and hear how loud it is at times. Max would want to talk to you too. I reached out to Mayor Olson over a year ago via email to please meet with Max. Mayor Olson replied that he would not talk to Max about the issue and nothing would be done. This has been heartbreaking for us.

Thanks,
Bernie Carreon
414 651 -5944

I oppose the present decibel level allowed at the Ballpark Commons development. This is a public nuisance. Please complete a Comprehensive Sound Study and meaningful mitigation plan to protect this neighborhood. The sound should not be allowed to impact this neighborhood. Quiet enjoyment is damaged by this development for the residents and parks surrounding this development.

Name (written)	Signature	Address	Date
Jean Gorman		8510 W HAWTHORNE LANE FRANKLIN WI	6/11/2020
Ed + Suzanne Eldridge		8535 W. HAWTHORNE LN FRANKLIN WI	6/11/2020
" "		" " " "	6/11/2020
SARA ANDERSON		8545 W HAWTHORNE LN FRANKLIN, WI	6/11/2020
DORLENE M.P. - ERNDUSK		8605 W HAWTHORNE LN FRANKLIN, WI	6/11/2020
Dale Kerner		8630 West Hawthorns	6/11/2020
Jill Mierow		8570 W Hawthorne Ln	6/11/20
Bill Mierow		8570 W Hawthorne Ln	6/11/20

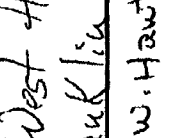
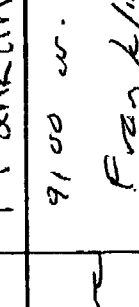
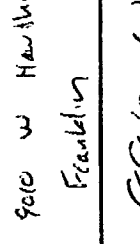
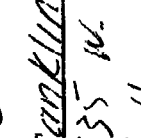
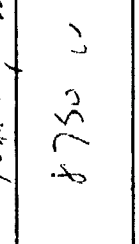


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Name (written)	Signature	Address	Date
John S. CZASKOS		8021 W. HAWTHORNE LANE	6-11-20
Joe Train Joe Train		8645 W Hawthorne Lane	6-11-20
Bonnie Czaskos	Bonnie Czaskos	8625 W HAWTHORNE LANE	6-11-20
Bunny R	Bunny Marek	8730 W. HAWTHORNE CT	6-11-20
Michael Heintzen		8816 W. MEADOW LN	6-11-20
Rebekah Kowalski		8815 W Meadow Ln	6/11/20
Karen Belinke	Karen Belinke	8845 W. Meadow Ln	6/11/20
James Garnett	James Garnett	9011 W Meadow Ln	6/11/20

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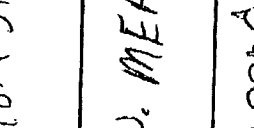



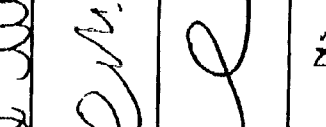
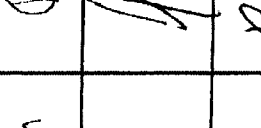
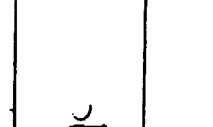
Name (written)	Signature	Address	Date
Sadie Wallace	Sadie Wallace	9010 W Meadow LN Franklin, WI 53132	6/10/2020
Holly Zege	Holly Zege	6974 S. 9th St, Franklin, WI 53132 7008 S 9th St Franklin	6/10/2020
Sue Huber	Sue Huber	Franklin	6-10-2020
EDVINS FRANKS	Edvins Franks	9059 W MEADOW LN FRANKLIN	6-10-20
Constance Vidmar	Constance Vidmar	8925 W Meadow Lane Franklin	6-10-20
Kevin O'Donnell	Kevin O'Donnell	8940 W. Hawthorne Franklin 53132	6-10-20
Dennis Vichich	Dennis Vichich	8980 Hawthorne Ln	6-10-20
Waxice Vichich	Waxice Vichich	8980 W Hawthorne Ln	6-10-20

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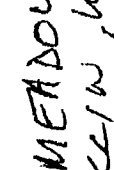
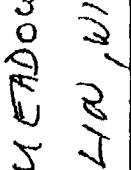
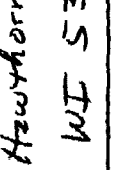
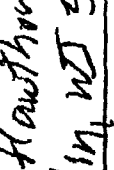
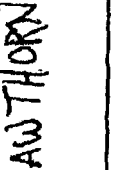
Name (written)	Signature	Address	Date
Dana Gindt		9011 West Hawthorne Franklin	6-11-2020
Sunny Scott		9029 W. Hawthorne Ln. Franklin	6.11.20
Terry McKeever		9100 W. Hawthorne Ln Franklin	6/11/20
Richmond Robinson		9010 W Hawthorne Ln Franklin	6/11/2020
Cynthia Hennen		8810 W Meadow Ln Franklin WI	6/11/2020
John McAvoy		8735 W. Ave Home Ct. Franklin WI 53132	6/11/2020
Matt Sobocinski		8750 W Hawthorne Ln	6/11/2020

Pages

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Name (written)	Signature	Address	Date
Adam Kuss		7050 S. 92nd ST	06-11-20
Karee Dertz		9101 W Hawthorne Dr.	6/11/20
Angie Miller		9020 W Hawthorne Ln	6-11-20
Bernard M Carresi		6978 S 90th ST	6-11-20
JUSTIN NIEK		9030 W. MEADOW	6-11-20
Regina Titzer		7028 S 92nd St.	6-11-20
Chris Subrone		8735 W Meadow Ln	6/11/20

I oppose the present decibel level allowed at the Ballpark Commons development. This is a public nuisance. Please complete a Comprehensive Sound Study and meaningful mitigation plan to protect this neighborhood. The sound should not be allowed to impact this neighborhood. Quiet enjoyment is damaged by this development for the residents and parks surrounding this development.

Name (written)	Signature	Address	Date
STEPHANIE POZGAY		8716 W. MEADOW LN FRANKLIN, WI 53132	6-11-20
JOSEPH POZGAY		8716 W. MEADOW LN FRANKLIN, WI 53132	6-11-20
Naomi Knoll		8610 W. Hawthorne Ln. Franklin, WI 53132	6-11-2020
Robert Knoll		8610 W. Hawthorne Ln Franklin, WI 53132	6/11/2020
RON BINDT		9911 W HAWTHORNE	

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">09/01/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION AUTHORIZING THE CHANGE OF THE DESIGNATION OF OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6596 TO A BUILDABLE LOT, FOR THE PROPERTY LOCATED ON THE NORTH SIDE OF WEST RAWSON AVENUE AT APPROXIMATELY FIELDSTONE COURT (TAX KEY NO. 748-9997-007)</p> <p style="text-align: center;">(MICHAEL H. DILWORTH, OWNER OF FHCC, LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 3.</i></p>
<p>On August 20, 2020, the Plan Commission carried <i>a motion to recommend denial due to potential encroachments into protected natural resource feature areas on the property.</i></p> <p>However, if the Common Council wishes to approve the release of the outlet designation, staff recommends several conditions of approval contained in the attached draft resolution and certified survey map resolution.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to reject the change of the designation of Outlot 1 of Certified Survey Map no. 6596, due to potential encroachments into protected natural resource features such as wetland setbacks and buffers present on the subject property.</p> <p style="text-align: center;">OR</p> <p>A motion to adopt Resolution No. 2020-_____, conditionally approving a Certified Survey Map to change the designation of outlot 1 upon Certified Survey Map No. 6596 to that of a buildable lot, being a redesignation of outlot 1 of Certified Survey Map No. 6596, being a part of the Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East in the City of Franklin, County of Milwaukee, State of Wisconsin (north side of West Rawson Avenue at approximately Fieldstone Court).</p>		

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 8-11-20]

RESOLUTION NO. 2020-_____

A RESOLUTION AUTHORIZING THE CHANGE OF THE DESIGNATION OF OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6596 TO A BUILDABLE LOT, FOR THE PROPERTY LOCATED ON THE NORTH SIDE OF WEST RAWSON AVENUE AT APPROXIMATELY FIELDSTONE COURT (TAX KEY NO. 748-9997-007) (MICHAEL H DILWORTH, OWNER OF FHCC, LLC, APPLICANT)

WHEREAS, §15-11.0103 OUTLOT of the Unified Development Ordinance requires Common Council approval to remove an outlot designation upon its determination upon a further division that the reasons for the designation no longer exist or that the purpose of the Ordinance is further served by the removal of such designation; and

WHEREAS, Michael H. Dilworth, owner of FHCC, LLC having applied for such approval to construct a single-family residence on the north side of West Rawson Avenue at approximately Fieldstone Court, such property being zoned R-3 Suburban/Estate Single-Family Residence District, such application having been supported by a 2018 wetland delineation report which updated the prior 1998 wetland delineation report upon which Certified Survey Map No 6596 was based, the report thereon providing that currently existing wetlands are confined to and only within an existing drainage easement; and

WHEREAS, the Plan Commission having considered such application and having determined that approval of such outlot designation change to buildable lot will serve the health, safety and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the miscellaneous application for the outlot designation change to buildable lot by Michael H. Dilworth, owner of FHCC, LLC, filed on August 6, 2020, for the property as described above, be and the same is hereby approved, subject to the following conditions.

- 1 The outlot designation change to buildable lot project shall be developed in substantial compliance with the plans dated August 6, 2020
2. Michael H. Dilworth, owner of FHCC, LLC, successors and assigns and any developer of the outlot designation change to buildable lot 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 outlot designation change to buildable lot 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

MICHAEL H. DILWORTH, OWNER OF FHCC, LLC – MISCELLANEOUS
RESOLUTION NO 2020-_____

Page 2

Municipal Code, the general penalties and remedies provisions, as amended from time to time

3. The approval granted hereunder is conditional upon Michael H. Dilworth, owner of FHCC, LLC and the outlot designation change to buildable lot project for the property located on the north side of West Rawson Avenue at approximately Fieldstone Court (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

Introduced at a regular meeting of the 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 _____

 **CITY OF FRANKLIN** 

REPORT TO THE PLAN COMMISSION

Meeting of August 20, 2020

Certified Survey Map and release of outlot designation (Miscellaneous application)

RECOMMENDATION: City Development staff recommends approval of the Certified Survey Map and release of outlot designation (Miscellaneous application), subject to the conditions in the attached draft resolutions.

Project Name:	FHCC Certified Survey Map and release of outlot designation
Project Address:	Not Assigned. Tax key No. 748 9997 007
Applicant:	Michael Dilworth. FHCC, LLC.
Owner:	FHCC, LLC.
Agent:	John P. Casucci, PLS
Zoning:	R-3 Suburban/Estate Single-Family Residence District
2025 Comprehensive Plan:	Residential
Applicant Action Requested:	Recommendation of approval of the Certified Survey Map and release of outlot designation (Miscellaneous application)

Project Description/Analysis

The applicant filed a Miscellaneous Application and Certified Survey Map requesting release of the outlot designation of Outlot 1 of CSM No. 6596 and creation the proposed buildable parcel shown as Lot 1 of the proposed CSM.

The Unified Development Ordinance defines an outlot as follows:

OUTLOT

A parcel of land, other than a lot or block, so designated on the plat, but not of standard lot size, which can be either redivided into lots or combined in the future with one or more other adjacent outlots or lots in adjacent subdivisions or minor land divisions in the future for the purpose of creating buildable lots. In addition to the foregoing, an "outlot" may also be any parcel of land depicted upon a plat or certified survey map which has been designated "outlot" as determined necessary by the Common Council to reserve such parcel for a future potential use or as necessary to further the purposes of this Ordinance and such designation as "outlot" shall mean that the designated parcel is unbuildable. An "outlot" designation may be removed by the Common Council upon its determination upon a further division that the reasons for the designation no longer exist or that the purposes of this Ordinance are further served by the removal of such designation.

Certified Survey Map No. 6596 was recorded on November 13, 1998. At that time, this area was designated as an outlot because it was primarily encompassed by a wetland. The delineation was completed by Hey & Associates on June 5, 1998.

Tina Myers of R.A. Smith, who is an assured delineator with the WDNR, later completed a field investigation and wetland delineation on October 8, 2018. According to this delineation, the wetland has reduced in size and is primarily contained within the 25-foot drainage easement located on the east side of the property.

Based upon the recent wetland delineation and considering the R-3 District setbacks, a buildable area of approximately 39.52-feet wide by 239.60-feet long exists onsite. Staff finds that this is sufficient area to construct a reasonably sized home.

Overall, the proposed lot has a width of 138.56 feet and an area of 1.0124 acres or 44,102 square feet, which complies with the R-3 District Development Standards

Due to a narrow building area, staff has told the applicant that the expectation of the City in releasing the outlot restriction is that the future home for this parcel would be constructed within the buildable area as shown on the Certified Survey Map. There should not be an expectation that the City will grant a variance or special exception in the future.

Recommendation

A motion to recommend approval of the Certified Survey Map and release of outlot designation (Miscellaneous application), subject to the conditions in the attached draft resolutions.



Date of Application _____

MISCELLANEOUS APPLICATION

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

Applicant Name <u>Michael Dilworth</u> Company <u>FHCC LLC</u> Mailing Address <u>8575 W Forest Home Ave #160</u> City / State <u>Franklin, WI</u> Zip <u>53228</u> Phone <u>414-425-4939</u> Email Address <u>mdilworth@ener-con.com</u>	(Full Legal Name[s])	Applicant is Represented by (contact person) Name <u>John P Casucci, PLS</u> Company <u>R.A. Smith, Inc</u> Mailing Address <u>16745 W Bluemound Road</u> City / State <u>Brookfield, WI</u> Zip <u>53005</u> Phone <u>262-317-3249</u> Email Address <u>john.casucci@rasmith.com</u>	(Full Legal Name[s])'
Project Property Information Property Address <u>vacant - North side W Rawson Ave</u> Property Owner(s) <u>FHCC LLC</u> Mailing Address <u>8575 W Forest Home Ave #160</u> City / State <u>Franklin, WI</u> Zip <u>53228</u> Email Address <u>mdilworth@ener-con.com</u>	Tax Key Nos <u>748 9997 007</u> Existing Zoning <u>R-3</u> Existing Use <u>Vacant</u> Proposed Use <u>Single Family Dwelling</u> Future Land Use Identification. _____		

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

Miscellaneous Application 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 \$125
- Legal Description for the subject property (WORD doc or compatible format)
- (1) original and six (6) copies of a written Project Narrative, including detailed description of the project.
- Other Information as may be deemed appropriate for the request

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- Submittal of Application for review is not a guarantee of approval
- Plan Commission, Community Development Authority and/or Common Council review and approval may be required

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 Michael Dilworth
 Name & Title (PRINT) Michael Dilworth Owner
 Date 6/8/20

Signature John P. Casucci
 Name & Title (PRINT) JOHN P. CASUCCI Surrey Proj. Manager
 Date 6-15-20

Signature _____
 Name & Title (PRINT) _____
 Date _____

Signature - Applicant's Representative _____
 Name & Title (PRINT) _____
 Date _____

Smith

R A Smith, Inc
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000

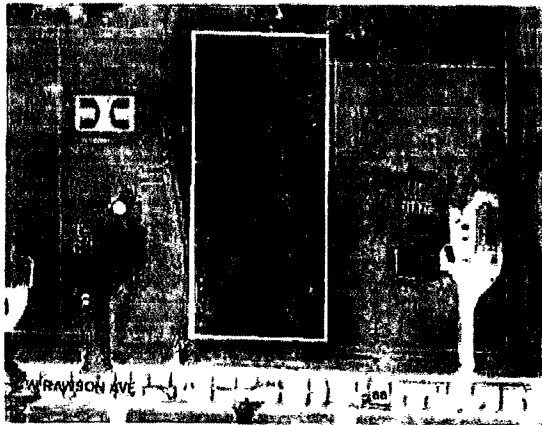
PROJECT NARRATIVE

Project Location:

Tax Key No 748-9997-007

Vacant Land situated on North side of W. Rawson Ave

FHCC, LLC, as owner, requests designation of this Outlot be removed from this property so that a single family residence can be constructed.



In support of this request, a Wetland Delineation Report has been prepared and previously submitted to the City

Date: June 8, 2020
Prepared by: John P. Casucci, PLS
Project No.: 167727

Smith

Wetland Delineation Report



FHCC Addition – W. Forest Home Ave. & Rawson Ave.

**City of Franklin
Milwaukee County, Wisconsin**

raSmith Project No. 3180455

December 21, 2018

Prepared for:
Mr. Mike Dilworth
FHCC, LLC
8575 W. Forest Home Avenue #160
Greenfield, WI 53228

Prepared by:
raSmith
Tina Myers, PWS
Ecologist/Project Manager
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005-5938
(262) 317-3389



December 21, 2018

1.0 INTRODUCTION

raSmith is pleased to provide this Wetland Delineation Report for an 18.58-acre Study Area located northeast of W Forest Home Avenue and W Rawson Avenue in the City of Franklin, Milwaukee County, Wisconsin (Figure 1, Appendix 1). Based on the Public Land Survey System (PLSS), the Study Area is located within the SE ¼ of Section 6, Township 5 North, Range 21 East. The delineation was completed at the request of the FHCC, LLC.

The purpose of the wetland delineation was to identify the proximity and extent of wetlands within the Study Area for the future FHCC Addition. Four (4) wetlands, hereby referred to as "W-1 through W-4", were identified within the Study Area (Figure 2, Appendix 1) by Senior Wetland Scientist Tina Myers and assistant Matt Stangel on September 21 and 24, 2018. One of the wetlands (W-1) contains an open water pond that was excavated sometime between 1990 and 2000. The total wetland acreage within the Study Area is 4.02 acres, while the pond accounts for 0.75 acre. The delineation is presented here in terms of qualifications, methodology, results, and conclusions.

2.0 STATEMENT OF QUALIFICATIONS

raSmith provides wetland and ecological services including wetland delineation, assessment, permitting, and restoration. raSmith ecologists offer a wide variety of technical experience in the natural resource field and have successfully completed projects throughout the Midwestern and Northeastern United States.

Ms. Tina Myers was the technical lead and author on this delineation project. Tina earned a B.S. degree in Conservation Biology from the University of Wisconsin – Milwaukee and has over 19 years of multidisciplinary ecological experience. Tina has performed hundreds of wetlands delineations throughout Wisconsin and Illinois and is also experienced in wetland restoration, wetland and waterway permitting, wetland assessment, vegetation surveys including rare species surveys, wildlife surveys, and environmental monitoring. She is a Professional Wetland Scientist (PWS) with the Society of Wetland Scientists (SWS) and a Wisconsin Department of Natural Resources (WDNR) Assured Wetland Delineator.

3.0 WETLAND DELINEATION METHODOLOGY

The wetland delineation consisted of a review of available maps and information followed by site visits on September 21 and 24, 2018, to document field conditions. The presence and absence of hydrophytic vegetation, wetland hydrology and hydric soil indicators were documented using methodology defined in the *US Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual, Regional Supplement to the 1987 Corps of Engineers Wetland Delineation Manual, Midwest Region* (USACE ERDC, 2010) and *Guidance for Submittal of Delineation Reports to the St. Paul District Army Corps of Engineers and the Wisconsin Department of Natural Resources* (USACE St. Paul District, 2015). See References section for a complete list of guidance and sources utilized.

3.1 VEGETATION

At the sampling points, herbaceous, shrub/sapling, tree and vine strata were measured using 5-foot, 15-foot, and 30-foot radius plots, respectively. When necessary, plot sizes were adjusted to fit the plant community represented. Percent cover was visually estimated within the plots, and dominant species were determined by applying the 50/20 Rule and/or Prevalence Index. *The National Wetland Plant List 2016 wetland ratings* (Lichvar, et al., 2016) was used to determine the wetland indicator status of observed vegetation.

3.2 HYDROLOGY

The nearest available Natural Resource Conservation Service (NRCS) WETS Table and the National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS) Advanced Hydrologic Prediction

Smith

Compared to the raSmith wetland map (Figure 2, Appendix 1), the northern boundary of W-1 just south of the building is fairly consistent with the location of the NWI mapped wetland boundary with only slight discrepancies. In addition, the mapped PUBHx wetland is consistent with the limits of the pond within W-1. However, all remaining portions of raSmith's delineated W-1 are significantly different than the NWI mapped wetland. In addition, the small wetlands in the northern portion of the Study Area (W-2 through W-4) are not shown on Figure 4 at all. The significant discrepancies between the NWI mapped wetland boundaries and raSmith's delineated boundaries are attributed to the level of wetland delineation employed during the investigation. It is also attributed to misinterpretation of aerial photography when the NWI map was created and to hydrological alterations such as filling, ditching, and pond excavation that may have occurred after the NWI wetlands were originally mapped. The presence of wetlands and the location of wetland boundaries as determined by examination of aerial photography are not as accurate as physical examination of site conditions using methods outlined in the 1987 Corps Manual and its Midwest Supplement.

The NRCS Soil map shows six mapped soil types within the Study Area as well as an area of open water (Table 1 and Figure 5, Appendix 1). A full list of the soil types with their components is also located in Appendix 2. Of the six mapped soil types, only one is considered a whole hydric soil (Ashkum silty clay loam with 0-3% slopes), while another is considered a partially hydric soil that may contain inclusions of hydric soils (Blount silt loam with 1-3% slopes). Together these two soil types cover approximately 84 percent of the Study Area.

Table 1. Mapped Soils within Study Area

Soil Unit Name	Drainage Class	Percent of Study Area
Ashkum silty clay loam, 0-2% slopes (AsA) †	Poorly drained	48.1
Blount silt loam, 1-3% slopes (BIA)*	Somewhat poorly drained	36.1
Loamy land (Lu)	Moderately well drained	0.1
Ozaukee silt loam, high carbonate substratum, 2-6% slopes (OuB)	Moderately well drained	0.2
Ozaukee silt loam, high carbonate substratum, 6-12% slopes, eroded (OuC2)	Moderately well drained	4.1
Ozaukee silt loam, 2-6% slopes, eroded (OzaB2)	Moderately well drained	6.8
Water (W)	n/a	4.7

† NRCS Listed Hydric Soil
 *NRCS Partially Hydric Soil

Based on a review of aerial photographs from 1980, 1990, 2000, 2005, 2010, 2013, 2015 and 2018 (Figures 6A-H, Appendix 1), the land within and around the Study Area has changed over time. For instance, the 1980 aerial shows that the site was once used as an EAA air field. Only the wooded portion of W-1 appears to have been present during this time period. However, sometime between 1990 and 2000, a large industrial building was constructed and a pond was excavated south of the building. In addition, a ditch was constructed south of the pond which contains a culvert with rip-rap at its north end. The narrow ditched portion of W-1 that lies east and southeast of the building also appears to have been constructed around this time. The pond and two drainage ditches were most likely constructed for storm water purposes. Over time, wetlands appear to have expanded.

Smith

FHCC Addition – Wetland Delineation
FHCC, LLC
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4.3.2 WETLANDS

All areas containing wetland indicators on the maps mentioned above and analysis were evaluated in the field on September 21 and 24, 2018. Normal circumstances were present at all wetland sampling points. Site photos were taken of each wetland, their adjacent upland areas, the pond, and representative sampling points and are included in Appendix 4. To the best of our knowledge, there was no prior agency consultation or wetland delineation for this Study Area. A total of twenty-seven (27) sample plots were examined and four (4) wetlands were delineated by raSmith (Figure 2, Appendix 1). Pink wire flags with the words "Wetland Delineation" were used to mark each wetland boundary and orange wire flags were used to mark each sample point within and adjacent to each wetland. raSmith located each wetland boundary and sample point flag with a Trimble Geo7x GPS unit and prepared a wetland boundary map using the GPS data and overlaying it onto a recent aerial basemap. cursory sampling points in both upland and wetland areas were sampled in the field to determine the wetland boundaries. Data sheets were compiled and are included in Appendix 5. The following is a detailed description of each wetland.

W-1 –Shallow Marsh / Wet Prairie / Hardwood Swamp

As shown on Figure 2 in Appendix 1, W-1 is the largest wetland within the Study Area and is 3.95 acres in size within the Study Area limits. It is part of a larger wetland complex that extends outside of the Study Area towards the west and east. The wetland also contains a pond that is 0.75-acre in size. The wetland is depicted as PFO1/EM1C and PUBHx on the NWI map (Figure 4, Appendix 1). Eight sampling points (Points 2, 4, 6, 9, 10, 13, 16 and 18) were examined within W-1 and ten were examined in the immediate adjacent upland (Points 1, 3, 5, 7, 8, 11, 12, 14, 15, and 17).

The shallow marsh community within W-1 is dominated by cattails (*Typha spp*) and generally lies around the edge of the pond with smaller components of wet prairie along the more intermittently wet perimeter of W-1. Shallow marsh was also present in the ditched portions of W-1. The wet prairie was dominated by species such as woolly sedge (*Carex pellita*), Dudley's rush (*Juncus dudleyi*), Torrey's rush (*Juncus torreyi*), Canadian rush (*Juncus canadensis*), cat-tail gayfeather (*Liatris pycnostachya*), sawtooth sunflower (*Helianthus grosseserratus*), and big blue stem (*Andropogon gerardii*). Many other native species were present within the wet prairie indicating that this area was likely planted with a native seed mix at the time the pond was constructed. The hardwood swamp plant community is concentrated within the northern portion of W-1 south of the large industrial building and is dominated by green ash (*Fraxinus pennsylvanica*), American elm (*Ulmus americana*), and common buckthorn (*Rhamnus cathartica*). This plant community was generally degraded as a result of invasive common buckthorn and most of the green ash were declining due to Emerald Ash Borer (EAB) disease. Please refer to the site photos in Appendix 4 for a depiction of the plant communities observed within W-1 as well as the pond.

The wetland boundary was established using professional judgment and observed changes in wetland hydrology, soil, vegetation, and topography. The wetland has a fairly distinctive topographic and vegetative break along most of its boundary except perhaps near Points 1, 2, 8, 9, 10, and 11 where the topography is a bit more gradual. The northernmost and southernmost portions of W-1 are ditched. Although the outermost perimeter of W-1 likely exhibits more intermittent hydrology during dry periods, the wetland overall appears to have a long and sustaining hydroperiod as observed by high water tables and ponded water. Hydrology appears to be sustained by groundwater interception, surface water runoff from the surrounding upland landscape, and direct stormwater inputs. Two double culverts were observed along the northern boundary of W-1 that appear to direct stormwater into W-1. Physical on-site evidence of wetland hydrology within W-1 included five primary indicators: surface water, a high water table, saturation, water-stained leaves, and hydrogen sulfide odor. It also included three secondary indicators: a drainage pattern, geomorphic position, and a positive FAC-Neutral test. In addition, exposed roots on shrubs was noted at Sampling Point 16.

Smith

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W-3 – Wet-mesic Prairie

As shown on Figure 2 in Appendix 1, W-3 is a small shallow depression only 424 square feet in size within the northern portion of the Study Area. The wetland is not depicted on the NWI map (Figure 4, Appendix 1) and is generally too small to be detected on aerial imagery. The wetland is located in an area within the site that appears to have undergone previous land disturbance. One sampling point (Point 24) was examined within W-3 and one was examined in the immediate adjacent upland (Point 23).

Wetland W-3 is dominated by herbaceous hydrophytic species such as woolly sedge (*Carex pellita*), common self heal-all (*Prunella vulgaris*), cut-leaf water horehound (*Lycopus americanus*), and gray dogwood (*Cornus racemosa*). Please refer to the site photos in Appendix 4 for a depiction of W-3.

The wetland boundary was established using professional judgment and observed changes in wetland hydrology, soil, vegetation, and topography. The wetland is a small depression with a subtle topographic and vegetative break along its boundary. Hydrology appears to be sustained by surface water runoff from the surrounding upland landscape. Physical on-site evidence of wetland hydrology within W-3 included three primary indicators: a high water table, saturation, and sediment deposits. It also included two secondary indicators: geomorphic position and a positive FAC-Neutral test. The water table was observed at 4 inches below the surface at the time of the site visit and saturation was observed to the surface. The sediment deposits observed on the vegetation seem to indicate that this area occasionally becomes ponded. However, hydrology is likely to be seasonal and may be more difficult to discern during drier periods.

According to the NRCS Soil Survey of Milwaukee County, Ozaukee silt loam with 2-6% eroded slopes is the dominant mapped soil type within W-3 and its immediate adjacent upland. This soil type is considered to be a moderately well-drained non-hydric hydric soil. The wetland profile observed within W-3 met the F3 (Depleted Matrix) NRCS Hydric Soil Indicator. The adjacent upland Sampling Point 23 was located on a hillslope approximately 2 feet higher than W-3. While it met both the vegetation and hydric soil parameter, no wetland hydrology indicators were observed under wetter than normal conditions and after a significant rainfall event.

W-4 – Wet Meadow (mowed)

As shown on Figure 2 in Appendix 1, W-4 is a small shallow depression only 1,271 square feet in size within the northern portion of the Study Area. It is a mowed wetland that is located in a vacant lot. The wetland is not depicted on the NWI map (Figure 4, Appendix 1) and is generally too small to be detected on aerial imagery. The wetland is located in an area within the site that appears to have undergone previous land disturbance. In general, this vacant lot appeared to contain fill material with heavy clay soils mixed with gravel and cobble material. One sampling point (Point 26) was examined within W-4 and two were examined in the immediate adjacent upland (Points 25 and 27).

Wetland W-4 is best described as a wet meadow that is mowed. It is dominated by herbaceous hydrophytic grass species including redtop grass (*Agrostis gigantea*) and Kentucky blue grass (*Poa pratensis*). Please refer to the site photos in Appendix 4 for a depiction of W-4.

The wetland boundary was established using professional judgment and observed changes in wetland hydrology, soil, vegetation, and topography. The wetland has a very subtle topographic and vegetative break along its boundary. It is slightly lower than the surrounding landscape and contains a drainage swale. Hydrology appears to be sustained by surface water runoff from the surrounding upland landscape and appears to be perched on clay soil. The narrow swale within W-4 carries water through a pipe on its east end. The pipe traverses underneath a gravel parking where it daylight into the gravel drainageway that connects to W-1 (see Figure 2). Physical on-site evidence of wetland hydrology within W-4 included one primary indicator: saturation. It also

Smith

FHCC Addition – Wetland Delineation
FHCC, LLC
Page 9 / December 21, 2018

the form on the WDNR Wetland Identification website <http://dnr.wi.gov/topic/wetlands/identification.html>
Furthermore, municipalities, townships, and counties may have local zoning authority over certain areas or types of wetland and waterways. The determination that a wetland or waterway is subject to regulatory jurisdiction is made independently by the agencies.

Any activity in the delineated wetland may require U.S. Army Corps of Engineers permits and State of Wisconsin Department of Natural Resources Water Quality Certification and local government permits. If the Client proceeds to change, modify or utilize the property in question without obtaining authorization from the appropriate regulatory agency, it will be done at the Client's risk and raSmith shall not be responsible or liable for any resulting damages.

FHCC, LLC
 FHCC Addition
 East of W. Forest Home Ave.
 & North of W. Rawson Ave.
 City of Franklin
 Milwaukee County, Wisconsin

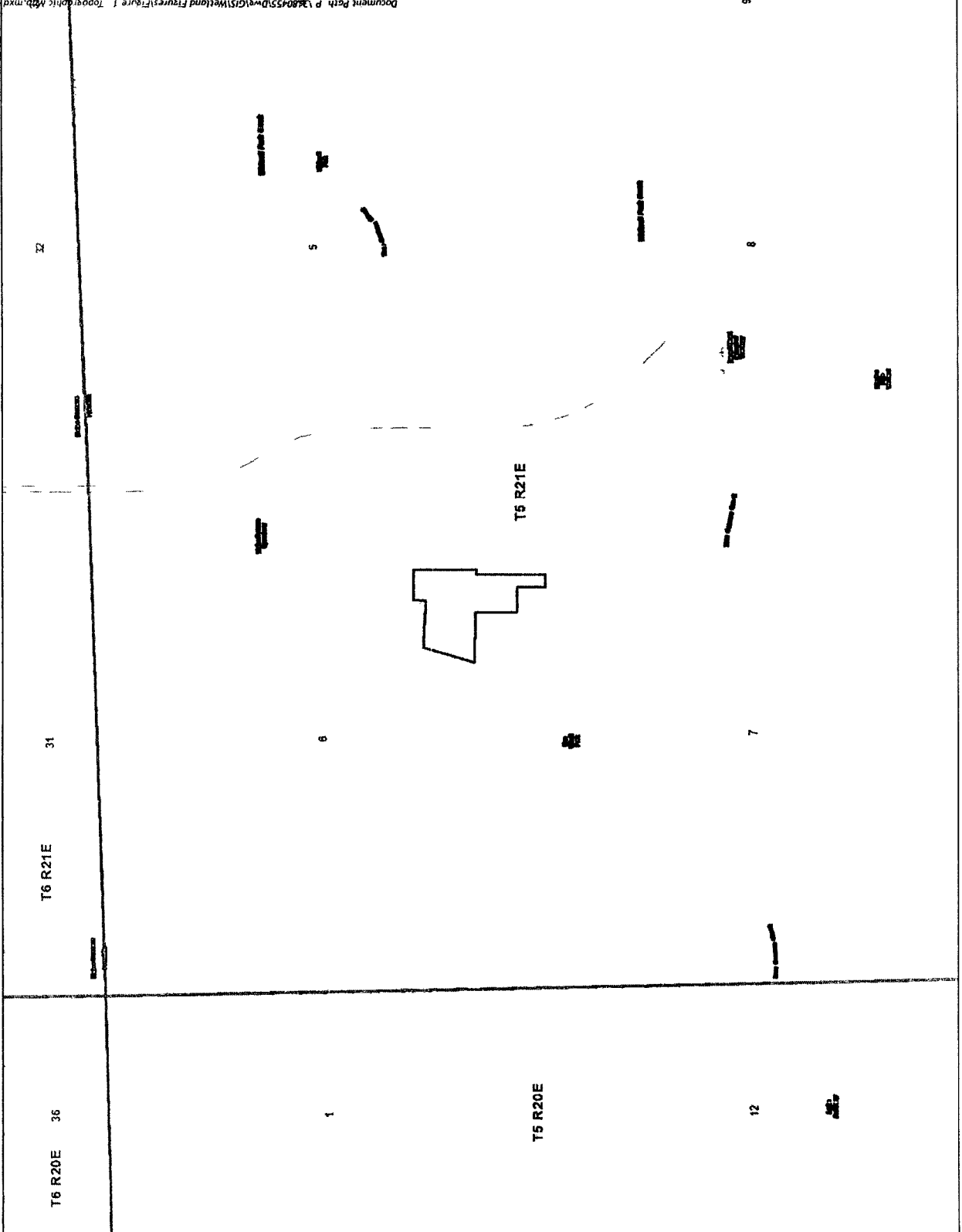
Map
 Study Area (18.99 Acres)

Esri HERE, Garmin © OpenStreetMap contributors
 and the GIS User community
 USGS The National Map National Boundaries Dataset
 National Elevation Dataset Geographic Names
 Information System National Hydrography Dataset
 National Land Cover Database National Structures
 Dataset and National Transportation Dataset U S
 Census Bureau TIGER/Line HRR Road Data

Figure 1
 Topographic/Site Location
 Map

Smith

10/08/2018 0 500 1 000
 3180455 1 inch = 1 000 feet



Document Path P:\2680455\Drawings\GIS\Wetland Figures\Figure 1 Topographic Map.mxd

FHCC, LLC
 FHCC Addition
 East of W Forest Home Ave
 & North of W Rawson Ave
 City of Franklin
 Milwaukee County, Wisconsin

Map Legend

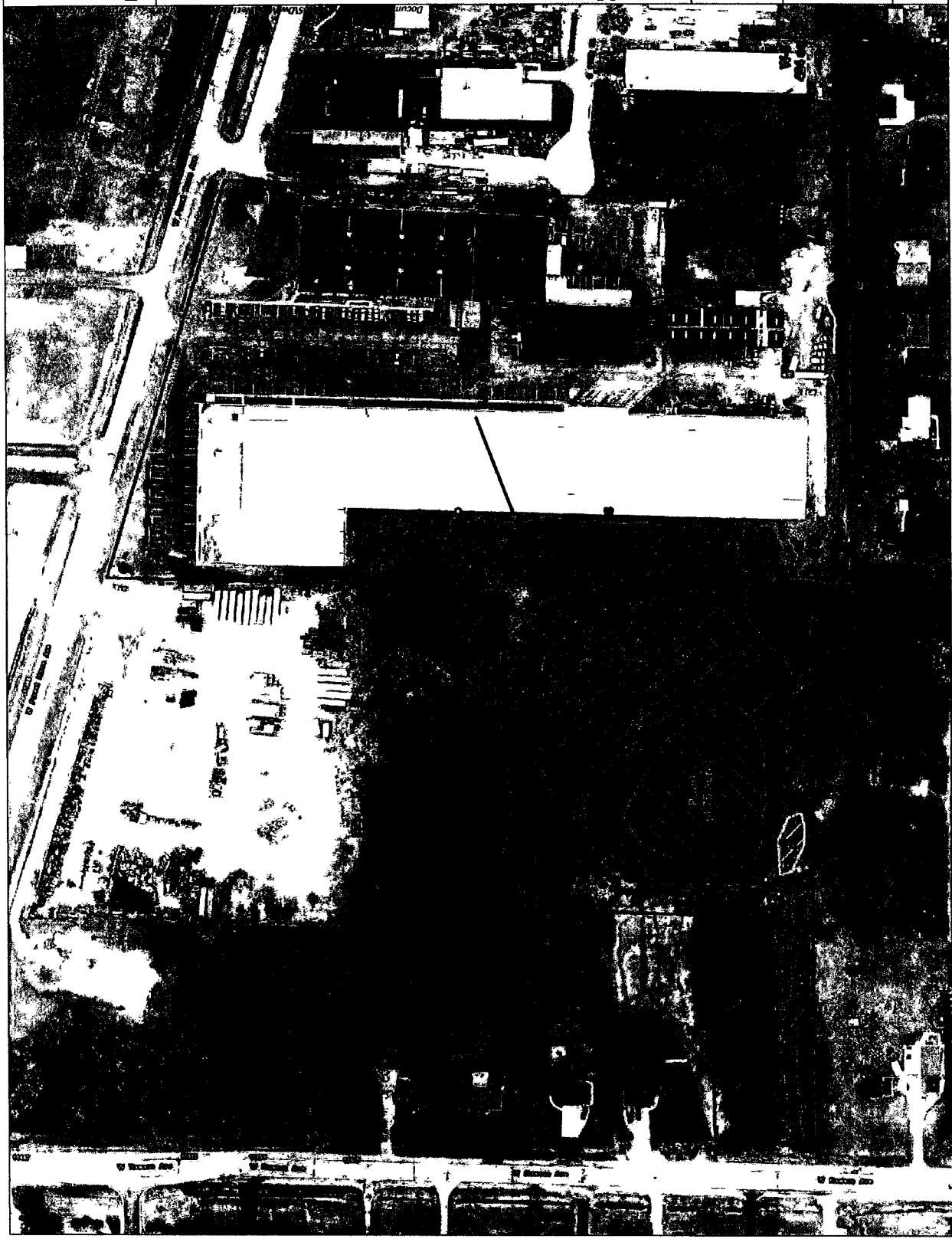
- Culvert
- Sampling Point
- Gravel Drainageway
- Off-site Wetland
- Dielineated Wetland (4.01 Acres)
- Open Water (0.75 Acre)
- Rip-rap (639 sqft)
- Study Area (18.88 Acres)
- Upland Island (2,185 sqft)

Esri | HERE | Garmin | OpenStreetMap contributors
 © Smith

Figure 2
 Wetland Boundary
 Map

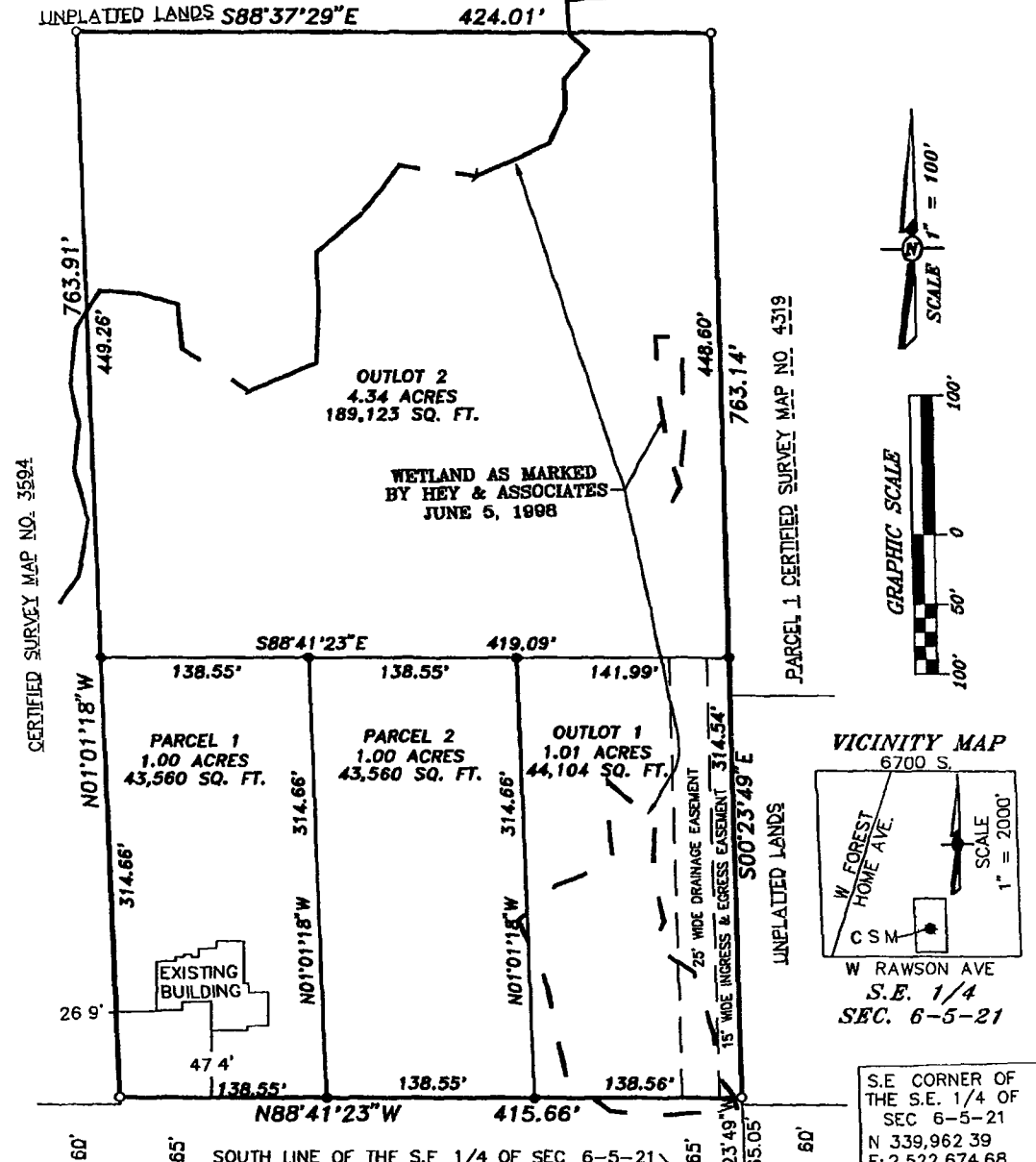


October 8 2018 0 62.5 125
 3180455 1 inch 125 feet



CERTIFIED SURVEY MAP NO. 6596

BEING A REDIVISION OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 5972, BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



S.W. CORNER OF THE SE 1/4 OF SEC 6-5-21
N: 340,022.92
E: 2,520,028.30

- NOTES.
- - DENOTES 1" IRON PIPE - FOUND
 - - DENOTES 1" IRON PIPE WEIGHING NOT LESS THAN 113 LBS. PER LINEAL FOOT - SET

ALL DIMENSIONS ARE MEASURED AND SHOWN TO THE NEAREST ONE HUNDREDTH OF A FOOT

BEARINGS ARE REFERENCED TO THE S.E. 1/4 OF SECTION 6-5-21 ASSUMED BEARING TO BE N88°41'23" W

NIENOW ENGINEERING DIVISION
McCLURE ENGINEERING ASSOCIATE, INC.
5417 NORTH 118TH COURT
MILWAUKEE, WI 53225
PHONE (414) 616-4880
FAX (414) 616-4885
PROJ. NO. 08-13-98-112
DRAWING 98112C2.DWG
THIS INSTRUMENT WAS DRAFTED BY MARK D. NESGOOD

MARKED
NESGOOD
S 1967
KENOSHIA,
WI

WISCONSIN REGISTERED LAND SURVEYOR
MARK D. NESGOOD
S-1967 SHEET 1 OF 3

10/22/98

1470

REEL 4436 IMAG 961

CERTIFIED SURVEY MAP NO. 6596

BEING A REDIVISION OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 5972,
BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 6, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF
FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

SURVEYORS CERTIFICATE

STATE OF WISCONSIN) SS
MILWAUKEE COUNTY)

I, Mark D. Nesgood, Registered Land Surveyor, do hereby certify that I have surveyed and mapped A Redivision of Parcels 1 and 2 of Certified Survey Map No. 5972, Being a Part of the Southwest 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 6, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section thence N88°41'23"W along the South line of said 1/4 Section 980.85 feet; thence N00°23'49"W 65.05 feet to the point of beginning, said point also being the Southeast corner of said Certified Survey Map No. 5972; thence N88°41'23"W along a line parallel to and 65 North of the South line of said 1/4 Section 415.66 feet to the Southwest corner of said Certified Survey Map; thence N01°01'18"W along the West line of said Certified Survey Map, 763.91 feet to the Northwest corner of said Certified Survey Map; thence S88°37'29"E along the North line of said Certified Survey Map 424.01 feet to the Northeast corner of said Certified Survey Map; thence S00°23'49"E along the East line of said Certified Survey Map 763.14 feet to the point of beginning.

Containing 7.35 acres of land more or less.

That I have made such survey, land division and map by the direction of Demetra Slak and Effie Latsoudis, owners of the above described land.

That such survey is a correct representation of the exterior boundaries of the land surveyed, and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the land division ordinance of the City of Franklin, in surveying, dividing, and mapping the same

Dated this 17th day of AUGUST, 1998.

REGISTER'S OFFICE
Milwaukee County, WI

7633685

7633685 #

RECORD 14.00

RECORDED AT 12:10 PM

NOV 13 1998 960 TO

REEL 4436 IMAGE 962

WISCONSIN
REGISTER
OF DEEDS



Mark D. Nesgood
Mark D. Nesgood S-1967

CERTIFIED SURVEY MAP NO. 6596

BEING A REDIVISION OF PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 5972,
BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 6, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF
FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

OWNER'S CERTIFICATE

STATE OF WISCONSIN) SS
MILWAUKEE COUNTY)

As Owners, we hereby certify that we have caused the lands described above to be surveyed,
divided, and mapped in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and
land division ordinance of the City of Franklin.

Witness the hand and seal of said owners on this 2ND day of NOVEMBER 1998.

In the presence of:

[Signature]

[Signature: Demetra Slak]
Demetra Slak

[Signature]

[Signature: Effie Latsoudis]
Effie Latsoudis

[Signature]

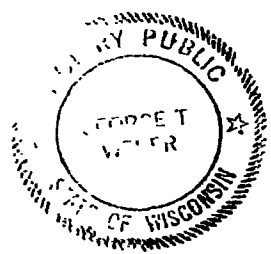
[Signature: John Latsoudis]
John Latsoudis

STATE OF WISCONSIN) SS
MILWAUKEE COUNTY)

PERSONALLY came before me this 2ND day of November, 1998, the above named
Demetra Slak and Effie Latsoudis, owners, to me known to be the persons who executed the
foregoing instrument and acknowledged the same.

[Signature]
Notary Public (Milwaukee County, Wisconsin

My commission expires IS PERMANENT



COMMON COUNCIL APPROVAL

APPROVED by the Common Council of the City of Franklin on the 20TH day of
October, 1998, by Resolution No. 98-4777.
Signed on this day of November, 1998.

[Signature: Patricia Murray]
Patricia Murray, Mayor

[Signature: James C. Payne]
James C. Payne, City Clerk



THIS INSTRUMENT WAS DRAFTED BY MARK D. NESGOOD, R.L.S

SHEET 3 OF 3

<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;">09/01/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY APPROVING A CERTIFIED SURVEY MAP TO CHANGE THE DESIGNATION OF OUTLOT 1 UPON CERTIFIED SURVEY MAP NO. 6596 TO THAT OF A BUILDABLE LOT, BEING A REDESIGNATION OF OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6596, BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (NORTH SIDE OF WEST RAWSON AVENUE AT APPROXIMATELY FIELDSTONE COURT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.4.</i></p>

On August 20, 2020, the Plan Commission carried *a motion to recommend denial due to potential encroachments into protected natural resource feature areas on the property.*

However, if the Common Council wishes to approve the proposed certified survey map, staff recommends several conditions of approval contained in the attached draft resolution.

COUNCIL ACTION REQUESTED

A motion to reject the Certified Survey Map application due to potential encroachments into protected natural resource features such as wetland setbacks and buffers present on the subject property.

OR

A motion to adopt Resolution No. 2020-_____, conditionally approving a Certified Survey Map to change the designation of outlot 1 upon Certified Survey Map No. 6596 to that of a buildable lot, being a redesignation of outlot 1 of Certified Survey Map No. 6596, being a part of the Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East in the City of Franklin, County of Milwaukee, State of Wisconsin (north side of West Rawson Avenue at approximately Fieldstone Court).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 8-11-20]

RESOLUTION NO 2020-_____

A RESOLUTION CONDITIONALLY APPROVING A CERTIFIED SURVEY MAP TO CHANGE THE DESIGNATION OF OUTLOT 1 UPON CERTIFIED SURVEY MAP NO. 6596 TO THAT OF A BUILDABLE LOT, BEING A REDESIGNATION OF OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6596, BEING A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (NORTH SIDE OF WEST RAWSON AVENUE AT APPROXIMATELY FIELDSTONE COURT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being part of the Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East in the City of Franklin, County of Milwaukee, State of Wisconsin, more specifically, of the property located on the north side of West Rawson Avenue at approximately Fieldstone Court, bearing Tax Key No. 748-9997-007, Michael H. Dilworth, owner of FHCC, LLC, applicant, said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions, and

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

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

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

MICHAEL H. DILWORTH, OWNER OF FHCC, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO 2020-_____

Page 2

separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map

4. Michael H. Dilworth, owner of FHCC, LLC, successors and assigns, and any developer of the Michael H. Dilworth, owner of FHCC, LLC Outlot 1 designation change to Lot 1 certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9 0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Michael H. Dilworth, owner of FHCC, LLC and the Outlot 1 designation change to Lot 1 certified survey map project for the property located on the north side of West Rawson Avenue at approximately Fieldstone Court. (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances, and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant shall revise the Certified Survey Map to include the wetland setback into the conservation easement area. Land disturbance activities in the wetland setback shall follow the standards of Section 15-4.0102(I) of the Unified Development Ordinance.
7. The applicant shall submit a written conservation easement for Common Council review and approval and recording with the Milwaukee County Register of Deeds. The Conservation Easement shall be recorded at the time of recording the Certified Survey Map
8. The property owner shall obtain approval from Milwaukee County, as may be necessary, for any work completed within W. Rawson Avenue right-of-way.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, Michael H. Dilworth, owner of FHCC, LLC, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than

MICHAEL H. DILWORTH, OWNER OF FHCC, LLC – CERTIFIED SURVEY MAP
RESOLUTION NO. 2020-_____

Page 3

one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution

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

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN

REPORT TO THE PLAN COMMISSION

Meeting of August 20, 2020

Certified Survey Map and release of outlot designation (Miscellaneous application)

RECOMMENDATION: City Development staff recommends approval of the Certified Survey Map and release of outlot designation (Miscellaneous application), subject to the conditions in the attached draft resolutions.

Project Name:	FHCC Certified Survey Map and release of outlot designation
Project Address:	Not Assigned Tax key No 748 9997 007
Applicant:	Michael Dilworth FHCC, LLC
Owner:	FHCC, LLC.
Agent:	John P Casucci, PLS
Zoning:	R-3 Suburban/Estate Single-Family Residence District
2025 Comprehensive Plan:	Residential
Applicant Action Requested:	Recommendation of approval of the Certified Survey Map and release of outlot designation (Miscellaneous application)

Project Description/Analysis

The applicant filed a Miscellaneous Application and Certified Survey Map requesting release of the outlot designation of Outlot 1 of CSM No 6596 and creation the proposed buildable parcel shown as Lot 1 of the proposed CSM

The Unified Development Ordinance defines an outlot as follows

OUTLOT

A parcel of land, other than a lot or block, so designated on the plat, but not of standard lot size, which can be either redivided into lots or combined in the future with one or more other adjacent outlots or lots in adjacent subdivisions or minor land divisions in the future for the purpose of creating buildable lots In addition to the foregoing, an "outlot" may also be any parcel of land depicted upon a plat or certified survey map which has been designated "outlot" as determined necessary by the Common Council to reserve such parcel for a future potential use or as necessary to further the purposes of this Ordinance and such designation as "outlot" shall mean that the designated parcel is unbuildable An "outlot" designation may be removed by the Common Council upon its determination upon a further division that the reasons for the designation no longer exist or that the purposes of this Ordinance are further served by the removal of such designation

Certified Survey Map No 6596 was recorded on November 13, 1998 At that time, this area was designated as an outlot because it was primarily encompassed by a wetland The delineation was completed by Hey & Associates on June 5, 1998

Tina Myers of R A Smith, who is an assured delineator with the WDNR, later completed a field investigation and wetland delineation on October 8, 2018. According to this delineation, the wetland has reduced in size and is primarily contained within the 25-foot drainage easement located on the east side of the property.

Based upon the recent wetland delineation and considering the R-3 District setbacks, a buildable area of approximately 39 52-feet wide by 239 60-feet long exists onsite. Staff finds that this is sufficient area to construct a reasonably sized home.

Overall, the proposed lot has a width of 138 56 feet and an area of 1 0124 acres or 44,102 square feet, which complies with the R-3 District Development Standards.

Due to a narrow building area, staff has told the applicant that the expectation of the City in releasing the outlot restriction is that the future home for this parcel would be constructed within the buildable area as shown on the Certified Survey Map. There should not be an expectation that the City will grant a variance or special exception in the future.

Recommendation

A motion to recommend approval of the Certified Survey Map and release of outlot designation (Miscellaneous application), subject to the conditions in the attached draft resolutions.

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



City of Franklin

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

Date of Application 5/18/20

CERTIFIED SURVEY MAP (CSM) APPLICATION

Complete, accurate and specific information must be entered Please Print

Applicant (Full Legal Name[s])

Name MICHAEL DILWORTH
 Company FHCC LLC
 Mailing Address 8575 W. FOREST HOME AV #160
 City / State FRANKLIN WI Zip 53228
 Phone 414-425-4939
 Email Address mdilworth@ener-con.com

Applicant is Represented by (contact person)(Full Legal Name[s])

Name JOHN P. CASUCCI
 Company R.A. SMITH, INC
 Mailing Address 16745 W BLUEMOUND RD
 City / State BROOKFIELD WI Zip 53005
 Phone 262-317-3249
 Email Address john.casucci@rasmith.com

Project Property Information

Property Address VACANT W. RAWSON AVE
 Property Owner(s) FHCC LLC

Tax Key Nos 748 9997 007

Mailing Address 8575 W. FOREST HOME AVE #160
 City / State FRANKLIN WI Zip 53228
 Email Address mdilworth@ener-con.com

Existing Zoning R-3
 Existing Use VACANT
 Proposed Use SINGLE FAMILY
 CMP Land Use Identification _____

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

Certified Survey Maps shall be prepared as provided in § 236 34 (1m) (c) Wis. Stats and Division 15-7.0700 of the Unified Development Ordinance.

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

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

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

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

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

Signature Property Owner
Michael Dilworth
 Name & Title (PRINT)
FHCC LLC Date 5.12.20

Signature Applicant
JOHN P CASUCCI SURVEY PROJECT MANAGER
 Name & Title (PRINT) Date 5/18/20

Signature Property Owner
 Name & Title (PRINT)
 Date _____

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



R A Smith, Inc
16745 W Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

PROJECT SUMMARY

FHCC LLC **CERTIFIED SURVEY MAP** W RAWSON AVE, CITY OF FRANKLIN

Project Summary Section 15-11.0103 OUTLOT of the Unified Development Ordinance of the City of Franklin states an Outlot designation is unbuildable. The owner has caused a Minor Land Division (Certified Survey Map) to be prepared for the purpose of changing the legal description (and designation) of the existing Outlot 1 to Lot 1.

The existing designation of Outlot was based on a 1998 wetland delineation by Hey & Associates as disclosed on Certified Survey Map No. 6596. A 2018 "assured" wetland delineation by R.A. Smith, Inc. indicates wetlands are substantially confined to the existing 25' wide drainage easement.

Prepared by John P. Casucci, PLS
Date May 18, 2020
Project No 167727

raSmith responses to review comments.

John P. Casucci PLS August 3, 2020

City of Franklin Department of City Development

Date July 24, 2020

To John P. Casucci R A Smith, Inc

From Department of City Development

RE Certified Survey Map and Miscellaneous application (release of outlot designation) – Tax key No. 748-9997-007

Below are comments and recommendations for the above-referenced applications submitted by FHCC, LLC on June 16, 2020

Department of City Development comments

- 1 Please be aware that the City's expectation in releasing the outlot restriction is that the future home for this parcel will be constructed within the buildable area as shown on the Certified Survey Map. The granting of any variance or special exception should not be expected or needed. understood by owner. no action required.
- 2 Please label the Conservation Easement boundary on the face of the CSM. It is recommended that the Conservation Easement include the wetland setback. Easement labeled on sheets 1-3. Conservation Easement boundary to coincide with Wetland Buffer line.
- 3 Attached is the City's Conservation Easement Template, which is recommended to be recorded with the Certified Survey Map. Please complete the Conservation Easement and submit to staff for review. Note that the Common Council must approve this easement document. See attached draft prepared by Attorney John Paul Peila, Jr.
- 4 Note that approval will be needed from Milwaukee County for access to W. Rawson Avenue and any work that is done within the right-of-way. See attached approval letter.

Engineering Department comments

- 5 Resolve all technical omissions and deficiencies identified by Milwaukee County. Upon receipt of the comments from Milwaukee County, the City comments may be revised to reflect changes required by the County. Addressed on revised CSM. North arrow added to sheet 2 and condominium referenced.
- 6 On Sheet 1 of 6, add a note stating, "Lot 1 is served by public sewer and water." added.
- 7 On Sheet 6 of 6, correct the Mayor's name to Stephen, instead of Steven. corrected.

8 Please submit the final Certified Survey Map in AutoCAD (drawing file) and pdf format electronically to rasuncion@franklinwi.gov to update the City of Franklin GIS system Emailed 8/3/20

Milwaukee County comments

9 See separate letter Both comments addressed on revised CSM

Fire Department comments

10 The fire department has no comments

Inspection Services Department comments

11 *Inspection Services has no comments on this proposal*

Police Department comments

12 *The Police Department has no objections to this application.*



DEPARTMENT OF TRANSPORTATION
Milwaukee County

Donna Brown-Martin

- Director
- Highway Commissioner

July 30, 2020

raSmith
Attn Mr John P Casucci, P L S , Associate
16745 West Bluemound Road
Brookfield, WI 53005-5938

Re Certified Survey Map (CSM) approval for the proposed driveway approach at Tax Key No 748-9997-007

Dear Mr Casucci,

Milwaukee County does not object to the Certified Survey Map (CSM) for proposed driveway approach and its location for Tax Key No 748-9997-007

If you require further information or have any questions, please contact me at (414) 257- 5947 or my Manager Andrea Weddle – Henning at (414) 257-5934

Very truly yours,

Vernon D. Singleton

Vernon D Singleton
Construction Coordinator, MCDOT - Transportation Services

Document Number

**Conservation Easement
112th & Rawson
City of Franklin**

Recording Area

Name and Return Address
John Paul Perla Jr.
350 Bishops Way Ste. 103
Brookfield, WI 53005
262-782-4000
jperla@tds.net

748-9997-007
Parcel Identification Number (PIN)

This instrument was drafted by
Attorney John Paul Perla Jr

CONSERVATION EASEMENT

FHCC, LLC
112th St & Rawson Ave , Franklin, WI

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 FHCC, LLC, a Wisconsin limited liability company, Property Owner, 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 as follows (the protected property):

Outlot 1 of Certified Survey Map No 6596 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on November 13, 1998 in Reel 4436, of Certified Survey Maps, at Images 960-962, as Document No 7633685, being part of the being a redivision of Parcels 1 and 2 of Certified Survey Map No 5972, being a part of the Southwest ¼ and Southeast ¼ of the Southeast ¼ of Section 6, Township 5 North, Range 21 East. Said land being in the City of Franklin, County of Milwaukee, State of Wisconsin

Property Address Situated on West Rawson Avenue, Franklin, WI 53132
Tax Key Number. 748-9997-007

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, the specific resources on the protected property which are the wetlands and wetlands buffer be preserved and maintained. A Natural Resource Protection Plan has not been requested nor prepared as of this date. The natural elements and the ecological and aesthetic values shall 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, there is no mortgagee on the protected property

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 as noted by the cross hatched area as denoted on the Exhibit A attached hereto which is designated as the Conservation Easement

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, except that Grantor, its successors or assigns may utilize the wetland setback for construction of a driveway
- 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
FHCC, LLC
c/o Paulanne Phillips
Forest Green Realty
8575 W Forest Home Ave , Ste 140
Milwaukee, WI 53228

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

In witness whereof, the Grantor has set its hand[s] [and seal[s]] on this date of _____, 2020

FHCC, LLC

By _____
Michael H Dilworth, Managing Member

STATE OF WISCONSIN)
) ss
WAUKESHA COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 2020, by Michael H Dilworth, as Managing Member of FHCC, LLC, a Wisconsin Limited Liability Company, to me known to be the person[s] who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said FHCC, LLC

Notary Public _____ (Name)
My commission expires _____

Acceptance by City on Next page

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

NO MORTGAGE HOLDER

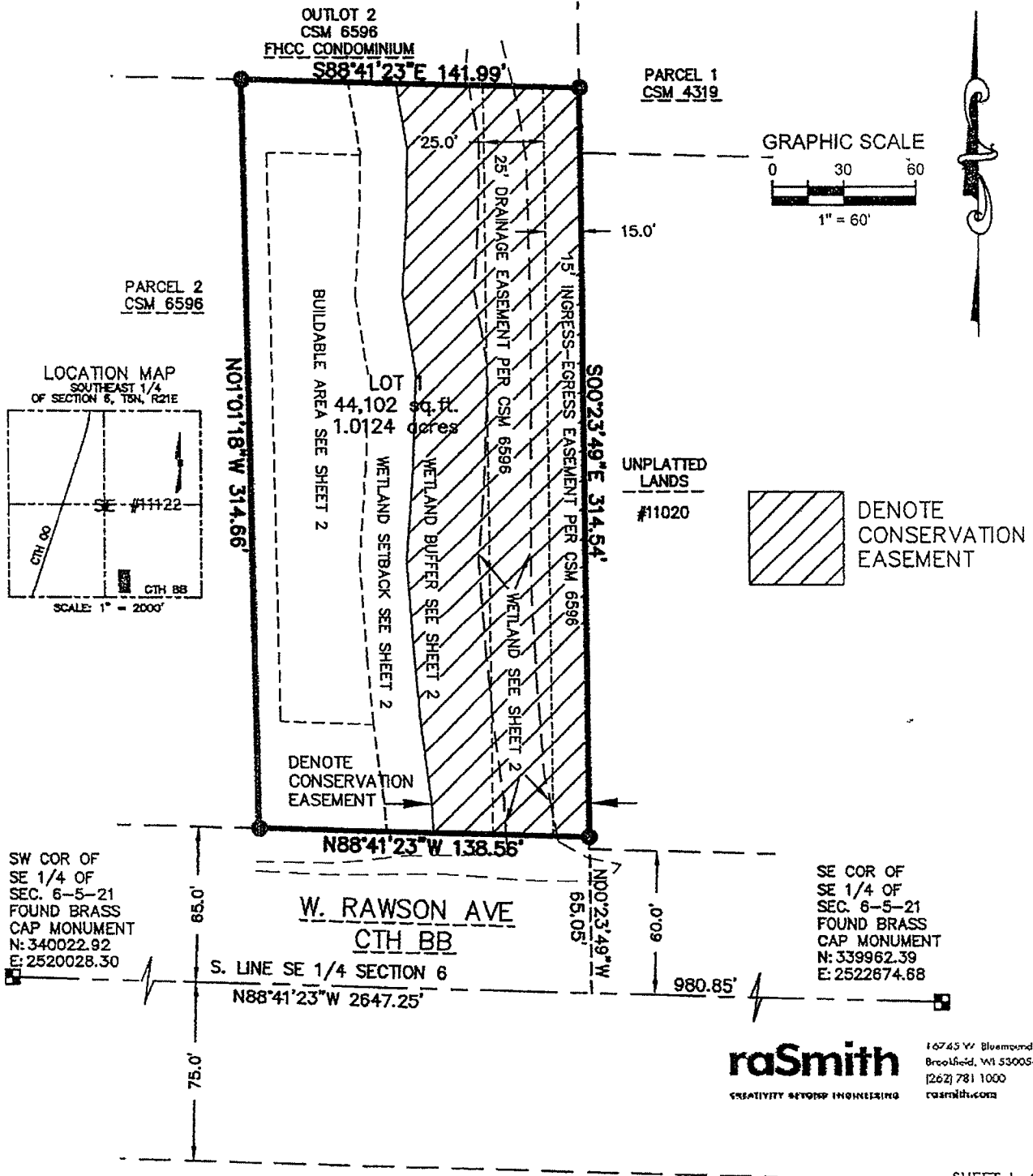
EXHIBIT A

CONSERVATION EASEMENT

CERTIFIED SURVEY MAP NO. _____

A division of Outlot 1 of Certified Survey Map No. 6596, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

OWNER:
 FHCC LLC
 8575 W FOREST HOME AVE #160
 GREENFIELD, WI., 53228



raSmith
 CREATIVITY BEYOND ENGINEERING

16745 W Bloomfield Road
 Brookfield, WI 53005-5938
 (262) 781 1000
 rasmith.com

CERTIFIED SURVEY MAP NO _____

A division of Outlot 1 of Certified Survey Map No 6596, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

● INDICATES FOUND 1" IRON PIPE

WETLANDS DELINEATED OCTOBER 8, 2018
BY R.A. SMITH, INC

SEE SHEET 2 FOR WETLAND DETAILS

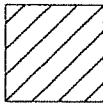
SEE SHEET 3 FOR TOPOGRAPHIC DATA

ZONED R-3

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT

ALL BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SE 1/4 OF SECTION 6, T 5 N, R 21 E, WHICH BEARS N88°41'23"W. WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD27)

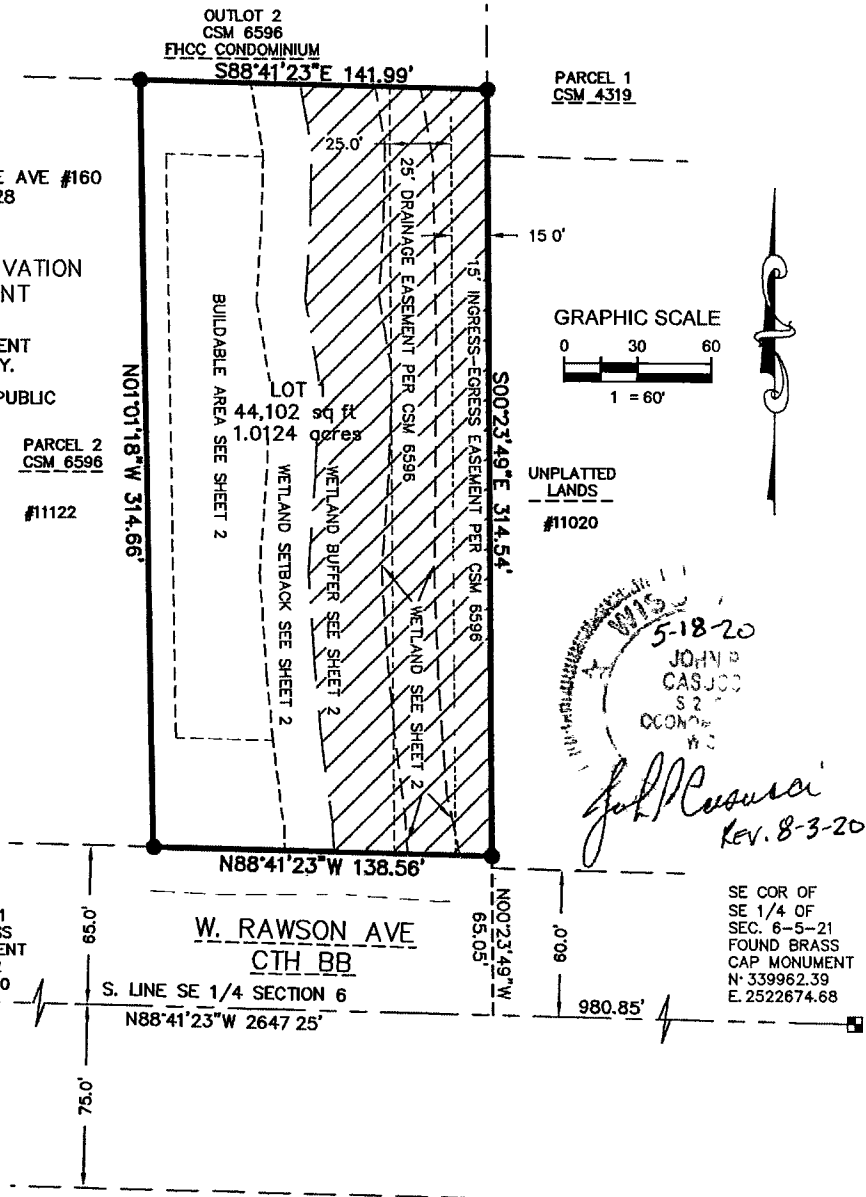
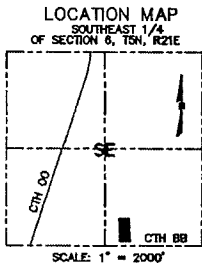
OWNER.
FHCC LLC
8575 W FOREST HOME AVE #160
GREENFIELD, WI, 53228



DENOTE
CONSERVATION
EASEMENT

CONSERVATION EASEMENT
RECORDED SEPARATELY.

LOT 1 IS SERVED BY PUBLIC
SEWER AND WATER.



WISCONSIN
5-18-20
JOHN B
CASJOC
S 2
CONDO
#11
John Casjoc
REV. 8-3-20

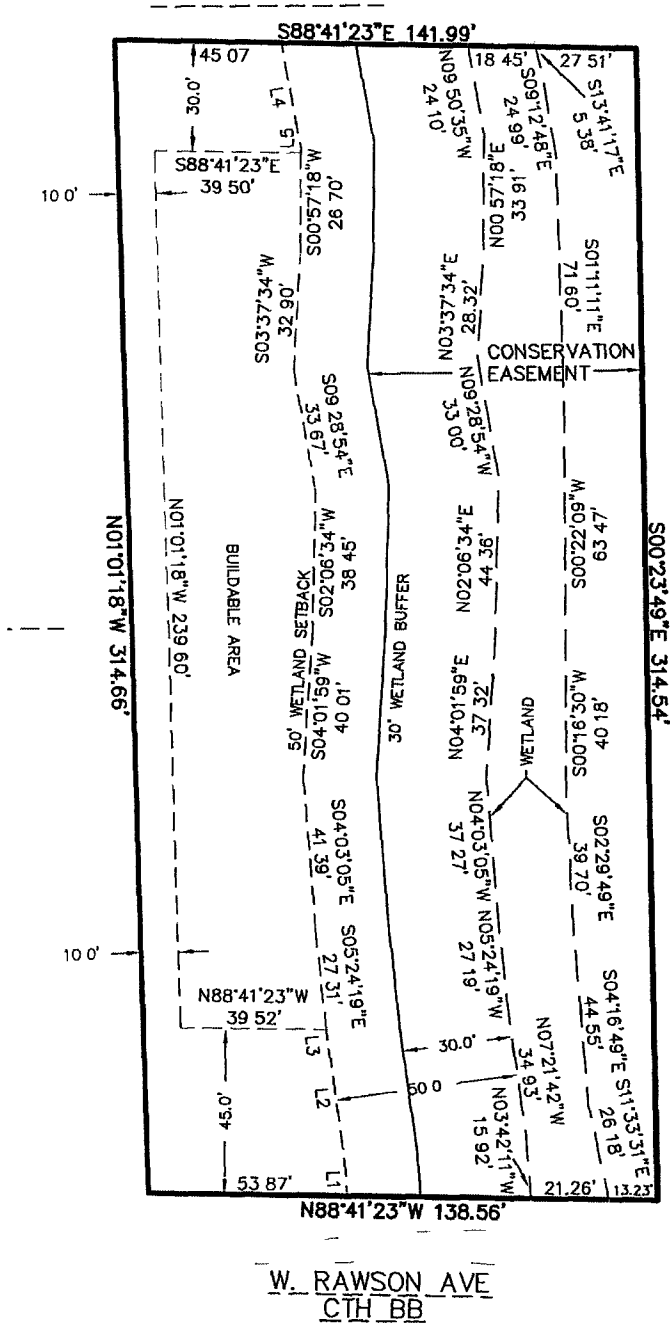
SW COR OF
SE 1/4 OF
SEC. 6-5-21
FOUND BRASS
CAP MONUMENT
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E: 2520028.30

SE COR OF
SE 1/4 OF
SEC. 6-5-21
FOUND BRASS
CAP MONUMENT
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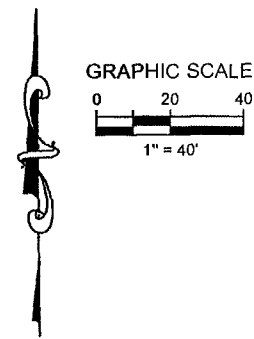
raSmith
CREATIVITY BEYOND ENGINEERING
16745 W Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
raSmith.com

CERTIFIED SURVEY MAP NO. _____

A division of Outlot 1 of Certified Survey Map No 6596, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

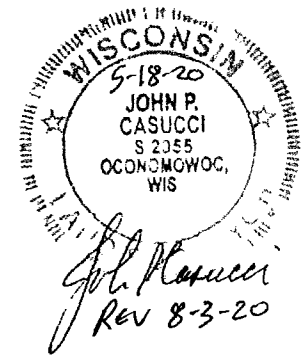


Line Table		
Line #	Direction	Length
L1	N03°42'11\"W	9.93
L2	N07°21'42\"W	34.18
L3	N05°24'19\"W	1.32
L4	N09°50'35\"W	29.23
L5	N00°57'18\"E	1.32



WETLANDS DELINEATED ON OCTOBER 8, 2018
BY R.A. SMITH, INC. PROJ. 3180455

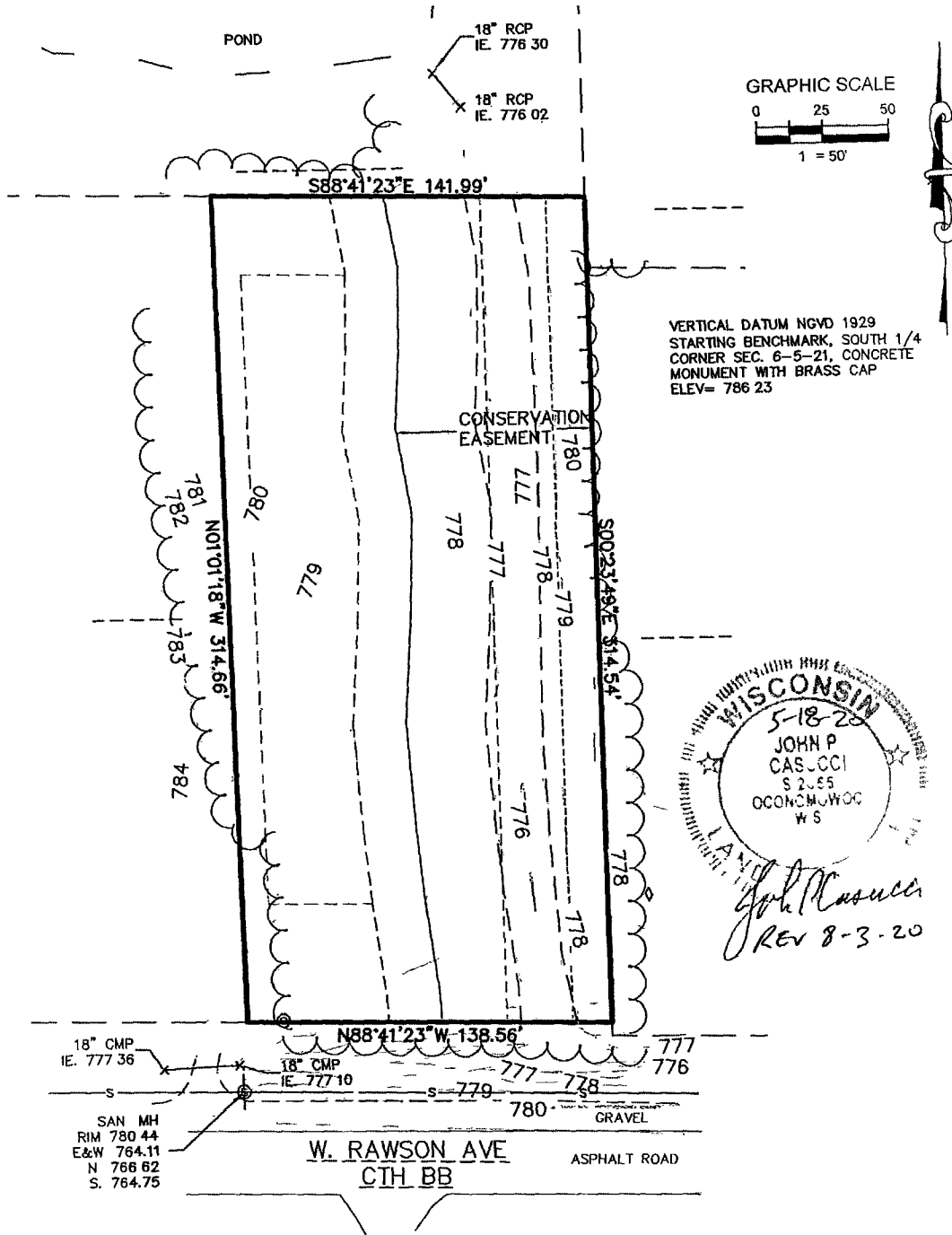
ZONED: R-3
MIN AREA 20,000 SF
MIN WIDTH 100'
MIN. FRONT YARD 45'
MIN SIDE YARD 10'
MIN. REAR YARD 30'



raSmith
CREATIVITY BEYOND ENGINEERING
16745 W Bluemound Road
Brookfield WI 53005-5938
(262) 781 1000
rasmith.com

CERTIFIED SURVEY MAP NO. _____

A division of Outlot 1 of Certified Survey Map No. 6596, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin



CERTIFIED SURVEY MAP NO. _____

A division of Outlot 1 of Certified Survey Map No 6596, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 } SS
WAUKESHA COUNTY}

I, JOHN CASUCCI, Professional Land Surveyor, do hereby certify

THAT I have surveyed, divided and mapped a division of Outlot 1 of Certified Survey Map No 6596, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows

COMMENCING at the Southeast corner of the Southeast 1/4 of said Section 6, thence North 88° 41' 23" West along the South line of said 1/4 Section a distance of 980 85 feet to a point, thence North 00° 23' 49" West 65 05 feet to a point in the North line of West Rawson Avenue and the point of beginning of lands to be described, thence North 88° 41' 23" West along said North line 138 56 feet to the Southeast corner of Parcel 2 of said Certified Survey Map, thence North 01° 01' 18" West along the East line of said Parcel 314 66 feet to the Northeast corner of said Parcel and a point in the South line of Outlot 2 of said Certified Survey Map, thence South 88° 41' 23" East Along said South line 141 99 feet to a point, thence South 00° 23' 49" East 314 54 feet to the point of beginning

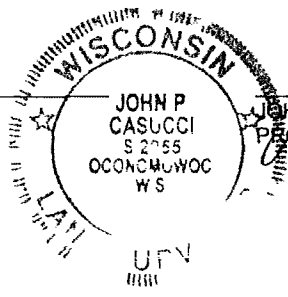
Containing 44,102 square feet or 1 0124 acres

THAT I have made such survey, land division and map by the direction of FHCC LLC, owner

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

THAT I have fully complied with the provisions of Chapter 236 34 of the Wisconsin Statutes and the City of Franklin Unified Development Ordinance Division-15 in surveying, dividing and mapping said lands

May 17, 2020
DATE
Revised: 8/3/20



John P. Casucci (SEAL)
JOHN P. CASUCCI,
PROFESSIONAL LAND SURVEYOR S-2055

CERTIFIED SURVEY MAP NO _____

A division of Outlot 1 of Certified Survey Map No 6596, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

CORPORATE OWNER'S CERTIFICATE

FHCC LLC a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certify that said corporation caused the land described on this map to be surveyed, divided, and mapped as represented on this map in accordance with the requirements of the City of Franklin Municipal Code

FHCC LLC, does further certify that this map is required by S 236 10 or 236 12 to be submitted to the following for approval or objection City of Franklin

WITNESS the hand and seal of FHCC LLC, has caused these presents to be signed by

_____, its _____ this _____ day of _____, 20

2020

FHCC LLC

STATE OF WISCONSIN }
 } SS
_____ COUNTY }

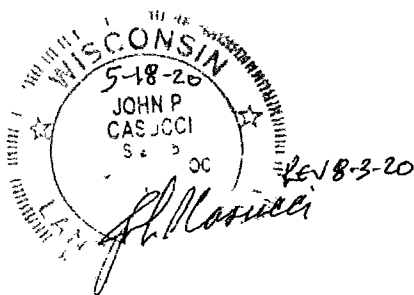
PERSONALLY came before me this _____ day of _____ 2020,

the above named _____, to me known to be the person who

executed the foregoing instrument, and to me known to be such _____ of said corporation and acknowledged that he executed the foregoing instrument as such officer, by its authority

(SEAL)

Notary Public, State of Wisconsin
My commission expires _____



CERTIFIED SURVEY MAP NO _____

A division of Outlot 1 of Certified Survey Map No 6596, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 6 Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County Wisconsin

CONSENT OF CORPORATE MORTGAGEE

_____, a national banking association, mortgagee of that portion of the above-described land identified in this Certified Survey Map does hereby consent to the surveying, dividing and mapping of the land described in the foregoing affidavit of John P. Casucci, Surveyor, and does hereby consent to the certificate of said owner

In witness whereof, the said _____, has caused these presents to be signed by _____, its _____, and by _____, its _____, at _____ and its corporate seal to be hereunto affixed this ____ day of _____, 2020

STATE OF _____ }
COUNTY OF _____ } SS

PERSONALLY came before me this _____ day of _____, 2020, _____ and _____ of the _____

above named organization, to me known as the person(s) who executed the foregoing instrument, and to me known to be the _____ and the _____ of the organization, and acknowledged that they executed the foregoing instrument as such officer(s) as the deed of the organization, by its authority

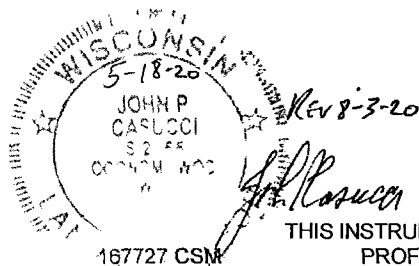
_____(SEAL)

Notary Public, State of _____
My commission expires _____

CITY OF FRANKLIN COMMON COUNCIL

APPROVED by the Common Council of the City of Franklin by Resolution No _____

signed on this _____ day of _____, 2020



STEPHEN OLSON MAYOR

SANDRA L. WESOLOWSKI, CITY CLERK

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI, PROFESSIONAL LAND SURVEYOR S-2055

<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 09/01/20</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>A RESOLUTION TO AMEND RESOLUTION NO. 2019-7526, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A TWO-FAMILY RESIDENTIAL SIDE BY SIDE RANCH TOWNHOME USE UPON PROPERTY LOCATED AT 10504 WEST CORTEZ CIRCLE, TO EXTEND THE TIME FOR THE OBTAINING OF THE ISSUANCE OF A BUILDING PERMIT (GREGORY D. NISENBAUM, PRESIDENT OF NISENBAUM HOMES & REALTY, INC., APPLICANT)</p>	<p>ITEM NUMBER <i>G.5.</i></p>

On August 20, 2020, the Plan Commission carried *a motion to recommend approval of a resolution to amend Resolution no. 2019-7526, a resolution imposing conditions and restrictions for the approval of a special use for a two-family residential side by side ranch townhome use upon property located at 10504 West Cortez Circle, to extend the time for the obtaining of the issuance of a building permit.*

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2020-_____, to amend Resolution no. 2019-7526, a resolution imposing conditions and restrictions for the approval of a special use for a for a two-family residential side by side ranch townhome use upon property located at 10504 West Cortez Circle, to extend the time for the obtaining of the issuance of a building permit (Gregory D. Nisenbaum, president of Nisenbaum Homes & Realty, Inc., applicant).

RESOLUTION NO. 2020-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2019-7526, A
RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE
APPROVAL OF A SPECIAL USE FOR A FOR A TWO-FAMILY RESIDENTIAL
SIDE BY SIDE RANCH TOWNHOME USE UPON PROPERTY LOCATED AT
10504 WEST CORTEZ CIRCLE, TO EXTEND THE TIME FOR THE OBTAINING
OF THE ISSUANCE OF A BUILDING PERMIT
(GREGORY D. NISENBAUM, PRESIDENT OF
NISENBAUM HOMES & REALTY, INC., APPLICANT)

WHEREAS, the above entitled Resolution No. 2019-7526 was adopted by the Common Council on August 6, 2019 and was conditioned upon the applicant obtaining a Building permit within one year from such date, upon property located at 10504 West Cortez Circle (the Cortez Condominium development), bearing Tax Key Nos 747-9979-001 and 747-9979-002, more particularly described as follows:

That part of the Southwest 1/4 of Section 5, in Township 5 North, Range 21 East, bounded and described as follows: Commencing at a point in the North 1/4 Section line, 663 feet East of the Northwest corner of said 1/4 Section; running thence South and parallel with the West line of said 1/4 Section, 80 feet to a point, thence East and parallel with the North line of said 1/4 Section, 272.25 feet to a point, thence North and parallel with the West line of said 1/4 Section, 80 feet to a point on the North line of said 1/4 Section; thence West along said North line 272 25 feet to the point of commencement, and reserving the West 24 75 feet for highway purposes, further excepting those lands conveyed to the State of Wisconsin in an instrument recorded May 23, 1969, in Reel/Volume 480, Image/Page 784, as Document No 4464721; and

WHEREAS, during these times of the Coronavirus Disease 2019 and Public Health Emergency, the applicant having been unable to meet the project completion time limit, and having requested and provided an application for an extension of one year for project completion, and

WHEREAS, the applicant having requested a one year extension of the time limit for such condition prior to the expiration thereof, and the Plan Commission having recommended approval thereof, pursuant to §15-9 0103G of the Unified Development Ordinance which contemplates the procedural potential grant of an extension upon a timely request without the requirement of a public hearing, based upon the applicant's bona fide and ongoing efforts to move the project forward.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of

GREGORY D NISENBAUM, PRESIDENT OF NISENBAUM HOMES & REALTY, INC.
– SPECIAL USE AMENDMENT

RESOLUTION NO 2020-_____

Page 2

the City of Franklin, Wisconsin, that Resolution No 2019-7526, A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Two-Family Residential Side by Side Ranch Townhome Use Upon Property Located At 10504 West Cortez Circle, be and the same is hereby amended only to extend the time limit for the applicant's obtaining of the issuance of a building permit, to August 6, 2021.

BE IT FURTHER 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

YES _____ NOES _____ ABSENT _____

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

Meeting of August 20, 2020

Special Use Time Extension

RECOMMENDATION: City Development staff recommends approval of a 1-year time extension for a previously approved Special Use, subject to the conditions in attached draft resolution

Project Name:	Time extension for Nisenbaum Homes & Realty, Inc Duplex
Project Address:	10504 West Cortez Circle
Applicant:	Gregory Nisenbaum
Owner:	Nisenbaum Homes & Realty, Inc
Zoning:	R-8 Multiple-Family Residence District
Use of Surrounding Properties:	Multi-family residential to the north, south, east and west
2025 Comprehensive Plan:	Residential – Multi-Family
Applicant Action Requested:	Recommendation of approval to the Common Council of the requested 1-year time extension

On March 19, 2019, the Common Council conditionally approved a Special Use for a two-family residential side by side ranch townhouse at the subject property This Special Use was later amended on August 6, 2019, via Resolution No 2019-7526 which rescinded conditions requiring the submission of a conservation easement

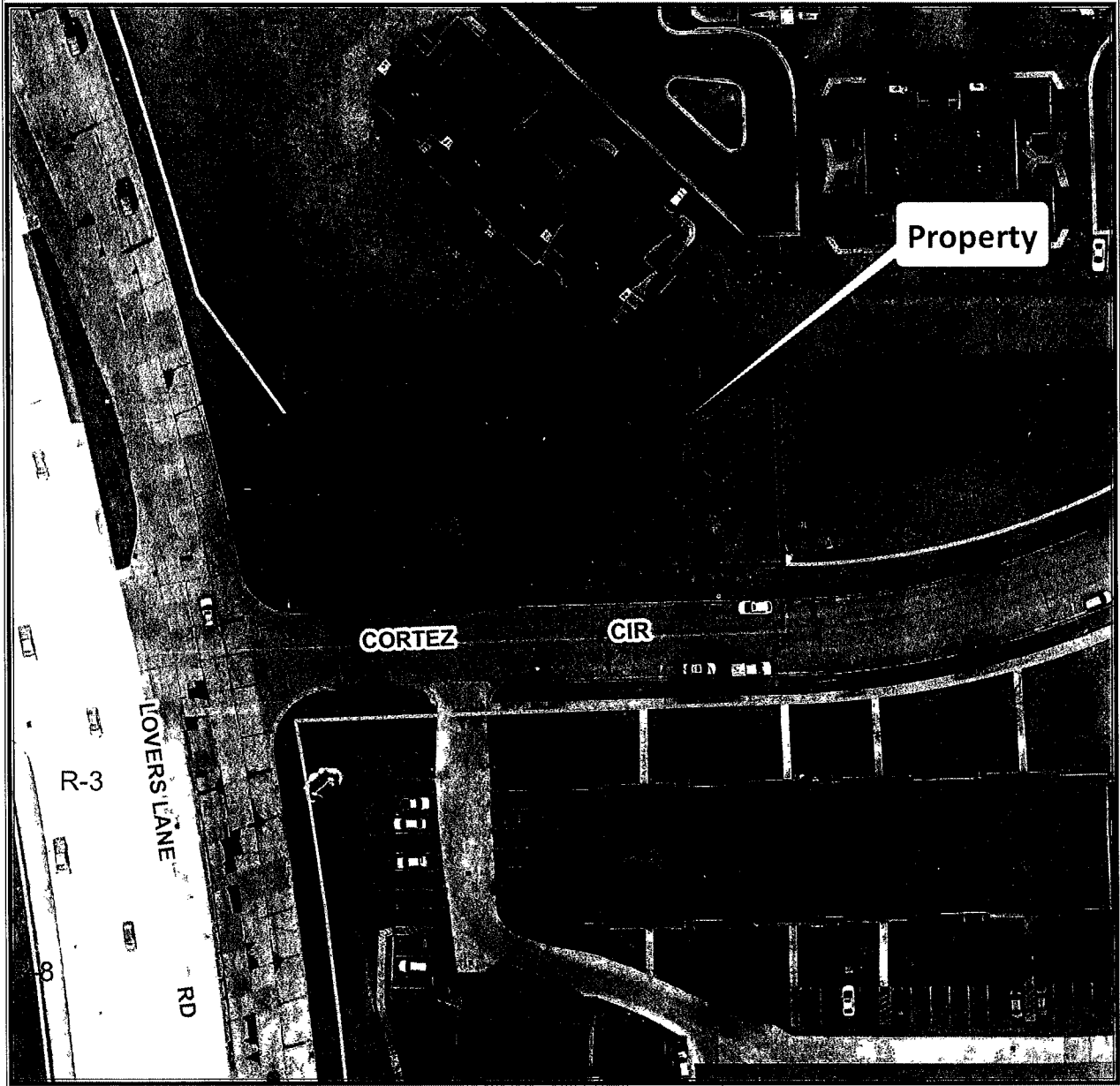
Condition No 3 of the above-referenced resolution states the expiration of the Special Use is one year from the date of the adoption of the Resolution, therefore the Special Use approval expired on August 6, 2020 Prior to the expiration on July 16, 2020, the applicant filed a request to extend the Special Use approval for one (1) additional year, if this time extension is approved the Special Use would be valid until August 6, 2021

CONCLUSION:

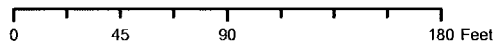
City Development staff recommends approval of a 1-year time extension for a previously approved Special Use (Resolution No 2019-7526), subject to the conditions outlined in the attached resolution



10504 W. Cortez Circle
TKN 747 9979 000



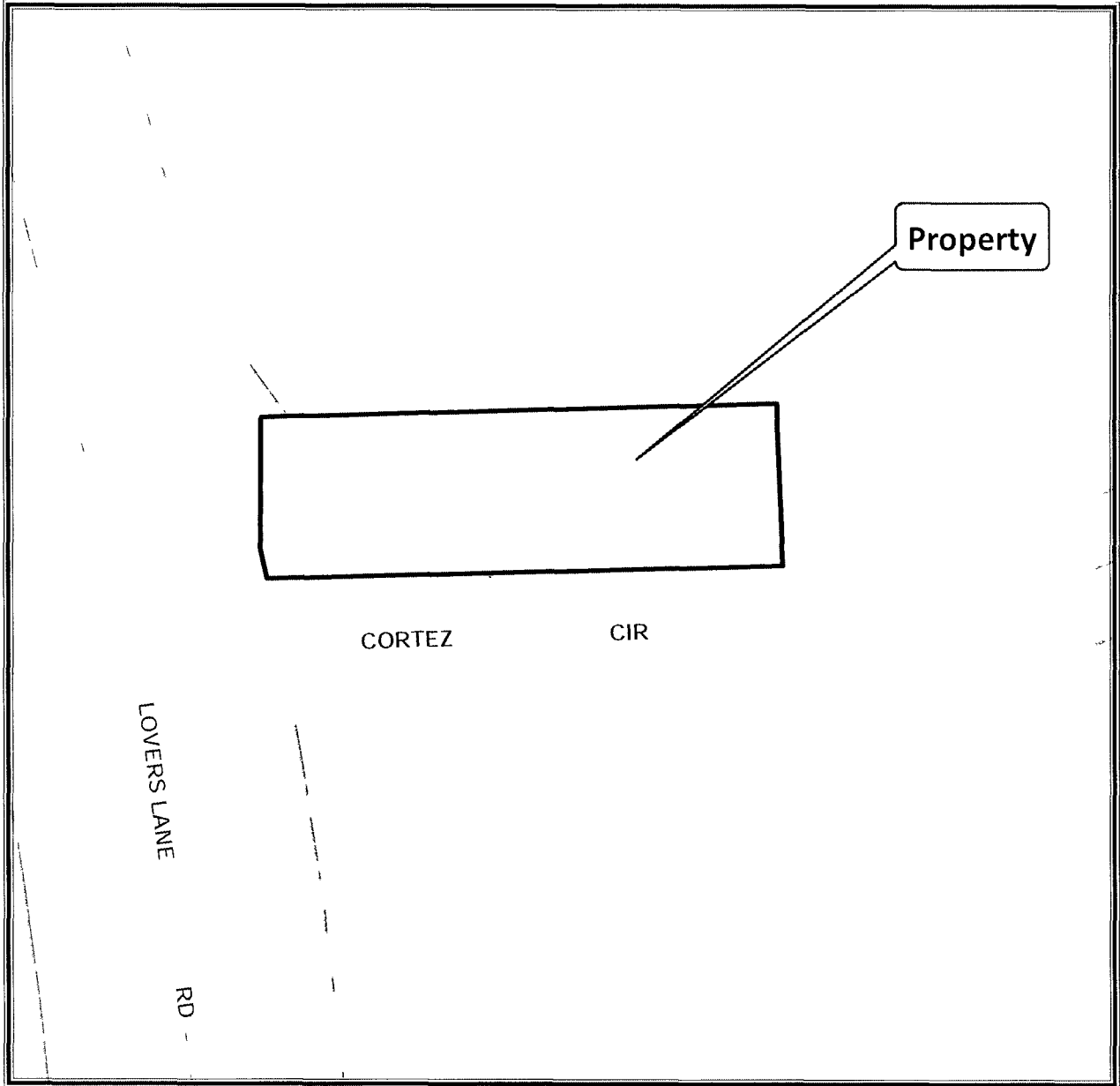
Planning Department
(414) 425-4024



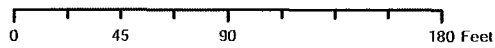
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering or surveying purposes.



10504 W. Cortez Circle
TKN 747 9979 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

Greg Nisenbaum
Nisenbaum Homes & Realty, Inc.
8103 S. Country Club Circle
Franklin, Wisconsin 53132
(414) 719 - 4244
gregoryn@nisenbaumhomes.com
www.nisenbaumhomes.com

07 / 14 / 2020

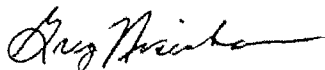
To : Mr. Regulo Martinez-Montilva, AICP
Associate Planner-Department Of City Development
City Of Franklin
9229 W. Loomis Road
Franklin, Wisconsin 53132

The City Of Franklin Special Use Amendment Resolution No. 2019-7526 was passed and adopted on August 6, 2019. The Cortez Condominium Resolution, Declaration, and Plan was approved by Milwaukee County On March 19, 2020. The conditions in the Special Use Amendment have been satisfied with exception to condition # 3 (see attached). This condition states "the provision thereof with regard to the expiration of the Special Use permission is hereby extended to the expiration of one year from the date of adoption of this Resolution ".

Due to covid, the stock market, and other business related matters, I am respectfully requesting permission to extend the condition in the Special Use Amendment Resolution No. 2019-7526 for one year until August 6, 2021.

Thank you for your time in this matter !

Sincerely,


Greg Nisenbaum

Nisenbaum Homes & Realty, Inc.

Franklin
JUL 16 2020
City Development

GREGORY D NISENBAUM, PRESIDENT OF NISENBAUM
HOMES & REALTY, INC – SPECIAL USE AMENDMENT
RESOLUTION NO. 2019-7526

Page 2

the West 24.75 feet for highway purposes, further excepting those lands conveyed to the State of Wisconsin in an instrument recorded May 23, 1969, in Reel/Volume 480, Image/Page 784, as Document No. 4464721; and

WHEREAS, the Department of City Development having recommended approval of the aforesaid amendments

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the upon the application of Gregory D Nisenbaum, President of Nisenbaum Homes & Realty, Inc., for the amendment of Resolution No. 2019-7473, that same be and is hereby amended as follows:

- 1 Condition No. 4. is hereby rescinded and deleted.
- 2 Condition No. 5. is hereby rescinded and deleted.
3. The Further Resolved provision providing for the establishment of the Special Use within one year from the date of adoption of Resolution No. 2019-7473 is hereby amended as follows: delete. “occupancy permit”, and in place thereof, insert: “building permit”; the provision thereof with regard to the expiration of the Special Use permission is hereby extended to the expiration of one year from the date of adoption of this Resolution Amending Resolution No 2019-7473
4. The woodlands and buildings areas depicted upon the Plat of Survey and Site Plan on the first two pages of Exhibit A of Resolution No. 2019-7473 are no longer applicable to the site and are hereby deleted.

BE IT FURTHER RESOLVED, that all of the other terms and provisions of Resolution No. 2019-7473 not amended as aforesaid, shall remain in full force and effect.

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 6th day of August, 2019.

Franklin

JUL 16 2020

City Development

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/01/2020
Reports and Recommendations	Motion to allow the Director of Health and Human Services to sign Affiliation Agreement with Alverno College to host nursing and health education students.	ITEM NUMBER <i>G. 6.</i>

Affiliation agreement will allow Franklin Health Department (FHD) to host nursing students as well as health education students for internship and clinical placement hours. Interns can and will assist in many aspects of the work FHD does from extra staffing clinics and health education events to assisting with data collection and analysis. Hosting students also allows future job seekers an opportunity to have direct connection that may link to future open positions within the Health Department.

COUNCIL ACTION REQUESTED

Allow the Director of Health and Human Services to sign Affiliation Agreement with Alverno College to host nursing and health education students.



ALVERNO COLLEGE

ESTABLISHED 1887

**ALVERNO COLLEGE JoAnn McGrath SCHOOL OF NURSING
AND HEALTH PROFESSIONS
EDUCATIONAL AFFILIATION AGREEMENT
WITH**

FRANKLIN HEALTH DEPARTMENT

This **Educational Affiliation Agreement** (the “**Agreement**”), is made and entered into as of the _____ day of _____, 2020, by and between **Alverno College JoAnn McGrath School of Nursing and Health Professions** (hereinafter the “**SNHP**”) and Franklin Health Department (hereinafter the “**Clinical Entity**”).

WHEREAS, the SNHP offers programs in nursing and health professions leading to the bachelors of science in nursing degree, a masters of science in nursing, and various certificate programs, and

WHEREAS, the SNHP desires to provide supervised clinical experience and instruction for its nursing and health professions students (hereinafter the “**Students**”); and

WHEREAS, the Clinical Entity, in the interest of furthering the educational objectives of the SNHP, desires to make its facilities available to the Students for such experience and instruction; and

NOW THEREFORE, in consideration of the promises and the mutual covenants, agreements and undertakings hereinafter set forth, it is hereby **AGREED**:

1. **Term and Termination of Agreement.** This Agreement shall become effective as of the date first written above and shall have an initial term of two years. Thereafter, this Agreement shall be automatically renewed for successive one-year terms unless terminated by either party as provided herein. Either party may terminate this Agreement without cause by giving the other party ninety (90) days written notice prior to the end of the then current term.
2. **Clinical or Fieldwork Experience** The Clinical Entity shall provide the opportunity for adequately prepared Students of the SNHP to perform clinical work under the supervision of faculty provided by the SNHP in accordance with section 4 (Instruction and Supervision) of this Agreement (hereinafter the “**Clinical Program**”). Except as noted herein, the Clinical Entity shall not be responsible for the supervision, instruction, or education of the Students but the Clinical Entity shall at all times retain responsibility and authority for the delivery of patient care to its patients.
3. **Preceptorships** In some instances, Students will be assigned to work with a Preceptor who is an employee or medical staff member of the Clinical Entity. In that event, the Clinical

Entity will retain responsibility and authority for the delivery of patient care to its patients, but also will be responsible for supervision and guidance of the Students.

4. Planning of Educational Program. The SNHP shall be responsible for the planning, implementation and execution of all educational aspects of its nursing program, including the Students' clinical nursing experience and instruction and matriculation, grading, promotion and graduation. The SNHP shall furnish the Clinical Entity with current information about its curriculum and clinical education goals and objectives prior to the start of each Student's clinical experience.

5. Instruction and Supervision. The SNHP shall provide faculty personnel (hereinafter the "Faculty") who will coordinate the teaching and supervision of Students assigned to the Clinical Entity. Faculty shall collaborate with the Clinical Entity to plan and implement individual Student assignments. Faculty may consult with Clinical Entity personnel as appropriate in conducting evaluations of Student performance. The Clinical Entity shall be responsible for assigning Students to clinical areas and patients, and, if appropriate, providing an individual preceptor (hereinafter the "Preceptor").

6. Notification of Program Requirements. The SNHP shall inform the Clinical Entity periodically regarding its academic calendar and course descriptions.

7. Equipment and Use of Facilities. The Clinical Entity shall provide equipment and supplies necessary for the administration of care by the Students. The Clinical Entity may also provide, but is not required to provide, suitable space for conferences connected with the Students' clinical instruction, for use by Faculty and Students. Faculty and Students may use the Clinical Entity's cafeteria during their clinical experience at their own expense.

8. Orientation for Faculty and Students. The Clinical Entity shall provide orientation for Faculty and Students regarding relevant Clinical Entity information, including policies, procedures, and rules with which Faculty and Students must comply.

9. Compliance with the Clinical Entity Rules. Faculty and Students will comply with all rules and regulations of the Clinical Entity to the extent they are presented at orientation or otherwise made available to Faculty and Students. Upon the Clinical Entity's request, the SNHP shall withdraw from the Clinical Program any Faculty member or Student who fails to comply with the Clinical Entity's rules and regulations.

10. Confidential Information.

(a) Faculty, Students, and other SNHP personnel will be informed of their obligation not to disclose any confidential material or information connected with the Clinical Entity or any of its patients. The SNHP recognizes and acknowledges that by participation of Faculty and Students in the Clinical Program at the Clinical Entity, the SNHP, its Faculty and Students, shall have access to the protected health information ("PHI") of the Clinical Entity's patients, as defined by the HIPAA Privacy Rule (42 CFR Parts 160 and 164) (hereinafter "Privacy Rule").

(b) The parties agree that the Students will be considered to be part of the Clinical Entity's "workforce," as defined by the Privacy Rule, for purposes of accessing, using or

disclosing PHI while participating in the Clinical Program. The parties further agree that this “workforce” designation shall be solely for purposes of complying with Privacy Rule requirements and will not create any type of agency or employee relationship between the Student and Clinical Entity or otherwise affect any provisions in this Agreement related to the independent status of the Students.

11. Removal of Students from the Clinical Entity. The SNHP shall remove a Student from the Clinical Entity upon request of the Clinical Entity, if the Clinical Entity determines that because of health, performance, or other reasons, such Student’s continued presence at the Clinical Entity is detrimental to the Student and/or any patient of the Clinical Entity.

12. Immunizations, Health Information and Background Checks. The SNHP will comply with the Clinical Entity’s requests for immunizations, health information and background check as needed to fulfill the objectives of this Agreement.

13. Emergency Medical Care. The Clinical Entity shall provide emergency medical care to Faculty and Students who become ill or who are injured while on duty at the Clinical Entity. The SNHP understands that the cost of such care shall be the responsibility of the individual receiving it.

14. Needle Stick Injury or Blood Borne Pathogen Exposure. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluid of another or other potentially infectious material while participating in the clinical education program at the Clinical Entity, the Clinical Entity agrees to provide the following services:

(a) Have the student seen by the Clinical Entity’s employee health service and/or emergency department as soon as possible after the injury;

(b) Initiate the standard protocol for the event at that Clinical Entity, in the usual manner to the extent possible.

15. The Student will be responsible for the costs of any and all care, testing, counseling and obtaining necessary follow up care.

16. Insurance.

(a) The SNHP shall provide coverage for each Student under its professional liability insurance policy with limits of \$1,000,000 per incident/\$3,000,000 annual aggregate and general liability limits of \$1,000,000 per incident/\$2,000,000 annual aggregate. The Clinical Entity shall carry general liability insurance with limits of \$1,000,000 per incident/\$2,000,000 annual aggregate consistent with good business practice and professional liability insurance as required from time to time by Wisconsin law, which currently requires limits of \$1,000,000/\$3,000,000.

(b) The SNHP will encourage each Student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such Student during his or her participation in the education program. The SNHP will inform Students that they are responsible for their own health needs, health care costs, and health insurance coverage.

(c) Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, offices, or agents in the performance of this Agreement. Neither party will be considered the agent or employee of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

17. Governing Law The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Wisconsin without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law

18. Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, or via email, to the Clinical Entity or the SNHP at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Clinical Entity:

Attention: _____

Phone: _____

Email: _____

If to the SNHP:

Attention: Clinical Coordinator

Becca Skidmore

Alverno College

School of Nursing

3400 South 43rd Street

P.O. Box 343922

Milwaukee WI 53234-3922

414-382-6278

becca.skidmore@alverno.edu

19. Prohibition Against Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

20. Non-Discrimination. Each party is separately responsible to comply with any antidiscrimination law that applies to the party's activities under this Agreement. Neither party has a right unlawfully to discriminate against any Student in the Clinical Program.

21. Survival. SNHP and Clinical Entity expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

22. Severability. If any provision of this Agreement shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement

23. Waiver. Neither the waiver by any of the parties hereto of a breach or of a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

24. Entire Agreement and Amendment: This Agreement is the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof. This Agreement may be amended only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

FRANKLIN HEALTH DEPARTMENT

ALVERNO COLLEGE

Signature: _____

Signature. _____

Name _____

Name: Patti Varga PhD, RN, CNE

Title: _____

Title Dean of JoAnn McGrath School of Nursing and Health Professions and Professor

Date: _____

Date: _____

INSTRUCTIONAL SYLLABUS

TITLE:

Nursing in Complex Communities

COURSE NUMBER:

420

SECTION:

01

INSTRUCTORS:

Judeen Schulte, PhD, BSN

Ann Van Eerden, MSN, MS, CNE, NCSN

DEPT/DIV:

Joann McGrath School of Nursing and Health Professions

DELIVERY METHOD:

Interactive, Face-to-Face

DATES:

February 4 – May 21, 2020

OVERVIEW:

Building on previous coursework, theoretical concepts, and scholarly literature, the student creates approaches to complex health situations in local, national, and global contexts. The student will be challenged to synthesize multiple factors associated with complexity, consider dynamic interrelationships, and design innovative strategies to care for diverse populations and cultures. In doing so, the student must consider available resources and constraints.

PREREQUISITES:

- N 320 Theories of Holistic Nursing Management A completed
- N 321 Theories of Holistic Nursing Management B completed
- N 325 Clinical Nursing Practice 1 completed
- N 330 Theories of Holistic Nursing C completed
- N 335 Nursing Management of Aging Adults completed
- N 340 Nursing Management: Women and Children completed
- N 345 Clinical Nursing Practice II completed
- BSC 257 Stats for Health Professionals completed

REQUIRED TEXTS AND MATERIALS:

Hanna-Attisha, M. (2019). *What the eyes don't see: A story of crisis, resistance, and hope in an American city*. Manhattan, NY: Random Publishing House Group.
(The ISBN is 9780399590856.)

Internet and other resources will be assigned throughout the course.

All previous course texts and other materials as identified by course instructors including Internet resources

ALVERNO BSN PROGRAM OUTCOMES:

1. Applies leadership concepts and skills grounded in professional standards to support innovation and adaptation in evolving healthcare systems.
2. Integrates theories and evidence based practice using multiple ways of thinking to promote, restore, and maintain optimum health of diverse individuals, families, communities, systems, and global populations.
3. Integrates a global perspective with an understanding of self and others within the shared environment to promote health and well-being.
4. Promotes a culture of quality, safety, and inclusiveness through mindful practice of continuous quality improvement.

5. Communicates and collaborates effectively and professionally using a variety of modes.

COURSE OUTCOMES:

1. Accurately evaluates and uses theories, frameworks and models to measure and promote health in populations. (Program Outcomes 1, 2, 3; Problem Solving L5, 6; Valuing L5; Developing a Global Perspective, L4, 5)
2. Critiques existing interventions designed to address social justice issues for their potential to improve health and access to health resources. (Program Outcomes 1, 2, 3; Problem Solving L5, 6; Valuing L5; Developing a Global Perspective, L4, 5)
3. Imagines interventions that have the potential to impact organizational, community, or global health problems. (Program Outcomes 1, 2, 3, 4; Problem Solving L5, 6; Valuing L5, L6; Developing a Global Perspective, L4, 5)
4. Applies knowledge of multiculturalism to advocate for and inform interventions that are flexible and sensitive to diverse populations (Program Outcomes 1, 2, 3, 5; Problem Solving L5, 6; Valuing L5, L6; Developing a Global Perspective, L4, 5)

COURSE VALIDATIONS and ABILITY LEVELS:

Problem Solving: Solves problems effectively in professional situations

Level 5: Collaborates effectively in designing and implementing potential solutions to complex disciplinary problems.

Level 6: Independently adapts problem solving processes in addressing evolving professional situations, recognizing personal values and adhering to professional standards

Valuing in Decision-Making: Explores and applies value systems and ethical codes at the heart of the field

Level 5: Uses valuing frameworks of a major field of study or profession to engage significant issues in personal, professional, and civic contexts

Level 6: Consistently examines and cultivates own value systems in order to take initiative as a responsible self in the world

Developing a Global Perspective: Uses selected discipline theories to analyze the connections between and among complex global systems

Level 4 — Draws on disciplinary frameworks to articulate a perspective markedly different from one's own on a topic with global dimensions, demonstrating awareness of the worldviews underlying that perspective as well as the likely implications of holding the perspective

ASSIGNMENTS/ASSESSMENTS:

Assignments and assessments in the course include readings, written work, and responses to Forum questions on Moodle. Instructions and criteria for a Mid-semester Assessment and Final Assessment are included on the Moodle page.

Course evaluation is based on criterion referenced assessments and completion of assignments and self assessments.

- Book discussion, in-class and on Moodle
- Evidenced-based Practice Project
- Population Health Assessment
- Global health project
- Sentinel City discussion and assignments – **You will need your laptop for this.**

CALENDAR/SCHEDULE:

Your instructor will provide you with a course calendar that includes dates that the class meets and a schedule of dates that assignments and assessments are due.

EXPECTATIONS:

You are expected to be a **self-motivated, active learner** and **to engage in collaborative learning** in order to be successful in this course. Specifically, you are expected to:

1. Use prior learning experiences, demonstrate all abilities previously developed, and apply content mastered in your other courses.
2. Meet Communication criteria according to the level of the course and document written work using the standards set forth in the most current edition of the *APA Publication Manual*.
3. Demonstrate consistent application of the Social Interaction criteria in all course and clinical experiences.
4. Self assess all criterion-referenced performances and provide written narrative behavioral evidence.
5. Attend and actively participate in all scheduled classes, since learning is socially constructed. You are expected to complete reading assignments and other class preparation activities before scheduled classes in order to actively participate in the class. You are to turn in assignments as directed. **Late work will not be accepted unless an extension is negotiated in advance of the due date.**

Time Commitment

You are expected to devote the amount of time necessary to meet the outcomes for this course. The exact amount of time will vary from week to week.

Email

Your Alverno email is an official way the college uses to communicate with you. This includes all instructor communication. You are expected to read your Alverno email regularly. You can access student email through Outlook Web App (OWA) at <https://student.alverno.edu/>.

Attendance

Attendance is critical to your success in the course. You are expected to adhere to the policy, *Absences from Courses* found in the *Nursing Student Handbook*.

Deadlines

You are expected to submit assignments, supporting documents, and your self-assessment according to the course due dates so that you may receive feedback identifying strengths and areas to continue to develop within a course. Non-submission of assignments according to course timelines may only occur if there has been prior negotiation for extension of the due date.

Class Participation/Decorum

Attend and actively participate in all scheduled classes, since learning is socially constructed. You are expected to complete reading assignments and other class preparation activities before scheduled classes in order to actively participate in the class.

Contacting Your Instructor

Ann Van Eerden E-mail: ann.vaneerden@alverno.edu
Office Phone: 414-382-6282 Office Location: CH 232
Cell Phone: (for emergency use or texting): 414-531-7387

Judeen Schulte E-mail: judeen.schulte@alverno.edu
Office Phone: 414-382-6284 Office Location: CH 332
Cell Phone: (for emergency use or texting): 414-793-3167

Unforeseen Circumstances

If class is cancelled due to a snow day, instructors will e-mail the class regarding content that was to be covered that day and your responsibility for that content. If an assessment was planned for that day, instructors will e-mail you the date and time of the make-up assessment as soon as arrangements can be made.

© Copyright and Fair Use:

Disclosure Requirements related to Copyright Infringement as required by the Higher Education Opportunities Act (HEOA) (Public Law 110-315)

The act requires colleges to disclose on an annual basis to current and prospective students, policies and sanctions related to copyright infringement and illegal file sharing. The act and thus this document are not intended to address the practice of good writing, citing appropriately, use and integration of other works into one's own, etc. in the various disciplines.

As a college student using Alverno College's technology resources, you are required to comply with copyright laws. Illegal downloading of movies and music is just that: illegal, and traceable back to the user. It is also illegal to take texts, images, web-pages, and computer programs from the Internet or other sources without getting permission from the creator. College students have been successfully prosecuted for copyright violations.

However, much of the material in the Library and on the Internet can be used for educational purposes by following Fair Use Guidelines. You may use approximately 10% of a written text, of images out of a book, or information from a web-page for a course project. You can also play excerpts from movies and music. Of course, when you do use materials that you have not personally created, you must give full credit to the originator.

Additionally, there are resources available at Alverno College that have been paid for and are yours to use. These include library databases that offer free music streaming, web-pages that encourage student use (such as OWL at Purdue), ARTstor, which offers millions of images, and much more. Visit your Library and your Library Web-Page often for resources and updates.

For more information on copyright laws and fair use, [refer to the library's copyright resources.](#)

Other Important Alverno College Technology Use Policies

From *Alverno Student Handbook*

Be Ethical

Accurately identify yourself and your affiliations; use the Alverno College name only for official school business; use Alverno College technologies for lawful purposes only.

Be Respectful

Do not share confidential information; do not send offensive communications or materials; do not send chain letters, spam, or unsolicited advertisements.

Be Secure

Do not share your password; change your password when prompted; if you are using a personal computer, it must have an anti-virus software.

Accessibility:

Alverno College makes every effort to provide accessible facilities and programs for individuals with disabilities. For accommodations/services please contact Colleen Barnett, Student Accessibility Coordinator, colleen.barnett@alverno.edu, 414-382-6026.

Academic Honesty

Throughout your studies at Alverno College, you will be exposed to a variety of learning styles and experiences. In some classes faculty require students to complete assignments in small-group work sessions while others may require students to complete work on an independent basis. Both experiences can be stimulating and rewarding. Each academic experience at Alverno requires that you take responsibility for your own work in accordance with the instructions of your professor and with sound academic principles. Each student is expected to conduct her work, both inside of the classroom and in independent research in ways that are academically honest.

Academic honesty is a basic requirement of the Education programs. Failure to comply with procedures that are academically honest is grounds for failing a class, being dismissed from a particular program or being dismissed from the college.

Professional Behavior

Appropriate professional behavior is expected of all students. Your professionalism in this course must be of the highest standards. Included within the realm of professionalism is your ability to interact appropriately with other students and the professor in class and online. Unprofessional behaviors will be addressed by the instructor and may result in an unsatisfactory progress code.

Netiquette

All students are expected to follow netiquette standards when participating in this class. The following is a link to *Online Etiquette (Netiquette): Good Practices for Communicating*

and Participating Online, created by the Madison Area Technical College:
<http://madisoncollege.edu/online-etiquette-guide>.

Courtney Day

From: Ann VanEerden <ann.vaneerden@alverno.edu>
Sent: Thursday, August 20, 2020 12:41 PM
To: Courtney Day
Cc: Judeen Schulte
Subject: Alverno College Students
Attachments: Franklin Health Department unsigned contract.pdf, N 420 Complex Communities Sp 2020 Syllabus-6 docx, N 425 Clinical Sp 2020 Syllabus r-3 docx

Hello, Courtney:

It was a pleasure meeting with you, and Lauren and Ellen this morning. Thank you for your willingness to take on a Health Education intern during this pandemic. On behalf of Alverno College, we are grateful to you and your organization for your support of our students.

This email is a follow up to our conversation. I've attached the MOU. When you have completed it, I will return a copy with our Dean's signature.

As for the nursing students, we are grateful for your consideration. Here are the details:

1. Our clinical groups have 8 or less students plus an instructor who is onsite (or on campus) with the students. Our semester runs August 26th through November 25. The timing for our clinical is Tuesdays from 8:00 - 4:30 however, the instructor can set the exact timing with you.
2. As I mentioned, our goal is to support the work of your department, while the students learn more about public health and public health nursing. There are many ways that our students might support your work: potentially preparing social media messages or resources such as online events, holding an onsite clinic, home visiting with selected persons over the semester, and/or other activities as determined by our community assessment and ongoing collaboration.
3. As you requested, I have attached last semester's syllabus for the clinical course and its accompanying theory course. This should provide greater detail as to the content of the courses.
4. Below is the contact information for myself and my partner in the nursing course.
 - a. Ann Van Eerden E-mail: ann.vaneerden@alverno.edu
Office Phone: 414-382-6282 Office Location: CH 232
Cell Phone: 414-531-7387
 - b. Judeen Schulte E-mail: judeen.schulte@alverno.edu
Office Phone: 414-382-6284 Office Location: CH 332
Cell Phone: 414-793-3167

Thank you again! I will electronically introduce you to Holly, the Health Education intern in my next email to you.

We look forward to hearing from you!

Kind regards,

Ann

<p style="text-align: center;">APPROVAL <i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 09/01/2020</p>
<p style="text-align: center;">Reports and Recommendations</p>	<p>Motion to allow the Director of Health and Human Services to accept the Centers for Disease Control (CDC) COVID-19 Response Supplemental Funding.</p>	<p style="text-align: center;">ITEM NUMBER <i>G. 7.</i></p>

Background: In March, the President signed into law the Coronavirus Preparedness and Response Supplemental Appropriations Act. This act provides funding to prevent, prepare for, and respond to Coronavirus Disease 2019 (COVID-19). The Office of Preparedness and Emergency Health Care (OPEHC) is providing CDC COVID-19 funding to support local public health agencies by allocating funding to help address priority response needs. Reimbursement may be allowed for costs incurred on or after January 20, 2020 through March 2021.

The Centers for Disease Control (CDC) awarded to the Franklin Health Department (FHD)

- COVID-19 Response Supplemental Funding: \$39,727

Analysis: Allowable activities for the funds include any expenses occurred related to the following emergency preparedness domains:

- Incident Management for Early Crisis Response
- Jurisdictional Recovery
- Information Management
- Countermeasures and Mitigation
- Surge Management
- Biosurveillance

A preliminary budget was due to Wisconsin Department of Health Services on July 31, 2020. The majority of these grant funds will go toward future overtime expenses incurred by FHD staff for COVID-19 response and follow-up as well as additional supplies and potential contracted services.

Fiscal Note: Without the additional grant funds above, it will be difficult to continue our COVID-19 response at the level we've been at for the last four months while also providing other public health needs within the Franklin community.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to allow the acceptance of the Centers for Disease Control (CDC) COVID-19 Response Supplemental Funding.

CDC COVID-19 Response Supplemental Funding

Local Public Health Agency and Tribal Health Center Guidance

May 11, 2020

I. Summary

On January 20, 2020, the federal government declared a public health emergency in response to COVID-19. On March 6, 2020, the President signed into law the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123) (Coronavirus Supplemental). This act provides funding to prevent, prepare for, and respond to Coronavirus Disease 2019 (COVID-19). On March 12, 2020, Governor Evers declared a public health emergency in Wisconsin in response to COVID-19.

Consistent with guidance from the Centers for Disease Control and Prevention (CDC) and other applicable grant regulations and guidance, the Office of Preparedness and Emergency Health Care (OPEHC), is providing CDC COVID-19 funding to support Local Public Health Agency and Tribal Health Center activities that align with any prioritized CDC COVID-19 activities in the following capability domains: Incident Management for Early Crisis Response, Jurisdictional Recovery, Information Management, Countermeasures and Mitigation, Surge Management, and Biosurveillance.

Statutory Authority

This program is authorized under section 311(c)(1) of the Public Health Service Act (42 USC 243(c)(1)) and the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123)

II. Use of Funds

Local Public Health Agencies and Tribal Health Centers may use discretion to allocate this funding to address their highest priority response needs in the identified capability domains. With prior approval from OPEHC, reimbursement may be allowed for costs incurred on or after January 20, 2020, for certain preparedness and response activity expenses associated with COVID-19 related to any capability domain listed in this guidance document.

*Please Note. All quarantine/isolation expenses should continue to be charged against GPR, using the corresponding CARS profile (105000 for LHD, 65598 for tribes) until advised otherwise. Should LPHA's be notified that funding is no longer available, the CDC COVID-19 Crisis funding may be used to meet those expenses.

Financial Management Requirements and Exceptions

- This is one-time funding. Recipients must obligate funding and complete approved activities within the performance and budget period
- Funding must be used to implement activities outlined in the list of allowable activities.

Unallowable Costs

Restrictions that must be considered are:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.

III. Key Timeframes

- The budget period for this award is 12 months, March 16, 2020 – March 15, 2021.
- With prior approval from OPEHC, reimbursement may be allowed for certain pre-award costs incurred between January 20, 2020 and March 15, 2020, for expenses related to surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities associated with COVID-19 response activities.
- All eligible expenditures to be charged to this award must be made within 90 days after the end of the budget period.

IV. Budget and Budget Narrative, Submission and Reporting

This funding requires submission of a budget that includes a budget narrative, and a year-end progress report. Funding will be available in a designated subaccount for COVID-19 activities. Neither match nor maintenance of effort is required.

1. Budget and Budget Narrative

The budget must include

- Salaries and wages
- Fringe benefits
- Consultant costs
- Equipment with quotes
- Supplies

Appendix 1. Funding Allocations

Adams County Public Health Department	\$ 36,936.00
Appleton City Health Department	\$ 53,243.00
Ashland County Health Department	\$ 36,973.00
Barron County Health Department	\$ 48,361.00
Bayfield County Health Department	\$ 38,528.00
Brown County Health Department	\$ 121,793.00
Buffalo Co. H&H Services Dept.	\$ 34,018.00
Burnett County Health Department	\$ 35,729.00
Central Racine	\$ 95,007.00
Calumet County Health Department	\$ 40,430.00
Chippewa Co Dept of Public Health	\$ 55,400.00
City of Menasha Health Department	\$ 32,514.00
City of Racine Health Department	\$ 62,397.00
Clark County Health Department	\$ 46,714.00
Columbia County Health Department	\$ 50,900 00
Crawford County Health Department	\$ 34,770.00
Cudahy Health Department	\$ 32,799 00
Dane County Human Services Dpt.	\$ 242,965.00
DePere Department of Public Health	\$ 34,412.00
Dodge Co Human Srvc & Health Dept	\$ 60,151.00
Door County Health Department	\$ 39,031.00
Douglas County Health Department	\$ 48,885.00
Dunn County Health Department	\$ 47,311 00
Eau Claire City/Co. Health Department	\$ 69,789.00
Florence County Health Department	\$ 29,484 00
Fond du Lac Health Department	\$ 69,468 00
Forest County Health Department	\$ 33,995.00
Franklin Health Department	\$ 39,727.00
Grant County Public Health Department	\$ 52,387.00
Green County Health Department	\$ 42,659.00
Green Lake County Health Department	\$ 35,027 00
Greendale Health Department	\$ 31,121.00
Greenfield Health Department	\$ 40,707.00
Hales Corners Health Department	\$ 28,232.00
Iowa County Health Department	\$ 38,217.00
Iron County Health Department	\$ 31,449 00
Jackson Co. H&H Services Dept	\$ 38,658.00
Jefferson County Health Department	\$ 54,835 00

Waupaca County Human Services	\$ 49,904.00
Waushara County Health Department	\$ 38,578.00
Wauwatosa Health Department	\$ 43,092.00
West Allis Health Department	\$ 52,196.00
Winnebago County Health Department	\$ 136,839.00
Wood County Health Department	\$ 58,694.00
TOTAL	\$ 4,950,904.00

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE September 1, 2020
Reports and Recommendations	The Director of Health and Human Services recommends the authorization to execute a service agreement with the Milwaukee County Office of Emergency Management Emergency Medical Services Division for medical services related to COVID-19 testing.	ITEM NUMBER <i>G.8.</i>

Background: Community and employer-based testing for COVID-19 has been handled enlarge part by the Wisconsin National Guard, however the scope of this mission is being scaled back throughout the State in the coming weeks. In order to continue to provide adequate testing within the community additional testing capacity is needed within the Milwaukee County area. This agreement with the Milwaukee County Office of Emergency Management Emergency Medical Services Division (OEM-EMS) will allow the Health Department to request testing as needed within our jurisdiction.

Analysis: Local health departments do not have the staffing capability to conduct community testing on their own and must rely on outside assistance to maintain adequate testing resources available to all members of the Franklin community. This agreement allows for access to testing resources utilizing our already strong partnership with the Milwaukee County OEM.

Fiscal Note: All charges incurred from the utilization of medical services from the Milwaukee County Office of Emergency Management Emergency Medical Services Division will be paid through CARES Act funding and will not impact the City of Franklin's budget.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services recommends the authorization to execute a service agreement with the Milwaukee County Office of Emergency Management Emergency Medical Services Division for medical services related to COVID-19 testing.



SERVICE AGREEMENT

between

FRANKLIN PUBLIC HEALTH DEPARTMENT

and

MILWAUKEE COUNTY OFFICE OF EMERGENCY MANAGEMENT

EMERGENCY MEDICAL SERVICES DIVISION

FOR THE PROVISION OF MEDICAL SERVICES

THIS AGREEMENT is entered into as of the _____ by and between Franklin Public Health Department ("PHD"), and by Milwaukee County ("County"), as represented by its Office of Emergency Management Emergency Medical Services Division ("OEM-EMS"), for the provision of medical services during the COVID-19 Pandemic. Together, PHD and OEM-EMS, shall be referred to as "Parties"

RECITALS:

WHEREAS, The residents of Milwaukee County have suffered a tremendous impact, socially and economically, due to the COVID-19 Pandemic, and

WHEREAS, testing capabilities and capacities have been limited for several reasons resulting in challenges to gain a perspective of the burden of disease both individually as well as in the community and impacts of reopening businesses and operations, and

WHEREAS, OEM-EMS emergency medical services staff (collectively, the "staff") are participants in the Milwaukee County EMS system, providing seamless collaboration and operational capacity to assist the municipalities in a community oriented regional EMS response, and

WHEREAS, the Wisconsin National Guard, who have been assisting with testing efforts, will be ending

their presence in the near future, and

WHEREAS, PHD requests OEM-EMS to provide medical services during the COVID-19 Pandemic to include, but not be limited to, scheduled specimen collection and mass vaccination administration

NOW, THEREFORE, in consideration of the objectives of the Parties and the mutual benefits accruing to the Parties from performance of the covenants herein made, it is mutually agreed that this Agreement sets forth their respective responsibilities in conjunction with the provision of providing medical services to PHD

ARTICLE I. PURPOSE AND SCOPE

- A This Agreement will define services provided, responsibilities of medical equipment, responsibilities related to staffing of Emergency Medical Services (EMS) providers and cost responsibilities
- B This Agreement will cover medical services required by PHD, for events scheduled within the municipality
- C This Agreement will provide properly trained and licensed emergency medical services staff to provide non-emergent medical services to citizens of municipalities requesting services

Unless this Agreement is terminated earlier as provided herein, the services pertaining to this Agreement shall be in force from _____ until December 31st, 2021. If PHD and the County have agreed to an extension or modification of this Agreement, but the County Board of Supervisors has withheld approval of the extension or modification, the County shall only be held liable for services provided to PHD, up until such action by the County Board of Supervisors. At any time during the Term, either PHD or the County may terminate this Agreement, for any reason or no reason at all, effective thirty (30) days after written notice of termination is delivered to the other Party. Upon termination of this Agreement, all County equipment must be returned, and all rights and obligations of the Parties shall terminate as of the date of termination.

ARTICLE II. COUNTY RESPONSIBILITIES AND REQUIREMENTS

- A County will provide properly trained and licensed emergency medical services staff to provide non-emergent medical services to citizens and businesses during COVID-19 as determined by PHD
- B The OEM Director will be administratively responsible for all other aspects of the medical services. The OEM Director will act as primary liaison between County and PHD
- C A supervisor (OEM-EMS Supervisor) will be provided by County to be responsible for overseeing day-to-day operations during events. In addition to management of medical services and EMS team

member responsibilities, the EMS Supervisor will be responsible for keeping and submitting requested documents to PHD, maintaining records, scheduling, implementing and monitoring of policies, procedures and protocols developed through consultation with PHD. The number of hours allotted to the EMS Supervisor to perform administrative duties will be determined by County

- D County will be responsible for the setting up and maintaining organization of the service station(s) in a manner conducive to providing medical services, and providing medical staffing as requested
- E All County personnel working at PHD events must follow established medical policies and Standard of Care guidelines outlined by OEM-EMS County shall complete all initial screening of such personnel
- F In addition, all County personnel working at PHD events must follow policies and guidelines created by County which are established. All staff must display their County credential as part of their uniform
- G All personnel assigned to the PHD events shall wear such uniforms as directed by County including PPE which shall be determined by the EMS Medical Director and EMS Division Director.
- H County shall provide a recommendation to PHD on the proper number of EMS staff to be scheduled for a given event This determination may be made in consultation with the County EMS Medical Director
- I County staff will participate in the specimen collection of samples from patients, patient labeling, and information briefing related to the process Other services such as vaccinations may be discussed and mutually agreed upon between the Parties as needed
- J County will provide an EMS Medical Director for oversight of the CORE program with guidance and medical expertise of the EMS services only The current agreement between County and the Medical College of Wisconsin (MCW) is agreement 18-880 for reference

ARTICLE III. PHD RESPONSIBILITIES AND REQUIREMENTS

- A PHD will provide adequate parking spaces for County personnel working events
- B PHD shall keep County advised of the schedule of private and public events and any changes thereto in a timely manner
- C PHD will supply an on-site representative, as feasible, for each event to assist with ensuring correct processes PHD will also supply an interpreter should the need for translation services be identified
- D PHD shall allow County to provide signage identifying that the events are staffed by OEM-EMS staff
- E PHD will be responsible for coordinating all patient notification, follow-up, WEDSS entry and contact

tracing

F PHD shall reimburse County for costs of personnel and necessary equipment and supplies as follows

(a) PHD(s) requesting this service to be made available shall subscribe to the service in semi-annual payments as outlined in Appendix A to OEM-EMS The subscription will cover costs related to

- Program Administration
- Equipment needed to operationalize services
- Training for EMS Staff

(b) County shall invoice PHD monthly for all such costs incurred in the prior month

(c) Hourly rates for services will be set by County and detailed in Appendix A of this agreement Changes to hourly rates requires a 30-day written notice to the PHD(s)

(d) MCW shall invoice OEM-EMS for Medical Director services every 3 months for services provided at the rate outlined in Appendix A of this agreement

ARTICLE IV. COUNTY EQUIPMENT RESPONSIBILITIES AND REQUIREMENTS

A County will supply tent structure(s), tables, dividers and chairs to allow for flow for the services provided

B County will supply electronic devices for each team to complete any documentation required

C County will provide adequate PPE as directed by EMS Medical Director

D County will provide all materials required to properly decontaminate equipment and workspace

E County will provide appropriate outdoor attire as part of the EMS uniform

F County will provide supplies to complete the service(s) requested

G County will organize a courier service for transport(s) if necessary

ARTICLE V. LIABILITY AND RISK ALLOCATION REQUIREMENTS; INSURANCE

A If the Agreement is not terminated all terms and conditions shall remain the same unless modified in writing and agreed to by both Parties prior to October 1 of each year, all Parties shall meet to negotiate in good faith any changes to the costs set forth in Article III (F) of this Agreement

B The Parties shall mutually defend, indemnify, and hold harmless one another as follows County will

bear the responsibility and resultant liability for claims, actions damages, liability and expenses, including defense costs and attorney fees, in connection with loss of life, personal injury, or damage to property of anyone including County employees, agents or representatives arising from or out of any (a) wrongful, intentional, or negligent action or omission by County employees, agents, or representatives, or (b) any claim alleging that an agent, employee or contractor of County is an employee of PHD Nothing in this Agreement shall be construed to constitute a waiver of any otherwise applicable immunity, limited immunity or limitation on liability under Wisconsin law

PHD will bear the responsibility and resultant liability for claims, actions, damages, liability and expense, including defense costs and attorney fees, in connection with loss of life, personal injury, or damage to property arising from or out of any wrongful, intentional, or negligent action or omission by PHD employees, agents, or representatives

- C County Insurance Milwaukee County is permissibly self-insured This means that Milwaukee County is a municipal body corporate that self-funds for liability under §§ 893.80 and 895.461 of the Wisconsin Statutes, as well as automobile liability under § 345.05, Stats Milwaukee County is also permissibly self-insured under § 102.28(2)(b), Stats for workers' compensation

ARTICLE VI. GENERAL PROVISIONS

- A Neither Party may assign, transfer, suffer or permit its rights or obligations under this Agreement or any part of them to be used by or transferred to others, without the prior written consent of the other Parties Notwithstanding the foregoing, PHD may, without the consent of County, (i) assign its rights and obligations hereunder to any affiliate of PHD or any other entity that has the right to grant the rights under this Agreement (including any successor operator of the Event), so long as said party assumes the obligations of PHD , (ii) assign this Agreement to an acquirer of all or substantially all of PHD assets, and (iii) collaterally assign this Agreement to a third party
- B This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County
- C In connection with the performance of work under this contract, all Parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s 51.01(5), sexual orientation or national

origin This provision shall include, but not be limited to the following employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship Except with respect to sexual orientation, County further agrees to take affirmative action to ensure equal employment opportunities County agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause

- D In their performances under this Agreement, the Parties shall comply in all respects with all federal, state, county, and municipal laws
- E The relationship created by this Agreement is that of independent contractors Nothing in this Agreement shall be construed so as to constitute the Parties as joint ventures or partners or to make either Party the agent of the other or to make either Party liable for the debts or intentional or negligent acts of the other Neither Party shall have or hold itself out as having any power or authority to bind, create liability for, or otherwise act on behalf of the other
- F All notices, requests, demands or other communications, required under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed, first class, postage prepaid, certified or registered mail, return receipt requested, to the following address, unless another address shall have been given to the other Party in writing, in which event they shall be delivered or mailed to such other address

To Contractor
Franklin Health Department
Attn Courtney Day
9229 W Loomis Rd
Franklin, WI 53132

To County
Office of Emergency Management
Attn Cassandra Libal
633 W. Wisconsin Ave, Suite 700
Milwaukee, WI 53203

ARTICLE VII. CONFIDENTIALITY / PRIVACY PRACTICES

- A Patient care records generated by County staff as part of providing patient care at events at the Event will remain property of County and protected by the Health Insurance Portability and Accountability Act (HIPAA)
- B The Event shall carry out its obligations under this Agreement in compliance with the privacy

regulations pursuant to the Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, *et seq*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of PHD services provided hereunder. In conformity therewith,

C PHD agrees that they will

- i. Not use or further disclose PHI other than as permitted under this Agreement or as required by law,
- ii. Use appropriate safeguards to prevent use or disclosure of the PHI except as permitted by this Agreement,
- iii. To mitigate, to the extent practicable, any harmful effect that is known to PHD of a use or disclosure of PHI by PHD in violation of this Agreement,
- iv. Ensure that any agents or subcontractors to whom PHD provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to PHD with respect to such PHI,
- v. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining PHD's and County's compliance with HIPAA, and
- vi. At the termination of this Agreement, return or destroy all PHI received from, or created or received by PHD on behalf of County, and if return is infeasible, the protections of this Agreement will extend to such PHI

D The specific uses and disclosures of PHI that may be made by PHD on behalf of County include

- I Review of patient care information as required for treatment, payment and health care operations
- II Uses required for contact tracing and Public Health Department official business
- III Other uses or disclosures of PHI as permitted by HIPAA privacy rule and Wisconsin State Statutes

E Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by County, in its sole discretion, if County determines that PHD has violated a term or provision of this Agreement

pertaining to County service obligations under the HIPAA privacy rule, or if PHD engages in conduct which would, if committed by County, result in a violation of the HIPAA privacy rule by County

SIGNATURE PAGE FOLLOWS

Courtney Day

From: Jesse Wesolowski <jweslaw@aol.com>
Sent: Wednesday, August 12, 2020 2:43 PM
To: Courtney Day
Subject: Re: CORE Team Fee Schedule (Revised) and IGA

Ok on this end. Would in a nothing else for us to do world make some very minor changes, but not worth it. Would add the standard Mayor, Clerk and Treasurer signature lines as previously done, or else the action sheet should authorized the Health Officer to execute and deliver. Thanks.

On Aug 7, 2020, at 2:39 PM, Courtney Day <CDay@franklinwi.gov> wrote:

Hi Jesse

This is a draft of an Inter-governmental agreement between the Franklin Health Department and the Milwaukee County Office of Emergency Management. The purpose of this is to maintain COVID community testing capacity in the region after the National Guard missions end. The CORE team would be available to test businesses if there are outbreaks as well as set up community testing site for the general public for a fee.

The funding for this would come from one of the CARES Act grants we received specific to testing. Currently Franklin has up to \$70,000 for these types of charges from now until 12/31/2020.

Let me know if there are any changes you'd like to see from the Franklin perspective. Each municipality has to sign their own IGA is my understanding.

Courtney

From: Pojar, Dan <Dan.Pojar@milwaukeecountywi.gov>
Sent: Friday, August 7, 2020 12:13 PM
To: Ann Christiansen <achristi@nshealthdept.org>; Bob Leischow <bleischow@westallwi.gov>; Courtney Day <CDay@franklinwi.gov>; ddubois <ddubois@oakcreekwi.org>; Darren Rausch <Darren.Rausch@greenfieldwi.us>; ove <ove@smwi.org>; Kowalik, Jeanette <JKOWAL@MILWAUKEE.GOV>; kradloff <kradloff@halescornerswi.org>; katiel <katiel@ci.cudahy.wi.us>; Laura Conklin <lconklin@wauwatosana.net>; Tomaro, Nick <ntomar@milwaukee.gov>; sshepeard <sshepeard@greendale.org>
Cc: Weston, Benjamin <beweston@mcw.edu>; Torres, Griselle <gtorres@milwaukee.gov>; Paradis, Heather <hparad@milwaukee.gov>
Subject: CORE Team Fee Schedule (Revised) and IGA

All,

Sorry I was unable to join this morning for local PHO meeting. Some good news however, after consulting with our business office, we determined we could offer 2 tiers of pricing for hourly wages to cover costs responsibly - \$40/hr and \$50/hr. Also, we have added the specific language "up to" for the subscription fee and courier costs as those could decrease in the future.

Please see the attached items and run them by your legal for review. If there are further edits by your legal review, no problem – the agreement is easy to adjust. Once reviewed I will start the signing process.

We have ordered our equipment and are awaiting delivery, then we will host a training session to prepare our personnel appropriately. Hazard pay is still getting approved by the county executive's office, the county board is in recess during August, but I am exploring our options to see if we can start and provide retroactive pay.

Stay safe,
-Pojar

Dan Pojar, BSEMS, FP-C, NRP
EMS Division Director
Office of Emergency Management
633 W Wisconsin Ave., Suite 700, Milwaukee, WI 53203
O (414) 226-7354 | **M (414) 374-3837** | F (414) 369-6696
dan_pojar@milwaukeecountywi.gov
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<Appendix A (Fee Schedule).docx><TEMPLATE PHD AGREEMENT v3.docx>

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<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE Sept 1, 2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO MOVE \$30,000 OF CONTINGENCY APPROPRIATIONS FOR THE S 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS AND \$7,000 FOR THE W RAWSON AVE STREET LIGHT PROJECTS</p>	<p>ITEM NUMBER <i>G.9.</i></p>

Background

On Jan 7, 2020 the Common Council approved a contract for S 68th St Vertical Alignment Improvements and approved the use of \$30,000 of Capital Improvement Fund Contingency appropriations for the project.

On Feb 17, 2020 the Common Council approved up to \$15,000 of Contingency appropriations to install street lights along W Rawson Ave from S Lovers Land Road (USH 45) east to W Hawthorne Lane.

Analysis

To improve the readability of financial reports, a budget amendment is recommended to move these projects from Contingency to Public Works appropriations.

Recommendation

Staff recommends the attached budget amendment moving \$45,000 of Contingency appropriations in the Capital Improvement Fund to Public Works projects for the S 68th Street Vertical Alignment improvement and the W Rawson Ave streetlight projects.

COUNCIL ACTION REQUESTED

Motion approving an ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the Capital Improvement Fund to move \$30,000 of contingency appropriations for the S 68th Street vertical alignment improvements and \$7,000 for the W Rawson Ave street light projects

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 BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO MOVE \$30,000 OF CONTINGENCY APPROPRIATIONS FOR THE S 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS AND \$7,000 FOR THE W RAWSON AVE STREET LIGHT PROJECTS

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, on January 7, 2020 the Common Council approved \$30,000 of Contingency appropriations in the Capital Improvement Fund for the S 68th Street vertical alignment improvement project; and

WHEREAS, on February 17, 2020 the Common Council approved \$15,000 of Capital Improvement Fund Contingency appropriations for street lights along W Rawson Ave from S Lovers Lane Road east to W Hawthorne Ave; and

WHEREAS, reporting these expenditures as Public Works projects rather than contingency expenditures improves transparency of financial reporting.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That a 2020 Budget for the Capital Improvement Fund be amended as follows:

Contingency	Decrease	\$45,000
Pub Works – Streetlights	Increase	\$15,000
Pub Works – Street Improvements	Increase	\$30,000

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.

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	MTG. DATE January 7, 2020
Reports & Recommendations	RESOLUTION TO AWARD THE S. 68TH STREET VERTICAL ALIGNMENT IMPROVEMENTS PROJECT TO THE WANASAK CORPORATION FOR \$298,430.00	ITEM NO. <i>6.4.</i>

BACKGROUND

As directed by Common Council on December 3, 2019, Staff solicited bids for the S. 68th Street Vertical Alignment Improvements on December 26, 2019.

Lakeside Engineers performed the design services for the project. Bids for the project were received in conjunction with the 2020 Road Program.

ANALYSIS

Three bids were received on December 26, 2019. The summary of the unit price bids are attached and totals are as follows:

- \$298,430.00 The Wanasak Corporation (Burlington, WI)
- \$304,580.36 Musson Brothers (Waukesha, WI)
- \$407,338.50 AW Oakes (Racine, WI)
- \$266,531.03 *Engineers Opinion of Probable Cost*

Staff recommends that Wanasak is the lowest, responsive, and responsible bidder for this project.

The City has 60 days to award the contract (February 24, 2020).

OPTIONS

- A. Award contract to Wanasak for \$298,430.00; or
- B. Provide further direction to staff.

FISCAL NOTE

The Capital Improvement fund has \$300,000 appropriated for this project. A 10% allowance for contingencies on this unit price project is \$29,843.00, or a total project budget of \$328,273.00. If needed, Capital Improvement Contingency Fund will be needed.

RECOMMENDATIONS

(Option A) Resolution 2019-_____ a resolution to award the S. 68th Street Vertical Alignment Improvements project to The Wanasak Corporation for \$298,430.00.

Engineering Department: GEM

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE February 17, 2020
REPORTS AND RECOMMENDATIONS	RELOCATION OF CITY AND WE ENERGIES LIGHTS TO ACCOMMODATE MILWAUKEE COUNTY'S REHABILITATION OF W. RAWSON AVENUE (CTH BB) FROM S. LOVERS LANE ROAD (USH 45 / STH 100) TO W. HAWTHORNE LANE	ITEM NUMBER <i>8.16.</i>

BACKGROUND

Milwaukee County is rehabilitating W. Rawson Avenue (CTH BB) from S. Lovers Lane Road (USH 45 / STH 100) to W. Hawthorne Lane in the summer of 2020. Recently, the City of Franklin was advised that there are lights that need to be relocated. Some lights were just installed with the Ballpark Commons Project and other lights in the vicinity of S. Lovers Lane and S. 92nd Street are WE Energies lights for which the City pays monthly rental fees.

ANALYSIS

Per WE Energies tariff, the City is obligated to pay for the relocation of the lights owned by WE Energies. The quote from WE Energies to relocate the work is \$3,662.00 and will increase the net monthly rates by \$0.32.

The City will need to pay for the relocation of lights owned by the City in the vicinity of W. Hawthorn Lane. When DPW is unable to perform light maintenance, Pro-Electric helps as needed to complete the work. The City is working with the County to avoid this additional work, but if needed, this work could be as much as \$15,000.

OPTIONS

- A. Authorize staff to direct WE Energies and Pro-Electric, if needed, to relocate lighting to accommodate the County's reconditioning project of W. Rawson Avenue.
- B. Refer back to Staff with further direction.

FISCAL NOTE

There is \$145,000 of Contingency in the Capital Improvement Fund available to support this project.

COUNCIL ACTION REQUESTED

(Option A) Authorize staff to direct WE Energies and Pro-Electric, if needed, to relocate lighting to accommodate the County's reconditioning project of W. Rawson Avenue for not to exceed \$20,000 from the 2020 contingency funds.

Engineering: GEM

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Sept 1, 2020
REPORTS & RECOMMENDATIONS	Engage Ehlers for Dissemination Agent Agreement for Issuer Continuing Disclosure Services for 2021 Required Under Securities and Exchange Commission Rule 15c2-12	ITEM NUMBER <i>G.10.</i>

Background

When the City issues debt that is sold in the market place, the debt sale includes a Continuing Disclosure Agreement. That Agreement obligates the City to make certain financial disclosures within certain time frames to the market place.

In January 2015, the Common Council authorized the engagement of Ehlers & Associates as Dissemination Agent for Issuer Continuing Disclosure Required under Securities and Exchange Commission rule 15c2-12 That engagement terminates on December 31, 2020.

The Ehler's agreement requires Ehlers to cause required financial information disclosures to be made timely and in compliance with the Continuing Disclosure Agreements included with Debt Sales.

The 2021 agreement carries a \$3,800 price tag, which is based upon the number of outstanding debt issues. The was included in the 2020 budget request.

Analysis

The Agreement has automatic annual renewal terms effective January 1 each year, unless 60 day notice is provided by either party.

Options

Engage Ehlers to provide the Continuing Disclosure services to the City for the several debt issues the City has outstanding.

OR

Take such other action as the Council deems appropriate.

Recommendation

Staff reviewed the Agreement renewal options with the Finance Committee at the Aug 25, 2020 meeting, and the Finance Committee recommends engaging Ehlers for 2021.

Fiscal Impact

The \$3,800 cost of the Service Agreement is included in the 2021 budget request.

COUNCIL ACTION REQUESTED

Motion directing staff to engage Ehlers & Associates for Dissemination Agent for Issuer Continuing Disclosure services for 2021 Required under Securities and Exchange Commission Rule 15c2-12.

January 5, 2015

Paul Rotzenberg
Finance Director/Treasurer
City of Franklin
9229 West Loomis Road
Franklin, Wisconsin 53132

Re: Letter of Engagement to Retain Ehlers as Dissemination Agent for Issuer Continuing Disclosure Required Under Securities and Exchange Commission (SEC) Rule 15c2-12 (the "Rule")

As an issuer of municipal securities, the City ("Issuer") is required to comply with all continuing disclosure obligations enumerated in the Continuing Disclosure Agreement/Certificate/Undertaking (CDU) associated with each issue of securities subject to the Rule. Many Issuers have CDUs that vary significantly from one CDU to another. Ehlers & Associates, Inc. ("Ehlers") has been helping you comply with all CDU obligations as Issuer's Dissemination Agent. Fulfilling this obligation requires research, preparation and filing of disclosure reports within specific time frames.

This Letter of Engagement ("Letter") is being presented to memorialize and clarify the terms of the Issuer's engagement of Ehlers as the Issuer's Dissemination Agent. In this regard, Ehlers agrees to provide Issuer with those services described in Appendix A ("Services"). Ehlers shall be entitled to compensation by the Issuer also as described in Appendix A.

This Letter shall be effective as of the date of its execution by the Issuer and shall remain in effect for a period of one (1) year (the "Initial Term"). This Letter shall renew automatically on each anniversary of the effective date of this Letter (each an "Additional Term"). Notwithstanding the foregoing, this Letter may be terminated by either party upon sixty (60) days prior written notice. The Initial Term and each Additional Term shall collectively be referred to herein as the "Term".

In order to perform the engagement, Issuer agrees to provide Ehlers all documents and information as are deemed necessary to fulfill the Issuer's reporting requirements under each respective CDU, and within the applicable timeframe(s) ("Disclosure Information"). With respect to Issuer's obligation to report the occurrence of any event for which a material event notice ("Event Notice") is to be filed, Issuer shall provide Disclosure Information related to the event to Ehlers within five (5) days of its occurrence. All other Disclosure Information must be provided to Ehlers within fourteen (14) days of Issuer's receipt of any such request from Ehlers. If Issuer fails to provide any Disclosure Information to Ehlers in accordance with the foregoing, Ehlers shall not be held liable for any reason in the event that any necessary disclosure filing is

not disseminated to the appropriate party within the applicable timeframe(s). Further, if for any reason Issuer fails to provide required Disclosure Information to Ehlers in accordance with the foregoing and Issuer's delay results in any disclosure filing being after a stated deadline, Ehlers shall, without further direction or instruction from Issuer, file a notice(s) with the applicable recipient submitting information provided by Issuer, if any, and/or describing the failure and providing any other information as Ehlers deems appropriate

Ehlers shall deem all Disclosure Information provided to it by the Issuer to be accurate and free of defect, as well as not containing any material misstatements, falsehoods, or omissions of fact. Issuer acknowledges that Ehlers shall be entitled to rely on all Disclosure Information provided by the Issuer without further investigation as to its completeness or accuracy.

Ehlers shall maintain professional liability insurance at a minimum coverage level of \$2,000,000 per claim, and \$2,000,000 annual aggregate. Upon request of the Client, Ehlers shall provide a certificate of insurance to the Client. To the fullest extent permitted by applicable law, the total aggregate liability of Ehlers under this Agreement for any actions or omissions taken by Ehlers in the performance of this Agreement shall not exceed \$2,000,000 per claim, and \$2,000,000 annual aggregate during the Term then in effect notwithstanding anything contained herein. In addition, Issuer acknowledges that Ehlers shall not be responsible and/or liable for any errors, misstatements or omissions associated with any continuing disclosure report or filing, or for the correction thereof, that was prepared or disseminated by anyone other than Ehlers

This Letter constitutes the entire agreement between the parties and is intended to supersede any and all agreements, whether oral or written, between the parties that were entered into relative to the subject matter hereof prior to the effective date of this Letter. No amendment or modification of this Letter shall be deemed valid unless made in writing and signed by both parties.

Our records show that Issuer is subject to Full CDU's. Ehlers will continue to act as Issuer's Dissemination Agent for the CDU's we have been handling.

This Letter covers these securities and any subsequent securities for which Ehlers has acted as the Municipal Advisor. The Issuer may request in writing that Ehlers act as the Dissemination Agent on any future securities subject to the Rule not involving Ehlers.

If our engagement under the terms of this Letter is acceptable, please sign this Letter in the appropriate signature block below and return a signed copy to us for our records. If, however, you do not wish to engage our services, please note that election and return a copy of this Letter to us.

Please contact me if you have any questions or would like to discuss our engagement further.

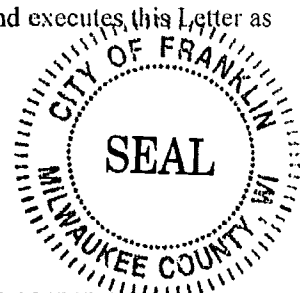
Sincerely,

Ehlers

Dawn Gunderson, CIPFA
Senior Financial Advisor

SO ACCEPTED BY ISSUER

Issuer hereby accepts this Letter and engages Ehlers to provide the services noted herein and executes this Letter as of the date noted below:



By Stephen R Olson

Title: MAYOR

Name: STEPHEN R OLSON

Date: February 5, 2015

By Sandra L Wesolowski

Title: DIR. OF CLERK SERVICES/CITY CLERK

Name: SANDRA L WESOLOWSKI

Date: February 5, 2015

By Paul A. Rotzenberg

Title: DIR. OF FINANCE & TREASURER

Name: PAUL A. ROTZENBERG

Date: February 5, 2015

Approved as to form.

By Jesse A. Wesolowski

Title: CITY ATTORNEY

Name: JESSE A. WESOLOWSKI

Date: February 5, 2015

SO DECLINED BY ISSUER

Issuer hereby acknowledges that it will be responsible for updating and submitting all necessary continuing disclosure reports and filings as may be required of Issuer without the assistance of Ehlers. Issuer further acknowledges and agrees that Ehlers assumes no responsibility for the compilation and/or submission of any such continuing disclosure reports or filings.

By _____

Title _____

Name: _____

Date: _____

APPENDIX A

EHLERS DISSEMINATION AGENT SERVICES AND FEES

Ehlers' continuing disclosure services are designed to assist the Issuer in meeting its continuing disclosure obligations. Depending on the size of a transaction and the total amount of debt outstanding at the time of issuance, different debt issues may be subject to different reporting requirements. Ehlers will provide the services identified below, which are reflective of the Issuer's requirements under its respective Continuing Disclosure Undertaking (CDU). In no event will Ehlers assist Issuer with assessing whether information provided or omitted as part of an annual filing is "material" or whether an event is "material" under the federal securities laws requiring the filing of an event notice pursuant to a CDU. If the Issuer accepts this letter and engages Ehlers as the Dissemination Agent, Ehlers shall provide the following services and charge the following fees:

Full Disclosure Services.

Background

Since 1995, Securities and Exchange Commission (SEC) rule 15c2-12 (the "Rule") has required underwriters of municipal securities to ensure that issuers are obligated to provide periodic reporting of specific information with respect to certain issues of municipal securities. An issuer is classified as a "full disclosure" reporting entity when it issues securities subject to the Rule in an amount of \$1 million or more, and further provided that total securities subject to the Rule and currently outstanding exceed \$10 million. Full disclosure reporting entities must:

- File reports consisting of specific information at least annually with the Municipal Securities Rulemaking Board's (MSRB) Electronic Municipal Market Access (EMMA) system (<http://emma.msrb.org>)
- File "Event Notices" regarding enumerated events specified in SEC rules and CDUs within 10 business days of occurrence. Event Notices are filed through the same EMMA system.

Description of Services

Issuer engages Ehlers to provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings in connection with all outstanding debt issues of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all existing and future securities of the Issuer subject to the Rule and having continuing disclosure requirements. Ehlers shall provide these services for any other securities of the Issuer when requested in writing by the Issuer.

Annual Filings, or More Frequently, if Required

- a. Review and catalog of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to current and future issues of securities subject to the Rule.
- b. Creation of a timetable for the anticipated schedule of events relating to the preparation of Issuer's annual (or more frequently, if required) continuing disclosure report.
- c. Collection of information from third parties and Issuer, as applicable, to the extent necessary to prepare the annual (or more frequently, if required) continuing disclosure report.
- d. Preparing the annual (or more frequently, if required) continuing disclosure report in a standardized format acceptable for submission to the EMMA system, or any future industry standard.
- e. Submission of the annual (or more frequently, if required) continuing disclosure report and any Event Notices to the designated recipient based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto.

- f. Delivering a copy of any report or notice submitted in accordance with (e. above) to Issuer for its records, as well as confirmations of receipt of filing(s).
- g. Respond to Underwriter/Investor inquiries and requests.
- h. Providing recommendations to Issuer relating to future continuing disclosure related matters.

Event Notices

- a. Informing Issuer of the types of events that may require the filing of an “Event Notice” and the required reporting period for such notices.
- b. Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c. Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, preparing, filing, and providing confirmation of filing the required Event Notice.

Description of Fees

Full Disclosure Services fees shall be assessed as follows:

Number of Issuer Continuing Disclosure Undertakings	Annual Fee
One (1) to three (3) CDU's	\$2,800
Four (4) to six (6) CDU's	\$3,300
Seven (7) or more CDU's	\$3,800

Plus any out of pocket expenses

Special Circumstances

If an Issuer's CDU requires periodic filings (quarterly or semiannually) in addition to the annual filings, a fee of \$500 per required CDU filing shall be assessed

Limited Disclosure Services.

Background

In 2009, the Securities and Exchange Commission put into place revised rules regarding a limited scope of continuing disclosure requirements for certain municipal securities issuers. These rules apply to any securities issued on or after July 1, 2009 in amounts of \$1 million or more and where the Issuer's total amount of principal outstanding and subject to the Rule is less than \$10 million upon issuance. Any issuer meeting the aforementioned parameters must comply with a limited disclosure undertaking and file annual reports. Issuers subject to limited disclosure requirements must file audited financial statements (or unaudited financial statements if allowed under a CDU) on an annual basis, rather than both financial statements and operating and statistical data.

Description of Services

Ehlers shall provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings for all current and future outstanding securities of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all future issuances for which Ehlers provides municipal advisory services and that have continuing disclosure requirements. Ehlers will also provide these services for any other issues when requested in writing by the Issuer.

Services to be provided are as follows:

Annual Filings

- a. Review of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to currently outstanding issuances.
- b. Creation of a timetable for the anticipated schedule of events relating to the dissemination of Issuer's annual updated financial information and operating data.
- c. Submitting the Issuer's annual financial statements to the designated recipient thereof based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto.
- d. Delivering a copy of any report or notice submitted in accordance with (c above) to Issuer for its records.
- e. Respond to Underwriter/Investor inquires and requests.
- f. Providing recommendations to Issuer relating to future continuing disclosure related matters.

Event Notices

- a. Informing Issuer of the types of events that may require the filing of an "Event Notice".
- b. Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c. Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, prepare and file the required Event Notice.

Description of Fees

Limited Disclosure Services shall be provided annually for a fee of \$750

Future Fee Changes

Ehlers reserves the right to adjust fees during the Term of the engagement without prior consent of the Issuer, but not more than annually. Prior to any fee adjustments, the Issuer will be notified in writing of the revised fees and their effective date.

APPENDIX A AMENDMENT

The City of Franklin has contracted with Ehlers to be the dissemination agent for disclosure filings through December 31, 2019. The base annual fee will be \$1400 plus a miscellaneous office expense for the first revenue source. If Ehlers prepares an Official Statement on behalf of the City in the same revenue year, there will be no charge for disclosure filings. As dissemination agent, Ehlers will provide dissemination services as described in this agreement. Any other dissemination agreement executed between both parties is replaced by this agreement.

At the end of the term of the aforementioned agreement and for any dissemination services provided January 1, 2020 and thereafter, the fees for this service will be those charged by Ehlers for services provided as outlined in Appendix A.

APPENDIX B

EVENT NOTICES

If any one of the listed events occurs in relation to the Issuer and/or any of the Issuer's securities subject to this agreement, you must notify Ehlers at the earliest possible time to discuss the applicability and the need for any filing of an Event Notice. The Issuer may also wish to discuss the matter with its legal counsel to gauge materiality of any occurrence.

Mandatory Event Notices

- Principal and interest payment delinquencies
- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers or their failure to perform
- Adverse tax opinions, IRS notices or material events affecting the tax status of the security
- Modifications to rights of security holders, if material
- Bond calls, if material
- Defeasances
- Release, substitution or sale of property securing repayment of the securities, if material
- Rating changes
- Tender offers
- Bankruptcy, insolvency, receivership or similar event of the obligated person
- Merger, consolidation, or acquisition of the obligated person, if material
- Appointment of a successor or additional trustee, or the change of name of a trustee, if material

Additional / Voluntary Event-Based Disclosures

- Amendment to continuing disclosure undertaking
- Change in obligated person
- Notice to investors pursuant to bond documents
- Certain communications from the Internal Revenue Service
- Secondary market purchases
- Bid for auction rate or other securities
- Capital or other financing plan
- Litigation / enforcement action
- Change of tender agent, remarketing agent, or other on-going party
- Derivative or other similar transaction
- Other event-based disclosures

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/01/2020
REPORTS & RECOMMENDATIONS	Establish 2020 Trick or Treat	ITEM NUMBER <i>G.11.</i>

The Council may wish to establish the 2020 Trick or Treat observance at this time for notification.

In 2019, Trick or Treat was held on Sunday, October 27, from 4-7 p.m.

COUNCIL ACTION REQUESTED

Motion to establish a date and time for the Halloween Trick-or-Treat observance in the City of Franklin.

Or as directed.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/01/20
REPORTS & RECOMMENDATIONS	Population Estimate as of January 1, 2020	ITEM NUMBER <i>G.12.</i>

Franklin has received the preliminary population estimate of 36,514 as of January 1, 2020, which is an increase from 35,996 as of January 1, 2019. If the Council wishes to challenge this estimate, such challenge must be submitted before September 15, 2020.

For your review, Franklin's prior population was as follows:

1960	10,006	2002	30,749
1970	12,247	2003	31,467
1980	16,469	2004	31,804
1990	21,732	2005	32,548
1991	22,356	2006	33,000
1992	23,168	2007	33,380
1993	24,052	2008	33,550
1994	24,778	2009	33,700
1995	25,163	2010	33,900
1996	25,726	4/1/10 census	35,451
1997	26,591	2011	35,504
1998	27,186	2012	35,520
1999	27,780	2013	35,810
2000	28,804	2014	35,702
4/1/00 census	29,494	2015	35,655
2001	30,199	2016	35,741
2002	30,749	2017	36,046
2003	31,467	2018	35,779
2004	31,804	2019	35,996
2005	32,548	2020	36,514

COUNCIL ACTION REQUESTED

Motion to place on file the Wis. Dept. of Administration January 1, 2020 population estimate of 36,514.

OR

Motion to direct Director of Clerk Services to submit challenge, based on information provided by staff, to State of Wisconsin 2020 population estimate no later than September 15, 2020.

Sandi Wesolowski

From: DIR Demographic Services <DIR_Demo@wi.gov>
Sent: Monday, August 10, 2020 11:27 AM
To: Sandi Wesolowski
Subject: Preliminary Estimate of the January 1, 2020 Population for the City of Franklin in Milwaukee County

Dear Municipal Clerk:

The Demographic Services Center's preliminary estimate of the January 1, 2020 population for the City of Franklin in Milwaukee County is 36,514. This represents a change of 1,063 persons (3.00%) since the 2010 Census.

Wisconsin's total population is estimated at 5,854,750 which is a change of 130,711 persons and 2.28%.

In response to the housing survey that we sent you earlier this year, your municipality reported a net change of 349 housing units for calendar year 2019. (If we did not receive a survey from you, we estimated your change in housing stock or used other sources.)

If your municipality believes that the above estimate is not a reasonable approximation of its population, please see the challenge form at https://doa.wi.gov/DIR/Challenge_Form_MUNI.pdf

Approximately 29,028 of the estimated population for the City of Franklin are of voting age. This courtesy estimate helps you to comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the census proportion of persons over 18 to the preliminary January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population. Please note that, if you have an adult correctional facility in your municipality, its population is included in this voting-age estimate.

Demographic Services Center
Division of Intergovernmental Relations
WI Dept. of Administration
<https://doa.wi.gov/demographics>

<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;">9/01/2020</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request for Authorization to Purchase One Additional DS200 Ballot Scanner and Tabulator for Central Count Absentee Processing</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.13.</i></p>

With the expectation of absentee ballots to exceed 15,000 for the November 3, 2020 General Election and the trend for absentee ballot requests to increase for future elections, the City Clerk is requesting authorization to purchase (at least) one additional DS200 Ballot Scanner and Tabulator for Central Count Absentee processing. On January 5, 2016, the Common Council approved this method for canvassing all absentee ballots on election day at a singular, central location.

Currently the City owns one DS200 for Central Count Absentee processing. In addition, we are possibly able to utilize a spare Milwaukee County-owned DS200 that we store, maintain, and test at each election; however, if another municipality has a machine issue on election day, the spare machine must be available for their use. The purchase of an additional DS200 would guarantee that we will not have less than two ballot scanner/tabulators operating on election day.

Thorough guidelines for Central Count Absentee processing mandate many steps involved in verifying the accuracy and approval of the absentee ballot envelope/certificate even before the opening of the envelope and scanning of the ballot. Even though Central Count Absentee processing alleviates backlog at polling locations, allows poll workers to focus on assisting in-person voters, and eliminates the need to be delivering absentee ballots continuously throughout election day, there is a thorough procedure which involves more than ballot-running time. Ballot-running time alone allows 8-12 ballots to be processed per minute (500-750 per hour). Specifications provided by the vendor for 15,000 absentee ballots estimate ballot-running time at 20-30 scan hours. This means using two DS200s would take 10-15 hours, using three DS200s would take 7-10 hours, using four DS200s would take 5-8 hours, and using five DS200s would take 4-6 hours. In addition to ballot-running time, at the end of election day it will take at least an hour to generate totals and print results tapes [as the City must report results by ward due to our population exceeding 35,000 pursuant to Wis. Stats. §5.15(6)(b)].

Availability of \$7,000 in Capital Outlay Contingency has been confirmed (which would require a budget amendment to transfer the appropriation at a future Common Council meeting); however, staff believes that this is a viable expenditure under the Routes to Recovery: Local Government Aid Grant program, and will be pursuing funding for the equipment.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Clerk Services/City Clerk to purchase one DS200 Ballot Scanner and Tabulator in an amount not to exceed \$7,000 with a future budget amendment for funding to be taken from the Capital Outlay Contingency Account if grant funds are not available.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Sept 1, 2020
REPORTS & RECOMMENDATIONS	Report on Expenditures related to the COVID-19 Public Health Emergency thru Aug 28, 2020	ITEM NUMBER <i>G.14.</i>

Background

On March 17, 2020 the Common Council authorized spending up to \$250,000 in response to the COVID-19 Public Health Emergency.

Thru Aug 28, 2020, the City has spent \$144,119 (up from \$144,119 two weeks earlier) of Labor funds, \$54,822 (unchanged from two weeks earlier) in operating costs (principally \$20,000 in extra postage for elections and other mailings), and \$17,183 on equipment. Details of the expenditures are:

	Aug 14	Aug 28
Elections	13,878	13,878
Info Systems	3,905	3,908
Admin – postage	10,000	10,000
Finance	128	128
Muni Buildings	9,564	9,628
Police	5,895	7,578
Fire	6,539	7,406
Inspection	0	472
Highway	6,603	7,642
Parks	2,251	2,251
Total Gen Fund	58,763	62,890
Library	6,471	6,471
Equipment	17,183	17,183
Payroll Costs	144,119	144,511
Total Expenditures	226,536	234,055
Less Road To Recovery Claim	133,879	133,879
Net Costs	\$92,657	\$100,176

Total expenditures and encumbrances are \$234,055 (up from \$226,536 on Aug 14). This amount can be reduced by \$133,879 of reimbursable Road to Recovery costs – netting a charge of \$100,176. The 'Road to Recovery' claim (WI's administration of the Federal Public Health Emergency relief funding) for qualifying expenditures thru June 30 totaled \$133,879 including overtime, purchase of personal protection equipment & supplies, and equipment to address the pandemic. The next claim will occur in early Sept for July/Aug expenditures.

The State has notified the Health Department of additional Grants for health related expenditures, \$307,000 for contact tracing, \$30,000 for Pandemic Response Planning and \$73,600 for COVID testing. The City recently accepted a \$24,400 grant from the Wisconsin Elections Commission related to increased costs stemming from the crisis.

Resource Impacts

In addition, it appears that certain city resources are going to be adversely impacted, specifically, ambulance revenues are down 22% (\$189,000) Year to Date from Aug 2019, hotel tax receipts are only 50% (down \$79,000) of where they were for Q2 2019, (as the major hotels have been effectively shut down), investment income on reduced interest rates (estimated to reduce annual revenues by \$80,000), the school liaison officer – approximately \$22,000 (with the school closed – the officer was not needed), and landfill siting revenues. These amounts total \$370,000 so far. It is too early to understand the total revenue shortfalls, but clearly there will be some resource shortfalls.

COUNCIL ACTION REQUESTED

Information Only – no action requested.

Finance Dept - Paul

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Sept 1, 2020
REPORTS & RECOMMENDATIONS	July, 2020 Monthly Financial Report	ITEM NUMBER <i>G.15.</i>

Background

The July, 2020 Financial Report is attached. The Capital Improvement Fund report has a revised format that includes budget performance for the large projects.

The Finance Committee reviewed this report at its Aug 25, 2020 meeting and recommends its acceptance.

The Director of Finance & Treasurer will be available to answer any questions.

COUNCIL ACTION REQUESTED

Receive and place on file.

City of Franklin
Cash & Investments Summary
July 31, 2020

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Total	Prior Month Total
General Fund	\$ 1,472,182	\$ 3,505,204	\$ 7,113,441	\$ 3,284,682	\$ 15,375,508	\$ 16,512,787
Debt Service Funds	17,762	569,121	551,819	-	1,138,701	1,138,451
TIF Districts	40,837	8,779,377	1,672,379	-	10,492,594	10,500,677
Nonmajor Governmental Funds	626,497	10,319,484	7,802,364	-	18,748,346	18,813,620
Total Governmental Funds	2,157,278	23,173,186	17,140,003	3,284,682	45,755,149	46,965,535
Sewer Fund	505,185	1,827,107	-	-	2,332,292	1,595,980
Water Utility	25,336	3,083,044	429,690	-	3,538,070	2,483,361
Self Insurance Fund	6,102	1,383,956	1,876,550	-	3,266,608	3,195,880
Other Designated Funds	10,225	-	-	-	10,225	12,227
Total Other Funds	546,849	6,294,107	2,306,240	-	9,147,196	7,287,448
Total Pooled Cash & Investments	2,704,127	29,467,293	19,446,243	3,284,682	54,902,345	54,252,983
Property Tax Fund	8,544,756	1,079,512	-	-	9,624,267	740,773
Total Trust Funds	8,544,756	1,079,512	-	-	9,624,267	740,773
Grand Total Cash & Investments	11,248,883	30,546,805	19,446,243	3,284,682	64,526,612	54,993,756
Average Rate of Return		0 19%	1 98%	0 14%		
Maturities:						
Demand	11,248,883	27,134,805	30,377	3,284,682	41,698,746	32,146,678
Fixed Income & Equities	-	-	-	-	-	-
2020 - Q3	-	167,000	-	-	167,000	167,000
2020 - Q4	-	500,000	4,533,192	-	5,033,192	5,039,387
2021 - Q1	-	1,245,000	2,021,094	-	3,266,094	3,269,219
2021 - Q2	-	1,000,000	2,032,173	-	3,032,173	3,035,136
2021 - Q3	-	-	2,037,505	-	2,037,505	2,038,994
2021 - Q4	-	500,000	3,577,796	-	4,077,796	4,081,377
2022	-	-	4,693,937	-	4,693,937	4,696,062
2023	-	-	520,170	-	520,170	519,904
	11,248,883	30,546,805	19,446,243	3,284,682	64,526,612	54,993,756

City of Franklin
2020 Financial Report
General Fund Summary
For the Seven months ended July 31, 2020

Revenue	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 19,005,700	\$ 19,005,700	\$ 16,308,926	\$ 16,470,565	\$ 161,639
Other Taxes	685,900	685,900	269,042	243,354	(25,688)
Intergovernmental Revenue	1,746,400	1,746,400	1,089,042	1,192,192	103,150
Licenses & Permits	903,200	903,200	561,627	655,278	93,651
Law and Ordinance Violations	546,000	546,000	341,255	252,343	(88,912)
Public Charges for Services	2,527,300	2,351,900 A	1,204,155	1,189,566	(14,589)
Intergovernmental Charges	182,000	182,000	90,055	83,786	(6,269)
Investment Income	343,580	343,580	207,980	248,042	40,062
Miscellaneous Revenue	139,250	139,250	87,988	94,127	6,139
Transfer from Other Funds	1,050,000	1,050,000	641,920	627,200	(14,720)
Total Revenue	\$ 27,129,330	\$ 26,953,930	\$ 20,801,990	\$ 21,056,453	\$ 254,463
Expenditures	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,341,482	\$ 3,407,643 A	\$ 1,894,077	\$ 1,791,944 E	\$ 102,133
Public Safety	18,446,978	18,676,438	11,444,739	10,634,215 E	810,524
Public Works	4,151,677	4,906,734 A	2,766,974	2,290,242 E	476,732
Health and Human Services	737,635	737,635	410,231	374,601	35,630
Other Culture and Recreation	234,448	234,448	131,406	141,755 E	(10,349)
Conservation and Development	619,400	716,294 A	409,102	393,135 E	15,967
Contingency and Unclassified	1,487,500	1,315,870 A	180,752	37,775 E	142,977
Anticipated underexpenditures	(315,000)	(315,000)	(183,750)	-	(183,750)
Transfers to Other Funds	524,000	524,000	305,668	-	305,668
Encumbrances	-	-	-	(344,415)	344,415
Total Expenditures	\$ 29,228,120	\$ 30,204,062	\$ 17,359,199	\$ 15,319,252	\$ 2,039,947
Excess of revenue over (under) expenditures	(2,098,790)	(3,250,132)	<u>\$ 3,442,791</u>	5,737,201	<u>\$ 2,294,410</u>
Fund balance, beginning of year	7,928,519	7,928,519		8,633,754	
Fund balance, end of period	<u>\$ 5,829,729</u>	<u>\$ 4,678,387</u>		<u>\$ 14,370,955</u>	

A Represents an amendment to Adopted Budget
E Represents an encumbrance for current year from prior year

**City of Franklin
Debt Service Funds
Balance Sheet
July 31, 2020 and 2019**

	2020 Special Assessment	2020 Debt Service	2020 Total	2019 Special Assessment	2019 Debt Service	2019 Total
Assets						
Cash and investments	\$ 787,665	\$ 351,036	\$ 1,138,701	\$ 734,483	\$ 420,132	\$ 1,154,615
Special assessment receivable	30,255	-	30,255	58,474	-	58,474
Total Assets	\$ 817,920	\$ 351,036	\$ 1,168,956	\$ 792,957	\$ 420,132	\$ 1,213,089
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 30,255	\$ -	\$ 30,255	\$ 58,474	\$ -	\$ 58,474
Unassigned fund balance	787,665	351,036	1,138,701	734,483	420,132	1,154,615
Total Liabilities and Fund Balance	\$ 817,920	\$ 351,036	\$ 1,168,956	\$ 792,957	\$ 420,132	\$ 1,213,089

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2020 and 2019**

	2020 Special Assessment	2020 Debt Service	2020 Year-to-Date Actual	2020 Original Budget	2019 Special Assessment	2019 Debt Service	2019 Year-to-Date Actual
Revenue							
Property Taxes	\$ -	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ 1,300,000	\$ 1,300,000
Special Assessments	6,221	-	6,221	65,000	5,729	-	5,729
Investment Income	13,814	3,317	17,131	12,000	14,420	8,384	22,804
GO Debt Issuance	-	-	-	-	-	-	-
Total Revenue	20,035	1,103,317	1,123,352	1,177,000	20,149	1,308,384	1,328,533
Expenditures:							
Debt Service							
Principal	-	1,425,000	1,425,000	1,387,500	-	1,405,000	1,405,000
Interest	-	74,962	74,962	199,132	-	74,256	74,256
Bank Fees	-	1,200	1,200	1,140	-	800	800
Total expenditures	-	1,501,162	1,501,162	1,587,772	-	1,480,056	1,480,056
Transfers in	-	397,950	397,950	453,682	-	323,419	323,419
Transfers out	-	-	-	(600,000)	-	-	-
Net change in fund balances	20,035	105	20,140	(557,090)	20,149	151,747	171,896
Fund balance, beginning of year	767,630	350,931	1,118,561	1,118,561	714,334	268,385	982,719
Fund balance, end of period	\$ 787,665	\$ 351,036	\$ 1,138,701	\$ 561,471	\$ 734,483	\$ 420,132	\$ 1,154,615

Consolidating TID Funds
Balance Sheet
July 31, 2020

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	S 27th Business Park TID 8	Total
Assets							
Cash & investments	\$ 1,201,618	\$ 2,734,048	\$ 862,715	\$ 5,313,497	\$ 394,577	\$ (13,862)	\$ 10,492,593
Accounts & mortgage receivable					4,500,000		4,500,000
Total Assets	<u>\$ 1,201,618</u>	<u>\$ 2,734,048</u>	<u>\$ 862,715</u>	<u>\$ 5,313,497</u>	<u>\$ 4,894,577</u>	<u>\$ (13,862)</u>	<u>\$ 14,992,593</u>
Liabilities and Fund Balance							
Accounts payable	\$ -	\$ 2,072,840	\$ -	\$ 1,319	\$ -	\$ -	\$ 2,074,159
Accrued liabilities	865,126						865,126
Deferred inflow					4,500,000		4,500,000
Advances from other funds					1,745,000		1,745,000
Total Liabilities	<u>865,126</u>	<u>2,072,840</u>	<u>-</u>	<u>1,319</u>	<u>6,245,000</u>	<u>-</u>	<u>9,184,285</u>
Assigned fund balance	336,492	661,208	862,715	5,312,178	(1,350,423)	(15,978)	5,806,192
Total Liabilities and Fund Balance	<u>\$ 1,201,618</u>	<u>\$ 2,734,048</u>	<u>\$ 862,715</u>	<u>\$ 5,313,497</u>	<u>\$ 4,894,577</u>	<u>\$ (15,978)</u>	<u>\$ 14,990,477</u>

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2020**

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	S 27th Business Park TID 8	Total
Revenue							
General property tax levy	\$ 1,401,748	\$ 1,138,802	\$ 721,361	\$ -	\$ -	\$ -	\$ 3,261,911
Payment in lieu of taxes		73,889	91,560	-	-	-	165,449
State exempt aid	510,053	53,732	12,883	-	-	-	576,668
Investment & misc income	7,891	71,537	22,198	25,958	14,598	-	142,182
Total revenue	<u>1,919,692</u>	<u>1,337,960</u>	<u>848,002</u>	<u>25,958</u>	<u>14,598</u>	<u>-</u>	<u>4,146,210</u>
Expenditures							
Debt service principal, interest & fees	\$ 710,075	\$ -	\$ 4,427,844	\$ 109,850	\$ 33,507	\$ -	\$ 5,281,276
Administrative expenses	4,280	23,362	4,130	18,937	4,280	1,016	56,005
Professional services	750	716,320	35,186	28,443	9,479	14,962	805,140
Capital outlays		7,252,225	-	-	166,663	-	7,418,888
Development incentive & obligation payments	760,005	-	-	-	4,500,000	-	5,260,005
Encumbrances		(3,247,215)	(27,160)	(1,600)	(5,900)	-	(3,281,875)
Total expenditures	<u>1,475,110</u>	<u>4,744,692</u>	<u>4,440,000</u>	<u>155,630</u>	<u>4,708,029</u>	<u>15,978</u>	<u>15,539,439</u>
Revenue over (under) expenditures	444,582	(3,406,732)	(3,591,998)	(129,672)	(4,693,431)	(15,978)	(11,393,229)
Fund balance, beginning of year	<u>(108,090)</u>	<u>4,067,940</u>	<u>4,454,713</u>	<u>5,441,850</u>	<u>3,343,008</u>	<u>-</u>	<u>17,199,421</u>
Fund balance, end of period	<u>\$ 336,492</u>	<u>\$ 661,208</u>	<u>\$ 862,715</u>	<u>\$ 5,312,178</u>	<u>\$ (1,350,423)</u>	<u>\$ (15,978)</u>	<u>\$ 5,806,192</u>

City of Franklin
Tax Increment Financing District #3 - Northwestern Mutual
Balance Sheet
July 31, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ 1,201,618	\$ 3,293,231
Taxes receivable	-	-
Total Assets	<u>\$ 1,201,618</u>	<u>\$ 3,293,231</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 833,333
Accrued liabilities	865,126	865,135
Unearned revenue	-	-
Total Liabilities	<u>865,126</u>	<u>1,698,468</u>
Assigned fund balance	<u>336,492</u>	<u>1,594,763</u>
Total Liabilities and Fund Balance	<u>\$ 1,201,618</u>	<u>\$ 3,293,231</u>

Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2019 and 2018

	2020	2020	2020	2020	2019
	Annual	Amended	Year-to-Date	Year-to-Date	Year-to-Date
	Budget	Budget	Budget	Actual	Actual
Revenue					
General property tax levy	\$ 1,409,000	\$ 1,409,000	\$ 1,409,000	\$ 1,401,748	\$ 1,114,683
State exempt aid	507,500	507,500	496,042	510,053	482,476
Investment income	25,000	25,000	15,893	7,891	81,127
Bond proceeds	-	-	-	-	3,001,886
Total revenue	<u>1,941,500</u>	<u>1,941,500</u>	<u>1,920,935</u>	<u>1,919,692</u>	<u>4,680,172</u>
Expenditures					
Debt service principal	665,000	665,000	665,000	665,000	383,257
Debt service interest & fees	80,265	80,265	42,000	45,075	17,378
Administrative expenses	7,250	7,250	4,230	4,280	3,720
Professional services	6,000	6,000	3,500	750	1,245
Capital outlays	-	-	-	-	877,110
Development incentive & obligation payments	711,005	760,005	739,588	760,005	3,336,304
Total expenditures	<u>1,469,520</u>	<u>1,518,520</u>	<u>1,454,318</u>	<u>1,475,110</u>	<u>3,738,932</u>
Revenue over (under) expenditures	471,980	422,980	<u>\$ 466,617</u>	444,582	941,240
Fund balance, beginning of year	<u>(127,252)</u>	<u>(127,252)</u>		<u>(108,090)</u>	<u>653,523</u>
Fund balance, end of period	<u>\$ 344,728</u>	<u>\$ 295,728</u>		<u>\$ 336,492</u>	<u>\$ 1,594,763</u>

City of Franklin
Tax Increment Financing District #4 - Ascension Hospital
Balance Sheet
July 31, 2020 and 2019

Assets	2020	2019
Cash & investments	\$ 2,734,048	\$ 4,262,094
Total Assets	<u>\$ 2,734,048</u>	<u>\$ 4,262,094</u>
Liabilities and Fund Balance		
Accounts payable	\$ 2,072,840	\$ 7,844
Total Liabilities	2,072,840	7,844
Assigned fund balance	661,208	4,254,250
Total Liabilities and Fund Balance	<u>\$ 2,734,048</u>	<u>\$ 4,262,094</u>

Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue					
General property tax levy	\$ 1,144,700	\$ 1,144,700	\$ 1,144,700	\$ 1,138,802	\$ 1,011,224
Payment in Lieu of Taxes	120,000	120,000	120,000	73,889	121,759
State exempt aid	48,900	48,900	35,441	53,732	21,414
Investment income	74,000	74,000	43,167	71,537	78,650
Bond proceeds	6,200,000	6,200,000	3,616,667	-	-
Total revenue	<u>7,587,600</u>	<u>7,587,600</u>	<u>4,959,975</u>	<u>1,337,960</u>	<u>1,233,047</u>
Expenditures					
Debt service interest & fees	75,000	75,000	43,750	-	-
Administrative expenses	30,290	30,290	17,669	23,362	28,803
Professional services	1,000	127,675	902,226	716,320	132,399
Capital outlay	11,000,000	11,656,606	5,971,937	7,252,225	714,802
Encumbrances	-	-	-	(3,247,215)	(805,748)
Total expenditures	<u>11,106,290</u>	<u>11,889,571</u>	<u>6,935,582</u>	<u>4,744,692</u>	<u>70,256</u>
Revenue over (under) expenditures	(3,518,690)	(4,301,971)	(1,975,607)	(3,406,732)	1,162,791
Fund balance, beginning of year	<u>4,229,419</u>	<u>4,067,940</u>		<u>4,067,940</u>	<u>3,091,459</u>
Fund balance, end of period	<u>\$ 710,729</u>	<u>\$ (234,031)</u>		<u>\$ 661,208</u>	<u>\$ 4,254,250</u>

City of Franklin
Tax Increment Financing District #5 - Ballpark Commons
Balance Sheet
July 31, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ 862,715	\$ 3,602,444
Accounts receivable	-	-
Total Assets	\$ 862,715	\$ 3,602,444
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 14,169
Due to other funds	-	-
Interfund advance from Development Fund	-	-
Total Liabilities	-	14,169
Assigned fund balance	862,715	3,588,275
Total Liabilities and Fund Balance	\$ 862,715	\$ 3,602,444

Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue					
General property tax levy	\$ 756,000	\$ 756,000	\$ 441,000	\$ 721,361	\$ 30,951
Payment in lieu of taxes	-	-	-	91,560	-
State exempt aid	12,900	12,900	7,525	12,883	123
Investment income	1,000	1,000	583	22,198	83,573
Bond proceeds	-	-	-	-	10,600,102
Total revenue	769,900	769,900	449,108	848,002	10,714,749
Expenditures					
Debt service interest & fees	890,763	4,890,763	2,590,506	4,427,844	10,427,243
Administrative expenses	12,250	12,250	7,510	4,130	26,012
Professional services	16,050	48,188	10,584	35,186	102,170
Capital outlay	-	-	-	-	5,292,426
Development incentive & obligation payments	-	-	-	-	-
Encumbrances	-	-	-	(27,160)	(35,862)
Total expenditures	919,063	4,951,201	2,608,600	4,440,000	15,811,989
Revenue over (under) expenditures	(149,163)	(4,181,301)	\$ (2,159,492)	(3,591,998)	(5,097,240)
Fund balance, beginning of year	376,133	376,133		4,454,713	8,685,515
Fund balance, end of period	\$ 226,970	\$ (3,805,168)		\$ 862,715	\$ 3,588,275

City of Franklin
Tax Increment Financing District #6 - Loomis & Ryan
Balance Sheet
July 31, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ 5,313,497	\$ 6,583,737
Total Assets	<u>\$ 5,313,497</u>	<u>\$ 6,583,737</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 1,319	\$ 1,000
Advances from other funds	-	13,000
Total Liabilities	1,319	14,000
Assigned fund balance	5,312,178	6,569,737
Total Liabilities and Fund Balance	<u>\$ 5,313,497</u>	<u>\$ 6,583,737</u>

Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue					
Investment income	\$ 32,500	\$ 32,500	\$ 18,959	\$ 25,958	\$ 60,506
Bond proceeds	3,250,000	3,250,000	1,895,833	-	6,638,320
Total revenue	<u>3,282,500</u>	<u>3,282,500</u>	<u>1,914,792</u>	<u>25,958</u>	<u>6,698,826</u>
Expenditures					
Debt service interest & fees	\$ 326,940	\$ 326,940	\$ 155,288	\$ 109,850	\$ 109,100
Administrative expenses	30,290	30,290	17,731	18,937	4,129
Professional services	8,750	9,906	5,779	28,443	3,672
Capital outlay	3,000,000	9,000,000	5,250,000	-	-
Encumbrances	-	-	-	(1,600)	(1,156)
Total expenditures	<u>3,365,980</u>	<u>9,367,136</u>	<u>5,428,798</u>	<u>155,630</u>	<u>115,745</u>
Revenue over (under) expenditures	(83,480)	(6,084,636)	<u>\$ (3,514,006)</u>	(129,672)	6,583,081
Fund balance, beginning of year	<u>626,563</u>	<u>626,563</u>		<u>5,441,850</u>	<u>(13,344)</u>
Fund balance, end of period	<u>\$ 543,083</u>	<u>\$ (5,458,073)</u>		<u>\$ 5,312,178</u>	<u>\$ 6,569,737</u>

City of Franklin
Tax Increment Financing District #7 - Velo Village
Balance Sheet
July 31, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ 394,577	\$ (7,929)
Mortgage receivable	4,500,000	
Total Assets	<u>\$ 4,894,577</u>	<u>\$ (7,929)</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 1,842
Advances from other funds	1,745,000	-
Deferred Inflow	4,500,000	-
Total Liabilities	<u>6,245,000</u>	<u>1,842</u>
Assigned fund balance	<u>(1,350,423)</u>	<u>(9,771)</u>
Total Liabilities and Fund Balance	<u>\$ 4,894,577</u>	<u>\$ (7,929)</u>

Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue				
Investment & misc income	\$ 270,000	\$ 270,000	\$ 14,598	\$ -
Bond proceeds	-	-	-	-
Total revenue	<u>270,000</u>	<u>270,000</u>	<u>14,598</u>	<u>-</u>
Expenditures				
Debt service interest, fees, bond issuance	\$ 268,549	\$ 268,549	\$ 33,507	\$ -
Administrative expenses	7,250	7,250	4,280	1,162
Professional services	6,750	30,850	9,479	8,609
Capital outlay	-	-	166,663	-
Development incentive & obligation payments	-	-	4,500,000	-
Encumbrances	-	-	(5,900)	-
Total expenditures	<u>282,549</u>	<u>306,649</u>	<u>4,708,029</u>	<u>9,771</u>
Revenue over (under) expenditures	<u>(12,549)</u>	<u>(36,649)</u>	<u>(4,693,431)</u>	<u>(9,771)</u>
Fund balance, beginning of year	<u>2,970,100</u>	<u>2,970,100</u>	<u>3,343,008</u>	<u>-</u>
Fund balance, end of period	<u>\$ 2,957,551</u>	<u>\$ 2,933,451</u>	<u>\$ (1,350,423)</u>	<u>\$ (9,771)</u>

City of Franklin
Tax Increment Financing District #8 - S 27th Business Park
Balance Sheet
July 31, 2020 and 2019

<u>Assets</u>	2020	2019
Cash & investments	\$ (13,862)	\$ -
Mortgage receivable	-	-
Total Assets	<u>\$ (13,862)</u>	<u>\$ -</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 2,116	\$ -
Advances from other funds	-	-
Deferred Inflow	-	-
Total Liabilities	<u>2,116</u>	<u>-</u>
Assigned fund balance	<u>(15,978)</u>	<u>-</u>
Total Liabilities and Fund Balance	<u>\$ (13,862)</u>	<u>\$ -</u>

Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2020 and 2019

	2020 Annual Budget	2020 Amended Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Revenue				
Investment & misc income	\$ -	\$ -	\$ -	\$ -
Bond proceeds	-	-	-	-
Total revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures				
Debt service interest, fees, bond issuance	\$ -	\$ -	\$ -	\$ -
Administrative expenses	-	-	1,016	-
Professional services	-	-	14,962	-
Capital outlay	-	-	-	-
Development incentive & obligation payments	-	-	-	-
Encumbrances	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>15,978</u>	<u>-</u>
Revenue over (under) expenditures	-	-	(15,978)	-
Fund balance, beginning of year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance, end of period	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (15,978)</u>	<u>\$ -</u>

**City of Franklin
Solid Waste Collection Fund
Balance Sheet
July 31, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 1,325,792	\$ 1,147,319
Accrued Receivables	297	438
Total Assets	<u>\$ 1,326,089</u>	<u>\$ 1,147,757</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 2	\$ 92,662
Accrued salaries & wages	460	458
Restricted fund balance	1,325,627	1,054,637
Total Liabilities and Fund Balance	<u>\$ 1,326,089</u>	<u>\$ 1,147,757</u>

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2020 and 2019**

Revenue	2020 Original Budget	2020 YTD Budget	2020 Year-to-Date Actual	2019 Year-to-Date Actual
Grants	\$ 69,000	69,000	\$ 68,834	\$ 68,858
User Fees	1,534,349	1,533,142	1,535,593	1,215,015
Landfill Operations-tippage	365,000	173,989	184,340	177,282
Investment Income	20,000	13,120	15,381	21,040
Sale of Recyclables	1,500	875	1,167	-
Total Revenue	<u>1,989,849</u>	<u>1,790,126</u>	<u>1,805,315</u>	<u>1,482,195</u>
Expenditures:				
Personal Services	17,638	10,854	8,117	7,523
Refuse Collection	722,300	420,772	357,680	414,882
Recycling Collection	697,149	406,416	356,408	230,100
Leaf & Brush Pickups	60,000	19,995	20,000	20,000
Tippage Fees	469,200	214,946	192,073	184,620
Miscellaneous	5,000	3,031	535	1,180
Total expenditures	<u>1,971,287</u>	<u>1,076,014</u>	<u>934,813</u>	<u>858,305</u>
Revenue over (under) expenditures	18,562	<u>714,112</u>	870,502	623,890
Fund balance, beginning of year	<u>501,072</u>		<u>455,125</u>	<u>430,747</u>
Fund balance, end of period	<u>\$ 519,634</u>		<u>\$ 1,325,627</u>	<u>\$ 1,054,637</u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
July 31, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 771,156	\$ 712,853
Accrued Receivables	2,754	-
Total Assets	<u>\$ 773,910</u>	<u>\$ 712,853</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 6,499	\$ 31,039
Assigned fund balance	767,411	681,814
Total Liabilities and Fund Balance	<u>\$ 773,910</u>	<u>\$ 712,853</u>

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2020 and 2019**

<u>Revenue</u>	<u>2020 Original Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Year-to-Date Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
Property Taxes	\$ 295,700	\$ 295,700	\$ 295,700	\$ 295,700	\$ 452,800
Grants	6,000	29,800	17,383	16,943	1,606
Landfill Siting	483,900	475,000	364,627	285,672	253,530
Investment Income	7,800	7,800	4,550	9,943	12,024
Miscellaneous Revenue	25,000	43,125	24,961	23,107	10,370
Total Revenue	<u>818,400</u>	<u>851,425</u>	<u>707,221</u>	<u>631,365</u>	<u>730,330</u>
Expenditures:					
General Government	232,050	232,050	92,670	93,066	67,612
Public Safety	447,600	557,766	440,480	381,069	409,376
Public Works	162,800	194,382	137,530	68,647	51,617
Health and Human Services	900	900	300	900	1,006
Culture and Recreation	76,000	76,000	42,911	-	20,623
Conservation and Development	10,000	10,000	5,403	1,467	503
Contingency	60,000	43,800	13,617	-	-
Encumbrances	-	-	-	(189,484)	(77,178)
Total expenditures	<u>989,350</u>	<u>1,114,898</u>	<u>732,911</u>	<u>355,665</u>	<u>473,559</u>
Revenue over (under) expenditures	(170,950)	(263,473)	<u>(25,690)</u>	275,700	256,771
Fund balance, beginning of year	<u>239,473</u>	<u>491,711</u>		<u>491,711</u>	<u>425,043</u>
Fund balance, end of period	<u>\$ 68,523</u>	<u>\$ 228,238</u>		<u>\$ 767,411</u>	<u>\$ 681,814</u>

A Portion of Municipal Building, Police, Highway & Parks appropriations are contingent upon Landfill Siting revenue growth

**City of Franklin
Equipment Replacement Fund
Balance Sheet
July 31, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 2,608,752	\$ 3,149,680
Total Assets	<u>\$ 2,608,752</u>	<u>\$ 3,149,680</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 52,207	\$ -
Assigned fund balance	2,556,545	3,149,680
Total Liabilities and Fund Balance	<u>\$ 2,608,752</u>	<u>\$ 3,149,680</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2020 and 2019**

	<u>2020 Original Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Year-to-Date Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
Revenue:					
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ 175,000
Landfill	677,600	400,000	280,655	294,470	287,700
Investment Income	37,400	37,400	21,816	57,728	60,989
Grants	-	-	-	178,624	-
Property Sales	56,500	56,500	29,950	-	727
Total revenue	<u>771,500</u>	<u>493,900</u>	<u>332,421</u>	<u>530,822</u>	<u>524,416</u>
Expenditures:					
Public Safety	241,000	257,974	242,423	248,353	633,395
Public Works	609,000	799,000	487,177	798,503	20,431
Encumbrances	-	-	-	(544,517)	(633,395)
Total expenditures	<u>850,000</u>	<u>1,056,974</u>	<u>729,600</u>	<u>502,339</u>	<u>20,431</u>
Revenue over (under) expenditures	<u>(78,500)</u>	<u>(563,074)</u>	<u>(397,179)</u>	28,483	503,985
Fund balance, beginning of year	<u>2,266,695</u>	<u>2,528,062</u>		<u>2,528,062</u>	<u>2,645,695</u>
Fund balance, end of period	<u>\$ 2,188,195</u>	<u>\$ 1,964,988</u>		<u>\$ 2,556,545</u>	<u>\$ 3,149,680</u>

**City of Franklin
Street Improvement Fund
Balance Sheet
July 31, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 1,293,533	\$ 1,083,578
Total Assets	<u>\$ 1,293,533</u>	<u>\$ 1,083,578</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 3,017	\$ 867,914
Assigned fund balance	1,290,516	215,664
Total Liabilities and Fund Balance	<u>\$ 1,293,533</u>	<u>\$ 1,083,578</u>

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2020 and 2019**

	<u>2020 Original Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Year-to-Date Totals</u>	<u>2019 Year-to-Date Totals</u>
Revenue:				
Property Taxes	\$ -	\$ -	\$ -	\$ 18,200
Landfill Siting	368,500	350,000	212,886	107,890
Investment Income	4,800	4,800	7,056	9,596
Intergovernmental Resources	845,000	845,000	600,000	600,000
Total revenue	<u>1,218,300</u>	<u>1,199,800</u>	<u>819,942</u>	<u>735,686</u>
Expenditures:				
Street Reconstruction Program - Current Year	1,300,000	1,487,936	1,107,652	1,034,303
Encumbrances	-	-	(1,072,019)	(114,893)
Total expenditures	<u>1,300,000</u>	<u>1,487,936</u>	<u>35,633</u>	<u>919,410</u>
Revenue over (under) expenditures	(81,700)	(288,136)	784,309	(183,724)
Fund balance, beginning of year	<u>350,588</u>	<u>506,207</u>	<u>506,207</u>	<u>399,388</u>
Fund balance, end of period	<u>\$ 268,888</u>	<u>\$ 218,071</u>	<u>\$ 1,290,516</u>	<u>\$ 215,664</u>

City of Franklin
 Capital Improvement Fund
 7/31/2020

	Amended			Actual		
	Total	Amount	Net City Funds	YTD	Resources	Net
Landfill Siting Revenue	180,000		180,000		122,578	
Investment Income	25,000		25,000		14,233	
Total Revenue	205,000		205,000		136,811	
Expenditures						
General Government						
City Hall & Police Security Enhancements	500,000	500,000	-	-	-	-
Franklin Historical Society Barn	40,000	-	40,000	18,081	-	18,081
City Hall Roof, HVAC	83,286	-	83,286	91,188	-	91,188
Total General Government	623,286	500,000	123,286	109,269	-	109,269
Public Safety						
Community Development Enterprise Resource Program - Migration	225,000	-	225,000	181,140	-	181,140
Police Radio System Dispatch Console	42,696	-	42,696	42,696	-	42,696
Indoor Shooting Range	973,905	-	973,905	976,122	-	976,122
Fire Station Specific Alerting System Software	265,000	-	265,000	4,840	-	4,840
Total Public Safety	1,506,601	-	1,506,601	1,204,798	-	1,204,798
Public Works						
S 68th Street - Hill Mitigation	309,425	-	309,425	330,839	-	330,839
S 50th St Improvement	100,000	-	100,000	-	-	-
Marquette Ave Improvements - Pleasant View Sch to S 49th St	50,000	-	50,000	-	-	-
Marquette Ave Improvements - S 49th St to S 51st	700,000	600,000	100,000	-	-	-
Ryan Creek Interceptor Sanitary Sewer Odor	450,000	1,393,000	(943,000)	200,289	173,365	26,924
Watermain Extension - S 50th & Minnesota Ave	120,000	120,000	-	-	-	-
S 51 St	115,903	-	115,903	15,003	-	15,003
Other Public Works	68,481	-	68,481	111,568	2,041	109,527
Total Public Works	1,913,809	2,113,000	(199,191)	657,699	175,406	482,293
Culture						
Pleasant View Park - Master Plan	150,000	70,500	79,500	19,900	-	19,900
Pleasant View Park - Pavilion	132,097	71,400	60,697	140,426	49,079	91,347
Pleasant View Park - Park Equipment	19,989	-	19,989	19,989	-	19,989
Park Land Acquisition - Various Parks	543,000	247,500	295,500	46,439	-	46,439
Ken Windl Pavilion Repairs	22,618	-	22,618	12,666	-	12,666
Overflow parking @ Kayla's Playground	250,000	117,500	132,500	-	-	-
Cascade Trail	65,000	46,150	18,850	500	-	500
Trails, Bicycle Routes & Linkages	285,000	189,850	95,150	-	-	-
Total Culture	1,467,704	742,900	724,804	239,920	49,079	190,841
Contingency						
Contingency	171,070	-	171,070	27,170	-	27,170
Total Contingency	171,070	-	171,070	27,170	-	27,170
Total Approved Projects	5,682,470	3,355,900	2,326,570	2,238,856	224,485	2,014,371
PROJECTS PENDING APPROVAL						
Water Projects	500,000	500,000	-	-	-	-
Sewer Projects	500,000	500,000	-	-	-	-
Total Projects Pending Approval	1,000,000	1,000,000	-	-	-	-
Total Projects	6,682,470	4,355,900	2,326,570	2,238,856	224,485	2,014,371
Net Revenue (Expenditures)			(2,121,570)			(1,877,560)
Projected Beginning Fund balance			2,012,476			2,012,476
Projected Ending Fund Balance			<u>\$ (109,094)</u>			<u>\$ 134,916</u>

**City of Franklin
Development Fund
Balance Sheet
July 31, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 7,142,888	\$ 6,758,088
Impact fees receivable	232,640	-
Due From TID 7	1,745,000	-
Total Assets	\$ 9,120,528	\$ 6,758,088
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 585
Payable to Developers- Oversizing	475,463	103,934
Unearned Revenue - Other	232,640	-
Assigned fund balance	8,412,425	6,653,569
Total Liabilities and Fund Balance	\$ 9,120,528	\$ 6,758,088

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2020 and 2019**

	<u>2020 Original Budget</u>	<u>2020 Amended Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
Revenue:				
Impact Fee Parks	\$ 804,000	\$ 804,000	\$ 148,933	\$ 194,902
Southwest Sewer Service Area	48,000	48,000	60,435	25,608
Administration	15,000	15,000	2,475	4,611
Water	679,000	679,000	169,405	269,133
Transportation	22,000	22,000	9,516	43,179
Fire Protection	133,500	133,500	23,345	45,327
Law Enforcement	207,700	207,700	41,025	83,490
Library	224,000	224,000	41,348	54,637
Total Impact Fees	2,133,200	2,133,200	496,482	720,887
Investment Income	120,000	120,000	107,449	121,338
Interfund Interest Income	-	-	2,686	-
Total revenue	2,253,200	2,253,200	606,617	842,225
Expenditures:				
Other Professional Services	25,000	33,552	29,184	15,253
Transfer to Debt Service				
Law Enforcement	205,082	205,082	199,855	133,800
Fire	42,937	42,937	39,863	39,333
Transportation	71,923	71,923	64,249	18,000
Library	134,000	134,000	93,982	132,286
Total Transfers to Debt Service	453,942	453,942	397,949	323,419
Transfer to Capital Improvement Fund				
Transfer(s) Out	-	71,400	-	-
Park	621,500	646,785	74,364	25,285
Total Transfers to Capital Improve	621,500	718,185	74,364	25,285
Sewer Fees	250,000	250,000	-	-
Water Fees	1,025,000	1,368,130	554,760	317,130
Encumbrances	-	-	(28,606)	(352,235)
Total expenditures	2,375,442	2,823,809	1,027,651	328,852
Revenue over (under) expenditures	(122,242)	(570,609)	(421,034)	513,373
Fund balance, beginning of year	8,663,277	8,833,459	8,833,459	6,140,196
Fund balance, end of period	\$ 8,541,035	\$ 8,262,850	\$ 8,412,425	\$ 6,653,569

City of Franklin

Development Fund

Summary of Impact Fee Activity
For the six months ended June 30, 2020

Cash Acct Revenue Acct Expenditure Acct	Preliminary										Net Cash Balance
	4292	4293	4294	4295	4296	4297	4299	27 1100.1111	27 2000 2117		
	Parks Recreation	SW Sewer	Admin Fee	Water	Transportation	Fire Protection	Law Enforcement	Library			
Beginning Bal, 01/01/20	4,955,794.67	89,358.23	108,103.32	2,733,341.10	119,988.90	232,306.86	320,898.03	273,668.29		8,833,459.40	
1st Quarter											
Impact Fees	92,339.00	39,135.00	1,430.00	87,690.00	3,335.00	13,212.00	24,556.00	26,131.00		287,828.00	
Expenditures	(23,484.00)		(5,153.18)	(213,710.18) ²	(64,248.93) ¹	(39,862.75)	(199,855.90)	(93,982.09)		(640,297.03)	
subtotal	5,024,649.67	128,493.23	104,380.14	2,607,320.92	59,074.97	205,656.11	145,598.13	205,817.20		8,480,990.37	
Transfers											
Investment Income	54,672.09	1,193.37	1,163.96	29,255.73	980.90	2,399.13	2,555.43	2,626.58		94,847.19	
Ending balance 3/31/2020	5,079,321.76	129,686.60	105,544.10	2,636,576.65	60,055.87	208,055.24	148,153.56	208,443.78		8,575,837.56	
2nd Quarter											
Impact Fees	50,945.00	21,300.00	770.00	63,360.00	1,964.00	7,244.00	13,159.00	14,227.00		172,969.00	
Expenditures	(89,641.00)		(20,710.24)	(23,919.50)						(114,270.74)	
subtotal	5,060,625.76	150,986.60	85,603.86	2,676,017.15	62,019.87	215,299.24	161,312.56	222,670.78		8,634,535.82	
Transfers											
Investment Income	8,039.36	239.86	135.99	4,251.15	98.53	342.03	256.26	353.74		13,716.92	
Ending balance 6/30/2020	5,068,665.12	151,226.46	85,739.85	2,680,268.30	62,118.40	215,641.27	161,568.82	223,024.52		8,648,252.74	
3rd Quarter											
Impact Fees	5,649.00		275.00	18,355.00	4,217.00	2,889.00	3,310.00	990.00		35,685.00	
Expenditures	0.00	0.00	0.00	(317,130.00) ³	0.00 ¹	0.00 ¹	0.00 ¹	0.00 ¹		(317,130.00)	
subtotal	5,074,314.12	151,226.46	86,014.85	2,381,493.30	66,335.40	218,530.27	164,878.82	224,014.52		8,366,807.74	
Transfers											
Investment Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
Ending balance 9/30/2020	5,074,314.12	151,226.46	86,014.85	2,381,493.30	66,335.40	218,530.27	164,878.82	224,014.52		8,366,807.74	
2020 Impact Fees	148,933.00	60,435.00	2,475.00	169,405.00	9,516.00	23,345.00	41,025.00	41,348.00		496,482.00	
2019 Impact Fees	948,902.00	48,440.00	21,684.00	1,158,186.00	113,102.00	174,135.00	322,218.00	262,058.00		3,048,725.00	
2018 Impact Fees	869,037.00	4,689.00	20,625.00	938,441.00	55,533.10	136,409.82	250,076.12	243,988.00		2,518,799.04	
2017 Impact Fees	66,591.00	0.00	2,695.00	122,539.00	19,218.00	17,970.00	33,017.00	19,383.00		281,413.00	
2016 Impact Fees	209,983.00	0.00	4,950.00	210,581.00	8,570.00	30,198.00	56,096.00	57,725.00		578,103.00	
2015 Impact Fees	137,670.00	2,928.00	3,630.00	133,352.00	20,533.00	27,116.00	50,222.00	38,526.00		413,977.00	
2014 Impact Fees	184,592.00	17,568.00	5,830.00	235,415.00	51,436.00	48,134.00	88,431.00	51,821.00		683,227.00	
2013 Impact Fees	317,206.00	11,712.00	6,160.00	427,429.00	31,829.00	45,110.00	82,280.00	66,179.00		987,905.00	

* Funded by an Administrative Fee not an impact fee

¹ Debt service payments

² Oversizing payments made

Scheduled	73,499	42,996	205,004	134,039	455,538
Unpaid Balance @ 9/1/20	570,450	189,200	275,100	0	1,034,750
Deferred principal & interest	270,444	0	1,449,632	896,953	2,617,029
	103,934.00	Oversizing payments due in future periods			

City of Franklin
Summary of Park Impact Fee Availability
12/31/20 - Preliminary

	Spent By	Current Impact Fees			Net Total	
		Impact Fee	Interest	Expenditures		
2020						
	1st Qtr	2028	92,339 00	54,672 09	23,484 00	123,527 09
	2nd Qtr	2028	50,945 00	8,038 13	25,595 00	33,388 13
	3rd Qtr	2028	5,649 00		0 00	5,649 00
	4th Qtr	2028			0 00	-
			<u>148,933 00</u>	<u>62,710 22</u>	<u>49,079 00</u>	<u>162,564 22</u>
2019						
		2019	948,902 00	120,952 47	212,630 78	857,223 69
2018						
		2018	869,037 00	47,964 42	202,038 51	714,962 91
2017						
		2017	66,591 00	33,123 42	661 26	99,053 16
2016						
	Total		209,983 00	28,120 12	212,221 99	25,881 13
2015						
	Total		137,670 00	55,558 15	607,299 51	(414,071 36)
2014						
	Total		184,592 00	133,563 95	626,182 10	(308,026 15)
2013						
	Total		317,206 00	84,950 58	124,912 10	277,244 48
2012						
	Total		263,398 00	102,473 34	-	365,871 34
2011						
	Total		163,106 00	44,506 30	-	207,612 30
2010						
	Total		145,479 00	66,273 18	46 87	211,705 31
2009						
	Total		80,215 00	86,651 98	5,459 02	161,407 96
2008						
	Total		133,074 00	95,987 90	10,913 04	218,148 86
2007						
	1st Qtr	2020	56,660.00	46,373 12	-	103,033 12
	2nd Qtr	2020	70,825 00	36,677 27	-	107,502 27
	3rd Qtr	2020	53,559.00	48,371 51	1,800 00	100,130 51
	4th Qtr	2020	39,662 00	41,384 48	822,097 23	(741,050 75)
	Total		<u>220,706 00</u>	<u>172,806 38</u>	<u>823,897 23</u>	<u>(430,384 85)</u>
2006						
	Total		646,907.00	144,950 45	392,618 08	399,239 37
2005						
	Total		1,006,696.00	63,382 62	471,251 40	598,827 22
2004						
	Total		1,028,255.00	17,433 14	28,523 46	1,017,164 68
2003						
	Total		668,917.00	6,283 52	-	675,200 52
2002						
	Total		275,620.00	3,114 10	-	278,734 10
Total			<u>7,515,287 00</u>	<u>1,370,806 24</u>	<u>3,767,734 35</u>	<u>5,118,358 89</u>
	Spent		3,807,439.00			

**City of Franklin
Utility Development Fund
Balance Sheet
July 31, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments - Water	\$ 1,010,734	\$ 777,419
Cash and investments - Sewer	1,283,999	1,129,919
Special Assessment - Water Current	60,216	101,293
Special Assessment - Water Deferred	136,365	271,107
Special Assessment - Sewer Current	143,426	191,587
Reserve for Uncollectible	(16,777)	(16,776)
Total Assets	<u>\$ 2,617,963</u>	<u>\$ 2,454,549</u>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned Revenue	323,231	547,211
Total Fund Balance	<u>2,294,732</u>	<u>1,907,338</u>
Total Liabilities and Fund Balance	<u>\$ 2,617,963</u>	<u>\$ 2,454,549</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2020 and 2019**

	<u>2020 Original Budget</u>	<u>2020 Year-to-Date Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
Revenue:				
Special Assessments				
Water	\$ 50,000	\$ 10,796	\$ 48,906	\$ 72,651
Sewer	25,000	4,445	19,488	70,898
Connection Fees				
Water	-	-	-	-
Sewer	-	-	19,702	26,820
 Total Assessments & Connection Fees	 75,000	 15,241	 88,096	 170,369
Special Assessment Interest	-	-	634	-
Investment Income	18,000	10,500	11,205	24,431
Total revenue	<u>93,000</u>	<u>25,741</u>	<u>99,935</u>	<u>194,800</u>
 Transfer to Capital Improvement Fund				
Water	620,000	-	-	-
Sewer	500,000	-	-	-
Total Transfers to Capital Improven	<u>1,120,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
 Revenue over (under) expenditures	 (1,027,000)	 25,741	 99,935	 194,800
 Fund balance, beginning of year	 <u>2,030,838</u>	 <u>2,194,797</u>	 <u>2,194,797</u>	 <u>1,712,538</u>
 Fund balance, end of period	 <u>\$ 1,003,838</u>	 <u>\$ 2,220,538</u>	 <u>\$ 2,294,732</u>	 <u>\$ 1,907,338</u>

**City of Franklin
Self Insurance Fund - Actives
Balance Sheet
July 31, 2020 and 2019**

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 3,366,483	\$ 2,253,654
Accounts receivable	324	309
Total Assets	<u>\$ 3,366,807</u>	<u>\$ 2,253,963</u>
 <u>Liabilities and Net Assets</u>		
Accounts payable	\$ -	\$ 3,941
Claims payable	175,000	290,700
Unrestricted net assets	3,191,807	1,959,322
Total Liabilities and Fund Balance	<u>\$ 3,366,807</u>	<u>\$ 2,253,963</u>

**City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2020 and 2019**

<u>Revenue</u>	<u>2020 Original Budget</u>	<u>2020 Year-to-Date Budget</u>	<u>2020 Year-to-Date Actual</u>	<u>2019 Year-to-Date Actual</u>
Medical Premiums-City	\$ 2,648,046	\$ 1,547,447	\$ 1,424,734	\$ 1,417,563
Medical Premiums-Employee	538,440	314,159	290,973	304,548
Other - Invest Income, Rebates	165,000	96,250	154,125	69,773
Medical Revenue	<u>3,351,486</u>	<u>1,957,856</u>	<u>1,869,832</u>	<u>1,791,884</u>
Dental Premiums-City	112,000	65,500	69,725	65,227
Dental Premiums-Retirees	-	-	1,944	1,854
Dental Premiums-Employee	60,000	35,024	33,917	33,237
Dental Revenue	<u>172,000</u>	<u>100,524</u>	<u>105,586</u>	<u>100,318</u>
Total Revenue	<u>3,523,486</u>	<u>2,058,380</u>	<u>1,975,418</u>	<u>1,892,202</u>
Expenditures:				
Medical				
Medical claims	2,414,478	1,302,667	501,952	945,912
Prescription drug claims	-	-	102,559	122,597
Refunds-Stop Loss Coverage	-	-	(5,394)	22
Total Claims	<u>2,414,478</u>	<u>1,302,667</u>	<u>599,117</u>	<u>1,068,531</u>
Medical Claim Fees	105,677	64,291	88,854	101,988
Stop Loss Premiums	666,331	387,855	301,947	321,605
Other - Miscellaneous	112,477	41,321	13,074	5,917
HSA Contributions	237,000	145,846	180,281	-
Vitality Rewards	500,000	291,667	-	-
Transfer to Other Funds	-	-	-	94,375
Total Medical Costs	<u>4,035,963</u>	<u>2,233,647</u>	<u>1,183,273</u>	<u>1,592,416</u>
 Dental				
Active Employees & COBRA	193,000	109,138	86,292	97,935
Retiree	4,900	3,175	2,567	2,697
Total Dental Costs	<u>197,900</u>	<u>112,313</u>	<u>88,859</u>	<u>100,632</u>
Claims contingency			-	-
Total Expenditures	<u>4,233,863</u>	<u>2,345,960</u>	<u>1,272,132</u>	<u>1,693,048</u>
Revenue over (under) expenditures	(710,377)	<u>\$ (287,580)</u>	703,286	199,154
Net assets, beginning of year	<u>2,325,068</u>		<u>2,488,521</u>	<u>1,760,168</u>
Net assets, end of period	<u>\$ 1,614,691</u>		<u>\$ 3,191,807</u>	<u>\$ 1,959,322</u>

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
July 31, 2020 and 2019

<u>Assets</u>	<u>2020</u>	<u>2019</u>
Cash and investments	\$ 162,153	\$ 142,419
Investments held in trust - Fixed Inc	2,580,536	2,173,307
Investments held in trust - Equities	3,863,323	3,901,889
Accounts receivable	13,199	15,518
Total Assets	\$ 6,619,211	\$ 6,233,133
 <u>Liabilities and Net Assets</u>		
Accounts payable	\$ -	\$ 902
Claims payable	10,000	131,100
Net assets held in trust for post emp	6,609,211	6,101,131
Total Liabilities and Fund Balance	\$ 6,619,211	\$ 6,233,133

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2020 and 2019

<u>Revenue</u>	<u>2020</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2019</u> <u>Year-to-Date</u> <u>Actual</u>
ARC Medical Charges - City	\$ 132,227	\$ 139,764
Medical Charges - Retirees	104,867	115,116
Implicit Rate Subsidy	-	-
Medical Revenue	237,094	254,880
 Expenditures:		
Retirees-Medical		
Medical claims	80,175	85,453
Prescription drug claims	59,776	71,071
Refunds-Stop Loss Coverage	-	(1,393)
Total Claims-Retirees	139,951	155,131
Medical Claim Fees	12,954	33,561
Stop Loss Premiums	40,910	47,040
Miscellaneous Expense	(195)	345
ACA Fees	127	172
Total Medical Costs-Retirees	193,747	236,249
 Revenue over (under) expenditures	 43,347	 18,631
 Annual Required Contribution-Net	 98,059	 117,031
Other - Investment Income, etc.	(70,955)	736,065
Total Revenues	27,104	853,096
 Net Revenues (Expenditures)	 70,451	 871,727
 Net assets, beginning of year	 6,538,760	 5,229,404
 Net assets, end of period	 \$ 6,609,211	 \$ 6,101,131

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09-01-20
REPORTS & RECOMMENDATIONS	Committee of the Whole Recommendations	ITEM NUMBER <i>6.16.</i>

Recommendation from the Committee of the Whole Meeting of August 31, 2020:

- (a) Potential Acquisition of Property 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.
- (b) Wholesale Public Water Supply to Franklin 2024.
- (c) Standards, Findings and Decision of the City of Franklin Common Council Upon the Application of Mills Hotel Wyoming, LLC, Applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance; A Resolution Conditionally Approving a 2 Lot Certified Survey Map, Being All of Lot 84 in Ryan Meadows, Located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Mills Hotel Wyoming, LLC, Applicant) (Generally on the East Side of Monarch Drive, South of Chicory Street, Area Commonly Known as Area G); and Site Plan application by Copart of Connecticut, Inc. to allow for construction of a 7,200 square foot building and vehicle storage yard for Copart, Inc. (on approximately 44-acres upon or adjacent to the afore described properties), approved at the May 7, 2020 Plan Commission meeting, conditioned in part on the approval of a concurrent rezoning application (Mills Hotel Wyoming, LLC, Applicant) (for a portion of the afore described properties), which was denied by the Common Council on May 19, 2020 (all related to properties within the Bear Development Ryan Meadows Development).
- (d) 2021 Budget Kick-Off Information.

COUNCIL ACTION REQUESTED

As directed

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE September 1, 2020
REPORTS AND RECOMMENDATIONS	<p>Tax Incremental District No. 8 Development Agreement Between the City of Franklin, JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec 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, Industrial Spec 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, Industrial Spec Buildings Mixed Use Development and a Development Agreement for JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec 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>	ITEM NUMBER <i>6.17.</i>
<p>This subject matter was put over to this meeting at the August 18, 2020 Common Council meeting. Annexed hereto are re-drafts of the above-entitled agreements provided by the developer's Attorney on August 19, 2020. Same remain a work in process and under negotiation among City staff and developer representatives at the time of this writing. Department of City Development and Engineering, Finance and Legal Services departments staff will be present at the meeting.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>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, Industrial Spec Buildings Mixed Use Development and a Development Agreement for JHB Properties, LLC and ZS Enterprises, LLC, Industrial Spec 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>		

**TAX INCREMENTAL DISTRICT NO. 8
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FRANKLIN,
JHB PROPERTIES, LLC AND ZS ENTERPRISES, LLC**

*rough redraft-7/30/20 draft/partial redline
7/23/20*

~~Industrial Spec Light Manufacturing / Logistics / Commercial Buildings Franklin Corporate Park Mixed Use Development, Phase I~~ 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 ~~JHB Properties, LLC, a Wisconsin limited liability company, its successors and/or assigns, and 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 affiliate~~ its developer 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 at least three ~~industrial/light manufacturing spec~~ and/or commercial use buildings on Lots 1, 2 and 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 ~~each~~ at least three of the Lots 1, 2 and 3, or 4 on the Property, with an estimated development cost of \$ _____ ~~\$26,500,000.00 (Twenty-Six million MM)~~ 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~~ 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

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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 then owners of the Property, shall construct, or cause others to construct, the Project in accordance with all applicable City zoning and building codes, ordinances and regulations. Developer warrants and represents to the City that the Project will contain approximately 1450,000 square feet of developed building space and that total development costs expended on the Project (inclusive of personal property) shall be not less than \$22,500,000.00 (Twenty-Two million Five Hundred thousand Dollars). Subject to delay due to Force Majeure Events, 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 _____ for the Project, and of which this Agreement and its terms and conditions are a condition thereof (the "Plans and Specifications"), on or before 20____, December 31, 2030 (the "Completion Date"). 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 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

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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")~~ 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 and all contractors and consultants ~~prime contractor construction manager~~ involved 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 term of the~~ aforesaid one-year warranty ~~has expired~~ ~~expired~~ ~~been provided to the City~~, 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 Unless consented to in writing by the City, Developer shall not demolish the existing improvements on the Property prior to the calendar year in which construction of the Project commences and in no event, earlier than six (6) months prior to the start of construction~~

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 meets or exceed \$22,500,000 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 ~~Project~~ Public Improvements 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.

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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. Developer shall pay for, and shall have provided to the City evidence of payment of, all of the costs incurred in the construction and installation of the and each 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 \$4,025,000.00, the grant amount shall be reduced by such percentage of reduction of the total costs of the Public Improvements.

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C. Upon the development and construction of the first two industrial-spec and/or commercial use buildings on any of the Lots 1 and 2, 3, or 4 (or construction of a single building across two of such Lots), the issuance of a Certificate of Completion as provided in Exhibit B and the issuance of an occupancy permit by the City for such buildings, 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 provision by the Developer of all information reasonably required by the City Assessor to review and estimate the real estate property tax assessment value, and the reasonable determination by the City Assessor that the real estate property tax assessment value for the Lots 1 and 2 is in the aggregate equal to or in excess of \$15,000,000.00, if upon the review and reasonable determination thereof by the City Assessor that the real estate property tax assessment value is less than \$15,000,000.00, the grant amount shall be reduced by 20%, i.e. \$150,000, 20%, i.e. \$150,000.00 the percentage that the City Assessor's review and estimate of the real estate property tax assessment value is less than \$15,000,000, and increased by the percentage that the City Assessor's review and estimate of the real estate property tax assessment value exceeds \$15,000,000, pending the actual determination of the real estate property tax assessment value by the City or by the State of Wisconsin, as applicable to the subject property use, pursuant to Wisconsin law, and upon such

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actual determination, any percentage of such \$150,000 of such \$150,000-00 reduction shall be provided and delivered to Developer in an amount equivalent to any percentage increase in the assessment above the estimate determination by the City Assessor, and up to the entirety of the \$150,000 00 if such actual determination value is equal to or greater than \$15,000,000 00 \$150,000 00 if such actual determination value is equal to or greater than \$15,000-000-00 total \$750,000-. In the event such actual real estate property tax assessment value determination is equal to or less than that provided by the City Assessor determination no amount of the \$150,000 00 shall be due or ever payable to Developer the reduced amount shall not be paid unless and until, the total tax assessment for the Property totals \$22,500,000 on or before the Completion Date.

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D Upon the development and construction of the third industrial spec and/or commercial use building(s) on Lot Lots 1, 2, 3, or 4 (or the second building iff a single building is constructed across two of such Lots), the issuance of a Certificate of Completion as provided in Exhibit B and the issuance of an occupancy permit by the City, the City shall provide and deliver the payment to Developer of a grant in the amount of \$750,000 00 (increased by any amount that the payment under Section II. C. was less than \$750,000 and reduced by the amount that the payment under Section II C was greater than \$750,000) Such grant payment shall be subject to the provision by the Developer of all information reasonably required by the City Assessor to review and estimate the real estate property tax assessment value, and the reasonable determination by the City Assessor that the real estate property tax assessment value for Lot 3 all of the Property is equal to or in excess of \$722,500,000 00, if upon the review and reasonable determination thereof by the City Assessor that the real estate property tax assessment value is less than \$722,500,000 00, the grant amount shall be reduced by 20% i.e., \$150,000 20%, i.e. \$150 the percentage that the City Assessor's review and estimate of the real estate property tax assessment value is less than \$22,500,000 00, pending the actual determination of the real estate property tax assessment value by the City or by the State of Wisconsin, as applicable to the subject property use, pursuant to Wisconsin law, and upon such actual determination, any percentage of such \$150,000 of such \$150,000-00 reduction shall be provided and delivered to Developer in an amount equivalent to any percentage increase in the assessment above the estimate determination by the City Assessor, and up to the entirety of the \$150,000 total \$750,000 00. Notwithstanding the foregoing in In the event the such actual real estate property tax assessment value by the City or by the State of Wisconsin, as applicable to the subject property use, pursuant to Wisconsin law for the entirety of Lots 1, 2 and 3 for the year following their respective timely development as set forth herein upon which the total thereof actual determination is equal to or less than \$22,500-000-00, that provided by the payment and delivery of City Assessor the \$750-000-00 under this Subsection D reduced amount shall await not be paid unless and until, the total tax assessment valuation thereof if required by timing, if unavailable at the time of issuance of occupancy permit for Lot 3, and be reduced by such percentage of reduction for the Property totals \$22,500,000 on or before the Completion Date.

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**ARTICLE III
PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES**

Throughout the life of the District, Developer or its successor owners to all or any portion of the Property will pay (or cause to be paid) all ad valorem property taxes lawfully

assessed against any portion of the Property owned by the Developer before or when due under the law and Developer or its successor owners guarantees that such taxes shall not become delinquent. The foregoing shall not prohibit the Developer or its successor owners 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 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. ~~Developer's~~ The then owner of the exempt portion of the Property's 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 Developer or any successor Developer then owner 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. 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 Developer and/or the owner, successors and assigns of the 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 all Developers and/or the then owners, successors and assigns of any 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 all ~~successor Developers and/or of the then~~ owners of an exempt portion of the Property.

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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 Aaron Hertzberg, 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

~~_____~~ ZS Enterprises, LLC
~~_____~~ 5158 S Marquette Ct
~~_____~~ New Berlin, WI 53151
~~_____~~ Attention Scott Bille
~~_____~~ Facsimile No

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With a Copy to

Hurtado Zimmerman SC
1011 N Mayfair Road, Suite 204
Wauwatosa, WI 53226

Attention Brian R. Zimmerman
Facsimile No. _____

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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 payments due under this Agreement and continue such payments so that, subject to available Tax Increment, the cumulative amount paid upon full amortization is equal to that amount contemplated under this Agreement as provided in this Agreement.

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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.

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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, ~~or the then owners 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 reasonably requested by the City (provided that a Best's Rating of similar projects, with such policies A or reasonable equivalent thereof shall be deemed satisfactory to the City)~~ (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

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(i) Following completion of construction of the ~~Project~~ Public Improvements and during the one year warranty period, "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, if available, and

(ii) During the construction of the Project, builder's risk insurance in form and amounts ~~reasonably satisfactory to~~ insure at 100% replacement cost, the City value of the work then under construction, and

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(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

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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 construction and to the extent caused by the negligent or willful acts of Developer, the injury to or death of any person at the Project, ~~injury to any property or caused by or at the Project, and (h) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project, except, in each of the foregoing instances described in (a) through (h) above, to the extent negligently or willfully and wrongfully caused by the City or its agents, employees, contractors or representatives~~

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E—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

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~~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, — —

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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, — — — —

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~~shall~~ shall, to the extent caused by their own conduct, 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 (except to the extent negligently or willfully and wrongfully caused by the City or its agents, employees, contractors or representatives)

(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~~the Project, 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,

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(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 in whole or in part by the Developer to (i) any entity owned by or controlled by a Developer without the City's consent, and (ii) any owner(s) of all or any portion of the Property, with the City's prior written consent, which consent shall not be granted or unreasonably withheld in the City's sole discretion, conditioned or delayed. In the event of any assignment as described above, Developer shall be released from its obligations hereunder with respect to such portion of the Property, provided, however, Developer may assign the assignee(s) agree to be bound by the applicable terms of 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, In addition, the Developer may collaterally assign this Agreement [and the Bond] 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's ownership of the Property, 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.~~

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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 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 A Memorandum of 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 any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached **Exhibit F**

Commented [A4]: Instead of a Memorandum, is there an issue with recording the entire Agreement?

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]

Personally appeared before me this ____ day of _____, ~~2020~~²⁰¹⁷~~2020~~, the above-named _____, the _____ of _____, 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 _____

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~~²⁰¹⁷~~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

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

EXHIBIT C

**INDUSTRIAL SPEC AND/OR COMMERCIAL USE BUILDINGS AND
DEVELOPMENT SCHEDULE**

EXHIBIT F

Memorandum of Development Agreement

MEMORANDUM OF DEVELOPMENT AGREEMENT

Document Number

Document Title

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the ____ day of _____, 2020, by and between [_____, a Wisconsin _____, and assigns] ("**Developer**"), and the **CITY OF FRANKLIN**, a municipal corporation of Milwaukee County, Wisconsin ("**City**")

WITNESSETH:

WHEREAS, Developer and the City entered into that certain Development Agreement dated _____, 2020 ("**Development Agreement**") The full Development Agreement is available for inspection and copies can be obtained at the City of Franklin City Hall, and

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Milwaukee County, State of Wisconsin in order to place third parties on notice of the Development Agreement and Developer's and the City's rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the City hereby acknowledge as follows

1 **PROPERTY.** The "**Property**" is land located in the City of Franklin, Milwaukee County, State of Wisconsin, legally described on Exhibit A attached hereto

2 **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms

Recording Area

Name and Return Address

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PIN

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3 **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the City with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4 **COUNTERPART SIGNATURES.** This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Developer and the City have executed this Memorandum effective as of the date first written above.

DEVELOPER

CITY

CITY OF FRANKLIN

By _____
Name
Title

By _____
Stephen R. Olson, Mayor

By _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
)ss
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2020, the above-named _____, the _____ of _____, 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 _____

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2020, the above-named Stephen R. Olson and Sandra L. Wesolowski, Mayor 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 _____

This Document was drafted by

EXHIBIT A
LEGAL DESCRIPTION

Certified Survey Map No _____

Tax Key No _____

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

JHB PROPERTIES, LLC AND ZS ENTERPRISES, LLC
FRANKLIN CORPORATE PARK MIXED USE DEVELOPMENT, PHASE I
INDUSTRIAL SPEC BUILDINGS MIXED USE DEVELOPMENT

rough draft 7/30/20

August 2020

**DEVELOPMENT AGREEMENT
FOR
JHB PROPERTIES, LLC AND ZS ENTERPRISES, LLC
FRANKLIN CORPORATE PARK MIXED USE DEVELOPMENT, PHASE I
~~INDUSTRIAL SPEC BUILDINGS MIXED USE DEVELOPMENT~~**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day 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, 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 an ~~Industrial-Spec And Or Commerical Use Buildings Development Mixed Use 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 (IN WORDS) _____ and 00/100 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 \$_____, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee ~~shall~~ may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which 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, ~~through the one (1) year guarantee period as set forth under Paragraph 13 below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder.~~ For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Development. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Developer. ~~If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.~~

7. The following special provisions shall apply: [*n b* : (a) & (f) remain, balance are adds/deletions]
- (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 Developer will provide to the City 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 or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for 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 _____.
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.]

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
FRANKLIN CORPORATE PARK MIXED USE DEVELOPMENT, PHASE I NAME OF
DEVELOPMENT**

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
FRANKLIN CORPORATE PARK MIXED USE DEVELOPMENT, PHASE I [NAME OF DEVELOPMENT]

LEGAL DESCRIPTION
OF DEVELOPMENT

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
[NAME OF DEVELOPMENT]

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

[n b : subject to adds/deletions per specific Development requirements]

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 *S

sewer plan and/or City Engineer, as necessary to provide adequate service for the final Development and drainage area.

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
[NAME OF DEVELOPMENT]**

GENERAL DEVELOPMENT REQUIREMENTS

[n b : subject to adds/deletions per specific 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 stonebase 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 [NAME OF DEVELOPMENT]

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:

[n b : subject to adds/deletions per specific Development requirements]

DESCRIPTION	COSTS
Grading (including Erosion Control)	
Sanitary System	
Water System	
Storm Sewer System	
Paving (including sidewalk)	
Street Trees (x \$400/lot)	
Street Lights () @ approximately \$5,000/ea.	
Street Signs	
Underground Electric, Gas and Telephone	
Retention Basin	
SUBTOTAL	
Engineering/Consulting Services	
Municipal Services (7% of Subtotal)	
Contingency Fund (20% of Subtotal)	
TOTAL:	

Total: _____ /100 Dollars.

APPROVED BY: _____ Date: _____

Glen E. Morrow, City Engineer

EXHIBIT "E"

TO

DEVELOPMENT AGREEMENT

FOR

[NAME OF DEVELOPMENT]

**ADDITIONAL DEVELOPMENT
REQUIREMENTS**

[n b : subject to adds/deletions per specific 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 ____ () 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 _____ 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 _____-inch diameter water main on _____ from the existing water main located at _____ 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 _____ 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 _____.
17. The Developer shall provide for the connection to the existing _____ and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
[NAME OF DEVELOPMENT]

CONSTRUCTION SPECIFICATIONS

[n b : subject to adds/deletions per specific Development requirements]

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

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/1/2020
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of September 1, 2020.

COUNCIL ACTION REQUESTED



414-425-7500

**License Committee
Agenda***

Aldermen's Room

September 1, 2020 6:15 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	Correa-Coria, Manuel 6388 S. 20 th Street Milwaukee, WI 53221 On the Border			
Operator 2020-2021 New	Keonoukhoun, Jenny 7839 S. Scepter Dr Apt 21 Franklin, WI 53132 Iron Mike's			
Operator 2020-2021 New	Borger, Heather M 511 Montana Ave South Milwaukee, WI 53172 Hideaway Pub & Eatery			
3.	Adjournment			
		Time		

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

APPROVAL <i>slw pd</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/1/2020
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I.</i>

Attached are vouchers dated August 14, 2020 through September 1, 2020 Nos. 179500 through Nos. 179634 in the amount of \$ 1,434,835.74. Also included in this listing are EFT's Nos. 4375 through Nos. 4380, Library vouchers totaling \$ 176.14 and Water Utility vouchers totaling \$ 53,010.44.

Early release disbursements dated August 14, 2020 through August 28, 2020 in the amount of \$ 1,063,116.80 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 August 28, 2020 is \$ 415,272.32 previously estimated at \$ 400,000.00. Payroll deductions dated August 28, 2020 are \$ 536,986.29 previously estimated at \$ 550,000.00.

The estimated payroll for September 11, 2020 is \$ 410,000.00 with estimated deductions and matching payments of \$ 229,000.00.

**** Tax settlements of \$9,552,102.39 were approved at the Council meeting on August 18, 2020.*

Approval to release the below vouchers once they have been approved for payment.

R&R Insurance	Workers Comp	\$ 33,146.00
R&R Insurance	LWMMI Insurance	\$ 22,805.00
Total		\$ 55,951.00

The Library Board has not approved August 2020 vouchers for payment as of this writing. Approval of Library vouchers will be considered at the August 31, 2020 meeting. Upon their approval, request is made to authorize the release of these payments not to exceed \$ 39,000.00.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of September 1, 2020 in the amount of \$ 1,434,835.74 and
- Payroll dated August 28, 2020 in the amount of \$ 415,272.32 and payments of the various payroll deductions in the amount of \$ 536,986.29 plus City matching payments and
- Estimated payroll dated September 11, 2020 in the amount of \$ 410,000.00 and payments of the various payroll deductions in the amount of \$ 229,000.00, plus City matching payments and
- Approval to release payments to miscellaneous vendors in the amount of \$ 55,951 00 and
- Approval to release Library vouchers not to exceed \$ 39,000.00.

ROLL CALL VOTE NEEDED