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CITY OF FRANKLIN  
COMMON COUNCIL MEETING\*  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*\*  
MONDAY, FEBRUARY 15, 2021 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes of the Regular Common Council Meeting of February 2, 2021.
- D. Hearings.
- E. Organizational Business:
  - 1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2021.
  - 2. Shaun Marefka, 7644 S. Mission Ct., Ald. Dist. 2, - Tourism Commission for a 1 year term expiring 12/31/2021.
  - 3. Edward Holpfer, 8058 S. 72nd Street, Ald. Dist. 1 - Tourism Commission for a 1 year term expiring 12/31/2021.
  - 4. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1 year term expiring 12/31/2021.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. Consent Agenda:
    - (a) Request from Fire Department for Approval to Replace 41 Portable Radios that are at the End of Their Service Life with 41 New APX 8000 Dual-Band Portable Radios, at a Cost not to Exceed \$296,000.
    - (b) Request from Sewer/Water Utilities to Purchase a Vehicle and a Lawn Mower.
    - (c) Request for Authorization to Execute a Facility Usage/Indemnity Agreement with St. Martin of Tours Parish for Use as a Polling Location on February 16 and April 6, 2021.
  - 2. Parks Commission Request for Funds to Install a Bench in Honor of Past Commission Chair Megna in Ernie Lake Park.

3. Motion to allow the Director of Health and Human Services to Sign a Data Use Agreement with Milwaukee County Office of Emergency Management to Utilize Wisconsin Electronic Disease Surveillance System (WEDSS) and the Wisconsin Immunization Registry (WIR).
4. A Resolution Conditionally Approving a Condominium Plat for the 7930-32 S. 68th St. Condominiums Development at 7930 South 68th Street (Randall R. Holterman, Trustee, Raymond and Carol Holterman Revocable Trust, Applicant).
5. A Resolution Authorizing the Installation of a Community Fire Pit with a Surrounding Stone Circle and an Affidavit of Correction to Reduce the Stormwater Drainage Easement #1 Within Outlot 1 of Ryanwood Manor Subdivision Located at Approximately 10116 South Creekview Court (Tax Key No. 934-0033-000) (Oakwood at Ryan Creek, LLC, Applicant).
6. Request to Make 2021 Scheduled \$576,925 Municipal Revenue Obligation Payment to TI Investors and to Include a \$473,300 Prepayment From TID 3.
7. Agreement by and Between Milwaukee Milkmen Baseball, LLC, ROC Ventures, LLC and the Franklin Tourism Commission with Regard to Naming Rights, Signage in Relation Thereto, Logo Presentation Usage and the Creation of a Tourism Entity with Regard to the Ballpark Commons Baseball Stadium Use, and Tourism Promotion and Tourism Development, Respectively, and a Potential Agreement Between the City of Franklin and the Franklin Tourism Commission in Relation Thereto. 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 an agreement by and between Milwaukee Milkmen Baseball, LLC, ROC Ventures, LLC and the Franklin Tourism Commission with regard to naming rights, signage in relation thereto, logo presentation usage and the creation of a tourism entity with regard to the Ballpark Commons Baseball Stadium use, and tourism promotion and tourism development, respectively, and a potential agreement between the City of Franklin and the Franklin Tourism Commission in relation thereto, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
8. Address Employee Complaint. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and Wis. Stat. § 19.85(1)(f) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, to strategize on how to address employee complaint, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits.

Miscellaneous Licenses - License Committee Meeting of February 15, 2021.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

\*\*Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website [www.franklinwi.gov](http://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:

February 16	Spring Primary Election	7:00 a.m. to 8:00 p.m.
February 18	Plan Commission Meeting	7:00 p.m.
March 2	Common Council Meeting	6:30 p.m.
March 4	Plan Commission Meeting	7:00 p.m.
March 16	Common Council Meeting	6:30 p.m.
March 18	Plan Commission Meeting	7:00 p.m.

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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FEBRUARY 2, 2021  
MINUTES

- ROLL CALL                    A.            The regular meeting of the Common Council was held on February 2, 2021, and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderwoman Kristen Wilhelm, Alderwoman Shari Hanneman, Alderman Mike Barber and Alderman John R. Nelson. Excused was Alderman Daniel 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.
- ARBOR DAY                B.2.            Mayor Olson presented a Proclamation to Designate May 1, 2021 as Arbor Day in the City.
- MINUTES  
JANUARY 19, 2021        C.            Alderman Barber moved to approve the minutes of the regular Common Council Meeting of January 19, 2021 as presented at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- NEXTGEN9-1-1            G.1.            Alderman Nelson moved to authorize the Chief of Police to accept a Federal Grant of \$65,671.95 to apply to NextGen9-1-1 telephone project. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- POLICE  
DEPARTMENT  
PURCHASES                G.2.            Alderwoman Wilhelm moved to authorize the purchase of Police vehicles and equipment as requested in the amount of \$444,600 from the approved Police Department 2021 Budget. Seconded by Alderman Barber. All voted Aye; motion carried.
- HEALTH  
DEPARTMENT  
GRANTS                    G.3.            Alderwoman Hanneman moved to authorize the Director of Health and Human Services to accept the 2021 Consolidated Contract Grants for the following programs: Childhood Immunizations, Maternal Child Health, Lead Poisoning Prevention and Enhancing Detection and Laboratory Capacity. Seconded by Alderman Barber. All voted Aye; motion carried.
- ORD. 2021-2456  
REVISED HOTEL  
TAX RATE                    G.4.            Alderman Dandrea moved to adopt Ordinance No. 2021-2456, AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE GENERAL FUND AND ESTABLISHING A REVISED HOTEL TAX RATE TO CHANGE THE EFFECTIVE DATE OF THE

HOTEL TAX TO MARCH 1, 2021. Seconded by Alderwoman Hanneman. On roll call all voted Aye. Motion carried.

ORD. 2021-2457  
2020 BUDGET  
ENCUMBRANCES

G.5. Alderman Barber moved to adopt Ordinance No. 2021-2457, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE GENERAL FUND, DEVELOPMENT FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, CAPITAL IMPROVEMENT FUND, TID 4, TID 5, TID 7, TID 8 FUNDS AND THE SANITARY SEWER FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2021 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2020 BUDGET AS AMENDMENTS TO THE 2021 BUDGET. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

LICENSES AND  
PERMITS

H. Alderman Nelson moved to approve the following:

Grant 2020-2021 Operator licenses to: Deanna L Bucher, 2743 76th St, Franksville; Sarah S Nickolaus, 2935 Cherry Tree Ct., Racine; Erik K Schleif, 10027 W Whitnall Edge Dr, Unit A, Franklin;

Hold the 2020-2021 Operator License application of Heather M Flores, 8028 S Wildwood Dr, #202, Oak Creek, for appearance;

Grant the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grants to the Franklin Police Citizens Academy Alumni for St. Martins Fair Labor Day Permit, Sept. 5 and 6, 2021, St. Martins Fair; and St Martin of Tours Church for St Martins Labor Day Fair for Permit, Food, Nonintoxicating Beverage Licenses, Sept. 5 and 6, 2021, St Martins Fair; and

Table the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant application from Rainbow Aero Modelers Society for Metal Carport, Planning and Inspection Permits, Spring/Summer 2021, 7000 W Oakwood Rd.

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

VOUCHERS AND  
PAYROLL

I. Alderman Barber moved to approve the following: City vouchers with an ending date of February 1, 2021 in the amount of \$4,901,716.31; Payroll dated January 29, 2021 in the amount of \$403,836.98 and payments of the various payroll deductions in the amount of \$539,716.22 plus City matching payments; Estimated payroll dated February 12, 2021 in the amount of \$395,000 and payments of the various payroll deductions in the amount of \$242,000, plus City matching payments; Property Tax disbursements with an ending date

of January 28, 2021 in the amount of \$7,571,237.63. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

ORVILLE SEYMER v. G.6.  
CITY OF FRANKLIN

Alderman Dandrea moved to enter closed session at 6:42 p.m. pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 7:14 p.m.

ADJOURNMENT J.

Alderman Nelson moved to adjourn the meeting at 7:14 p.m. Seconded by Alderman Dandrea. All voted Aye; motion carried.

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<p style="text-align: center;"><b>APPROVAL</b> <i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> 02-15-21</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Mayoral Appointments</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b> E.</p>

The Mayor has made the following appointments for Council confirmation:

1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2021.
2. Shaun Marefka, 7644 S. Mission Ct., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2021.
3. Edward Holpfer, 8058 S. 72nd Street, Ald. Dist. 1 - Tourism Commission for a 1 year term expiring 12/31/2021.
4. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1 year term expiring 12/31/2021.

### **COUNCIL ACTION**

Motion to confirm the following Mayoral appointments:

1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2021.
2. Shaun Marefka, 7644 S. Mission Ct., Ald. Dist. 2 - Tourism Commission for a 1 year term expiring 12/31/2021.
3. Edward Holpfer, 8058 S. 72nd Street, Ald. Dist. 1 - Tourism Commission for a 1 year term expiring 12/31/2021.
4. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1 year term expiring 12/31/2021.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><i>2/15/21</i></p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p><b>Request Common Council Approval to Replace 41 portable radios that are at the end of their service life with 41 new APX 8000 dual-band portable radios, at a cost not to exceed \$296,000.</b></p>	<p><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.I. (a)</i></p>

The Fire Department is seeking council approval to purchase a total of 41 Motorola APX 8000 Dual Band Portable Radios. This purchase is to replace the departments current XTS 5000 Portable radios, which are at the end of their service life and are no longer serviced or supported by the manufacturer and are increasingly prone to failure. The portable radio is quite literally a firefighter's lifeline during life-threatening emergencies, and the importance of a functional handheld radio - worn by all personnel on all incidents - cannot be overstated.

The 2021 budget request originally indicated that 42 radios would be replaced, however this was amended down to 41 radios in order to stay within the budget appropriation. The request includes 35 dual band (800 MHz and VHF) and six all-band (800, VHF, and UHF) allowing to firefighters and EMS providers to operate outside of Milwaukee County without having to maintain and carry a second set of portable radios. Also included are protective cases and straps, so that the radios may be worn under structural turnout gear where they are protected from extreme conditions. Expected service life is 15 to 20 years. The request includes re-programming of the department's existing mobile (vehicle mounted) radios to match the new talk-group template.

Portable radio replacement was the single highest priority fire department capital request, and the appropriation was included in the Mayor's recommended budget, as approved by Council. That appropriation will fund 100% of the purchase cost, not to exceed \$296,080.

### COUNCIL ACTION REQUESTED

**Motion to approve Fire Department purchase of 41 Motorola APX 8000 hand-held portable radios with existing appropriation in the 2021 Equipment Replacement Fund, at a cost not to exceed \$296,000.**

**Adam Remington**

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**From:** James Mayer  
**Sent:** Wednesday, February 3, 2021 9:51 AM  
**To:** Adam Remington  
**Cc:** Shannon Anthoine  
**Subject:** Radio Purchase information for Council Action  
**Attachments:** QUOTE-1405135-1.pdf, Franklin FD Mobile Template and Programming 12212020 (1) xls

Chief,


Here are the quotes from Motorola for the portable radio replacement (41 total units) and a programming estimate to make the vehicle radios match the new portables.

41 new portable radios - \$288,645.30  
Programming estimate - \$5190.00  
New protective cases @ \$44/ea. = \$1804.00  
Total investment - \$295,639.30

They will be replacing our fleet of XTS5000 portable radios that are over 15 years old and no longer supported (parts or repair) by the manufacturer.

Let me know if you need anything further,

Jim

	<p><b>James Mayer</b> <b>Assistant Chief - Operations   City of Franklin</b> <b>Station – 414-425-1420</b> <b>Desk – 414-427-7586</b> <b>Mobile – 414-426-4191</b></p>
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Notes	2020 Projected	2021 FORECAST	2021 DEPT REQUES	2021 MAYOR'S REC	2021 PROPOSED	2021 D? ADOPTED
Replacement of 800 Mhz Portable Radios (\$296,080) Priority #1 This is the scheduled end-of-life replacement of the departments 42 portable radios. The portable radio is quite literally the first responder's life-line, by which he or she is dispatched to emergency calls, exchanges information, orders, and condition reports; and calls for help when needed. All on-duty personnel wear a portable radio at nearly all times, and for safety reasons, the radio is worn on a strap/holster which allows it to be worn beneath protective turnout gear. The request includes the strap/holster for each radio, along with remote collar mic/speaker and all programming costs. Mobile (vehicle-mounted) 800 radios are replaced as the vehicles are replaced, and are not	0.00	0.00	296,080.00	296,000.00	296,000.00	296,000.00 N
2020 Projects	11,000.00	0.00	0.00	0.00	0.00	0.00 N
	<u>11,000.00</u>	<u>0.00</u>	<u>296,080.00</u>	<u>296,000.00</u>	<u>296,000.00</u>	<u>296,000.00</u>

Billing Address:  
 FRANKLIN FIRE DEPARTMENT,  
 CITY OF  
 FRANKLIN FIRE DEPT, CITY OF  
 8901 W DREXEL AVE  
 FRANKLIN, WI 53132  
 US

Quote Date:01/25/2021  
 Expiration Date:04/25/2021  
 Quote Created By:  
 David Feiler  
 dfeiler@baycominc.com

End Customer:  
 FRANKLIN FIRE DEPARTMENT, CITY  
 OF

Contract: 24752 - WCA

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2 5	35	\$5,983 00	\$4,367.59	\$152,865.65
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	35	\$5.00	\$3.65	\$127.75
1b	Q806CB	ADD. ASTRO DIGITAL CAI OPERATION	35	\$515 00	\$375.95	\$13,158.25
1c	Q361AN	ADD P25 9600 BAUD TRUNKING	35	\$300 00	\$219.00	\$7,665 00
1d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	35	\$0.00	\$0 00	\$0 00
1e	QA02006AC	ENH. APX8000XE RUGGED RADIO	35	\$800.00	\$584.00	\$20,440.00
1f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	35	\$115 00	\$115 00	\$4,025 00
1g	QA01767AB	ADD. P25 LINK LAYER AUTHENTICATION	35	\$100.00	\$73.00	\$2,555.00
1h	QA05509AA	DEL DELETE UHF BAND	35	-\$800.00	-\$584 00	-\$20,440.00
1i	H38BS	ADD SMARTZONE OPERATION	35	\$1,500 00	\$1,095 00	\$38,325.00
1j	QA01427AG	ALT APX8000/XE HOUSING GREEN	35	\$25 00	\$18 25	\$638 75
2	LSV00Q00202A	DEVICE PROGRAMMING	35	\$95 00	\$95 00	\$3,325.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
3	LSV00Q00202A	DEVICE PROGRAMMING	6	\$95.00	\$95.00	\$570.00
4	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	6	\$5,983.00	\$4,367.59	\$26,205.54
4a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	6	\$5.00	\$3.65	\$21.90
4b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	6	\$515.00	\$375.95	\$2,255.70
4c	Q361AN	ADD P25 9600 BAUD TRUNKING	6	\$300.00	\$219.00	\$1,314.00
4d	Q667BB	ADD ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	6	\$0.00	\$0.00	\$0.00
4e	QA02006AC	ENH: APX8000XE RUGGED RADIO	6	\$800.00	\$584.00	\$3,504.00
4f	Q58AL	ADD. 3Y ESSENTIAL SERVICE	6	\$115.00	\$115.00	\$690.00
4g	QA01767AB	ADD: P25 LINK LAYER AUTHENTICATION	6	\$100.00	\$73.00	\$438.00
4h	H38BS	ADD SMARTZONE OPERATION	6	\$1,500.00	\$1,095.00	\$6,570.00
4i	QA01427AG	ALT APX8000/XE HOUSING GREEN	6	\$25.00	\$18.25	\$109.50
5	PMLN6852A	BEHIND THE HEAD H/DUTY HEADSET, GCAI	1	\$330.00	\$240.90	\$240.90
6	NNTN7624C	CHARGER,CHR IMP VEH EXT NA/EU KIT	2	\$472.00	\$344.56	\$689.12
7	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	4	\$165.00	\$120.45	\$481.80
8	PMMN4107C	XE500 EXTREME TEMP REMOTE SPKR MIC GREEN, NEXT GEN FIRE RSM MODEL 1.5	41	\$550.00	\$401.50	\$16,461.50
9	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	24	\$193.00	\$140.89	\$3,381.36



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Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
10	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	3	\$1,375.00	\$1,003.75	\$3,011.25
11	NLN7967A	MULTI-UNIT CHARGER WALL MOUNT KIT	1	\$21.00	\$15.33	\$15.33

Grand Total

**\$288,645.30(USD)**

## Notes:

- **PLEASE BE ADVISED:** Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



# BAYCOM

Dave Feiler  
W239 N2890 Pewaukee Road  
Pewaukee, WI 53072  
D: 414-546-7625  
[dfeiler@baycominc.com](mailto:dfeiler@baycominc.com)

City of Franklin  
Fire Department  
Attn: James Mayer  
12/21/2020

## TEMPLATE AND PROGRAMMING SUBJECT: Motorola Mobile Radio Template redesign and Programming / 12212020

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING  
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<del>Template Design</del> APX6500 Template Design	\$430 00	\$0 00
1	APX7500 Template Design	\$430 00	\$430 00
1	APX8500 Template Design	\$430 00	\$430 00
1	XTL2500 Template Design	\$430 00	\$430 00
1	XTL5000 Template Design	\$430 00	\$430 00
			\$0 00
			\$0 00
	<del>Subscriber Programming / Customer Location</del> APX6500 Subscriber Programming	\$95 00	\$380 00
4	APX7500 Subscriber Programming	\$95 00	\$380 00
4	APX8500 Subscriber Programming	\$95 00	\$95 00
1	XTL2500 Subscriber Programming	\$95 00	\$95 00
1	XTL5000 Subscriber Programming	\$95 00	\$1,900 00
20			\$0 00
2	Travel Charge / Milwaukee County	\$95 00	\$190 00
			\$0 00
			\$0 00
EQUIPMENT COST:			\$5,190 00
SHIPPING			\$0 00

PURCHASE PRICE: \$5,190.00

Payment With Order NET 30 Days  
Quotation Good for 2021

**Approved By:**

Your Signature Is An Agreement To Purchase And An Acceptance Of The Above Terms  
All of the information listed on this proposal is confidential and proprietary information  
**If You Have Any Questions Please Contact Dave Feiler at 414-546-7625.**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



**MOTOROLA**  
Authorized Dealer



APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE February 15, 2021
REPORTS AND RECOMMENDATIONS	AUTHORIZATION FOR SEWER/WATER UTILITIES TO PURCHASE A VEHICLE AND LAWN MOWER	ITEM NUMBER <i>G.1.(b)</i>

**BACKGROUND**

Per the Common Council’s direction, at their meeting held on January 19, 2021, quotes were obtained by Sewer/Water staff. These quotes were forwarded to the Board of Public Works for review at their February 9, 2021, meeting. The following is the recommendation by the Board of Public Works for a vehicle & lawn mower purchases to be made through the 2021 Sanitary Sewer Capital Vehicle funds & Sewer Capital Contribution Account (Shop Equipment).

**RECOMMENDATIONS**

- One (1) Zero Turn Lawn Mower to be purchased from Dreamscape Outdoors Inc., total cost \$12,479.00.
- One (1) Ford F-150 (4x4) Pickup Truck, to be purchased from Hiller Ford Automotive Group, Total cost \$49,500.00.

Vendors listed are authorized vendors. Quotes requested from Dreamscape Outdoors Inc. provides competitive bids matching. Quote provided by Hiller Ford Automotive Group provides competitive bid matching from the Wisconsin Municipal bid contract.

**COUNCIL ACTION REQUESTED**

Authorize Sewer/Water Utility staff to purchase the above listed vehicle & lawn mower through the listed recommended vendors recommended by the Board of Public Works.

S&W - MR

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<p><b>APPROVAL</b></p> <p><i>slw</i></p>	<p><b>COMMITTEE OF THE WHOLE</b></p>	<p><b>MEETING DATE</b></p> <p>2/15/2021</p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p><b>Request for Authorization to Execute a Facility Usage/Indemnity Agreement with St. Martin of Tours Parish for use as a Polling Location on February 16 and April 6, 2021</b></p>	<p><b>ITEM NUMBER</b></p> <p>G.1.(a)</p>

Attached is an agreement with St. Martin of Tours Parish for the use as a polling location for Aldermanic District 6 on February 16 and April 6, 2021. The City has provided a certificate of insurance to the Parish as requested.

Funds in the amount of \$150 per election have been approved in the 2021 Elections Budget.

**COUNCIL ACTION REQUESTED**

Motion to authorize execution of the Facility Usage/Indemnity Agreement with St. Martin of Tours Parish for use as a polling location on February 16 and April 6, 2021.

**FACILITY USAGE/INDEMNITY AGREEMENT**

PARISH: St. Martin of Tours

FACILITY USER: City of Franklin

DATES OF FACILITY USAGE: 2-16-21 & 4-6-21

TYPE OF FACILITY USAGE: Election Dates

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named PARISH.

FACILITY USER agrees to provide a certificate of insurance to the PARISH which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATES OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the PARISH by FACILITY USERS' employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH.

If and only if FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, whether such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of the FACILITY USER.

<b><u>CONTRACT APPROVAL</u></b>	
Mayor _____	Date _____
Director of Clerk Services/City Clerk _____	Date _____
Director of Finance & Treasurer _____	Date _____
City Attorney (as to form) _____	Date _____
Common Council Approval _____	Date _____

<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 2/15/21
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>PARKS COMMISSION REQUEST FOR FUNDS TO INSTALL A BENCH IN HONOR OF PAST COMMISSION CHAIR MEGNA IN ERNIE LAKE PARK</b>	<b>ITEM NUMBER</b> <i>G. 2.</i>

The Parks Commission would like to honor Mr. Tony Megna’s many years of dedicated service to the City of Franklin’s Parks Commission, most recently as the Commission Chair.

At the February 8, 2021 Parks Commission meeting, the Commission adopted a motion “to ask the Common Council for up to \$2,000 for materials and labor to install a park bench in honor of Tony Megna’s Service to the City.”

The Commission has reviewed a variety of bench types and propose to purchase install a metal or stone bench with engraving or a plaque in Ernie Lake Park.

The Department of Public Works can install the necessary concrete pad.

This item was not budgeted for in the 2021 parks budget. The use of maintenance funds for this purchase could have a negative impact on overall park maintenance this year.

**Fiscal Note**

The purchase of the bench will require use of Parks Maintenance appropriations.

**COUNCIL ACTION REQUESTED**

A motion to approve the request for up to \$2,000 for materials and labor to install a park bench in honor of Tony Megna’s Service to the City in Ernie Lake Park (8000 S. Chapel Hill Dr.).

Or

A motion to include a request for up to \$2,000 for materials and labor to install a park bench in honor of Tony Megna’s Service to the City in Ernie Lake Park (8000 S. Chapel Hill Dr.) in the 2022 Parks Maintenance budget.

Or

A motion to take action on the above item as the Common Council deems appropriate.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">2/15/2021</p>
<p style="text-align: center;"><b>Reports and Recommendations</b></p>	<p style="text-align: center;">Motion to allow the Director of Health and Human Services to sign a Data Use Agreement with Milwaukee County Office of Emergency Management to utilize Wisconsin Electronic Disease Surveillance System (WEDSS) and the Wisconsin Immunization Registry (WIR).</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G. 3.</p>

**Background:** The Milwaukee County Office of Emergency Management (OEM) have been collecting COVID-19 data throughout the pandemic to conduct surveillance and assist in pandemic planning. WEDSS data has been used throughout 2020 to show disease burden in the county. In order to continue this work in 2021 an agreement is needed between OEM, the Wisconsin Department of Health Services, and the individual municipalities for OEM to continue to access this data and to now include WIR data to analyze immunization rates.

**Analysis:** The Data Use Agreement will allow Franklin data to continue to be analyzed with county data.

- Options:**
1. Allow the signing of the Data Use Agreement with OEM and Wisconsin Department of Health Services
  2. Deny signing the Data Use Agreement

**Recommendation:** The Director of Health and Human Services recommends allowing the signing of the Data Use Agreement.

**Fiscal Note:** There is no fiscal impact for this access to the City of Franklin

**COUNCIL ACTION REQUESTED**

The Director of Health and Human Services requests a motion to allow the signing of the Data Use Agreement with OEM to access WEDSS and WIR data.

**Wisconsin Department of Health Services  
Contract Centralization Legal Review**

Agreement Number: **DHS - Milwaukee County Unified Emergency Operations Center -  
DUA for WEDSS and WIR**

Bureau of Procurement and Contracting (BPC) Review:

This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:

Please find the linked Agreement for Use of Regional Data for the Wisconsin Electronic Disease Surveillance System (WEDSS)/Wisconsin Immunization Registry (WIR) to be used by the Milwaukee County Unified Emergency Operations Center

Office of Legal Counsel (OLC) Review and Approval:

This agreement has been reviewed and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by

*Cody Wagner*

31F480248CEC464  
Name: Cody Wagner

Title: Office of Legal Counsel

2/8/2021

Date Signed

**Milwaukee County Unified Emergency Operations Center**  
Wisconsin Electronic Disease Surveillance System (WEDSS)/Wisconsin Immunization Registry (WIR)  
**Agreement for Use of Regional Data**

The Milwaukee County and the Milwaukee County Unified Emergency Operations Center (MKE UEOC) need WEDSS and WIR data in order to (1) facilitate analysis of COVID morbidity in Milwaukee County, (2) track and guide the distribution of the COVID-19 vaccines ensuring the most vulnerable populations have equitable access, and (3) ensure transparency with the public about vaccine distribution. This data will be used for internal UEOC analytics and reporting, reporting the summarized data on the Milwaukee County COVID-19 Dashboard, and communicating with the media. Data shared by the UEOC will be summarized at the aggregate level to protect patient identity. The only individuals to have access to and/or use the raw data are on the Milwaukee County COVID-19 dashboard team and UEOC Epi Intel Team who prepare, post, and analyze the data. Milwaukee County, as one partner within the UEOC will be managing entity for this contract.

By signing this agreement, the MKE UEOC and their staff agree to:

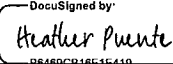
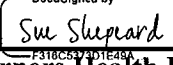


- Comply with the Wisconsin Division of Public Health (DPH) Wisconsin Immunization Registry (WIR) and Wisconsin Electronic Disease Surveillance System (WEDSS) Security and Confidentiality Policies and their organization's standard policies and procedures related to confidentiality and release of personally identifying health information.
- Limit their WEDSS/WIR use of data to approved public health purposes defined in relevant state statute and administrative rules.
- Limit their WEDSS/WIR data access to secured and authorized locations and computers.
- Carefully and deliberately safeguard their WEDSS and WIR user IDs and passwords in accordance with the WEDSS and WIR Security and Confidentiality Policies and my organization policies and procedures. Individuals will not use another person's password nor disclose their own.
- Promptly report to their Local Organization Administrator or Local Security Officer any threat to or violation of the WEDSS and/or Security and Confidentiality Policy.
- Hold exported data securely by using protective software such as encryption and passwords.

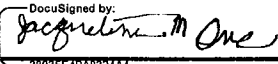
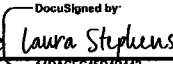
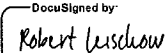
By signing this agreement, the MKE UEOC and their staff agree not to:

- Obtain or access information outside their defined regional roles.
- Edit another jurisdiction's record unless working in collaboration with that agency or as agreed upon when providing Mutual Aid.
- Furnish identifying information or documentation obtained from WEDSS/WIR to any unauthorized person.
- Copy the database or software used to access the WEDSS/WIR database.
- Knowingly falsify any document or data entered into or released through WEDSS/WIR.

**Local Public Health Agencies within the Milwaukee County Unified Emergency Operations Center staff**

As members of the MKE UEOC, we request the access to regional WEDSS and WIR jurisdiction security groups that include the following health department jurisdictions:

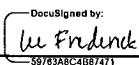
<p><b>Cudahy Health Department</b> 5050 South Lake Drive Cudahy, WI 53110</p> <p>414-769-2239 414-769-2291 (Fax)</p> <p>Heather Puente (Interim Health Officer) heatherp@ci.cudahy.wi.us</p>	<p><b>Franklin Health Department</b> 9229 West Loomis Road Franklin, WI 53132-9630</p> <p>414-425-9101 414-427-7539 (Fax)</p> <p>Courtney Day (Health Officer) cday@franklinwi.gov</p>
<p>Signature  Date 2/10/2021</p>	<p>Signature _____ Date _____</p>
<p><b>Greendale Health Department</b> 5650 Parking St. Greendale, WI 53129</p> <p>414-423-2110 414-858-9111 (Fax)</p> <p>Sue Sheppard (Health Officer) sshpepard@greendale.org</p>	<p><b>Greenfield Health Department</b> 7325 West Forest Home Ave. Greenfield, WI 53220</p> <p>414-329-5275 414-543-5713 (Fax)</p> <p>Darren J. Rausch, M.S. (Health Officer) darrenr@greenfieldwi.us</p>
<p>Signature  Date 2/8/2021</p>	<p>Signature _____ Date _____</p>
<p><b>Hales Corners Health Department</b> 5635 South New Berlin Road (Mailing)</p> <p>5885 S. 116th St. (Agency Location) Hales Corners, WI 53130</p> <p>414-529-6155 414-529-6157 (Fax)</p> <p>Kathy Radloff (Health Officer) kradloff@halescornerswi.org</p>	<p><b>Milwaukee City Health Department</b> 841 North Broadway 3rd Floor Milwaukee, WI 53202</p> <p>414-286-3521 (Main) 414-286-5990 (Fax)</p> <p>Marlaina Jackson (Interim Health Commissioner) majacks@milwaukee.gov</p> <p>Claire Evers (Environmental Health) cevers@milwaukee.gov</p> <p>Sanjib Bhattacharyya, Ph.D. (Laboratory Director) sbhatt@milwaukee.gov</p>
<p>Signature _____ Date _____</p>	<p>Signature _____ Date _____</p>
<p><b>North Shore Health Department</b> Serves: Bayside, Brown Deer, Fox Point, Glendale, River Hills, Shorewood and Whitefish Bay</p> <p>4800 West Green Brook Drive Brown Deer, WI 53223-2496 414-371-2980</p> <p>Shorewood 2010 E. Shorewood Boulevard Shorewood, WI 53211 414-371-2988 (Fax)</p> <p>Ann Christiansen (Health Officer) achristi@nshealthdept.org</p>	<p><b>Oak Creek Health Department</b> 8040 S. 6th St. Oak Creek, WI 53154</p> <p>414-766-7950 414-766-7977 (Fax)</p> <p>Darcy DuBois (Health Officer) ddubois@oakcreekwi.org(link sends e-mail)</p>
<p>Signature  Date 2/11/2021</p>	<p>Signature  Date 2/11/2021</p>

<p><b>South Milwaukee Health Department/St. Francis</b>                  2424 15th Ave.                  So. Milwaukee, WI 53172</p> <p>414-768-8055                  414-768-5720 (Fax)</p> <p>Jacqueline Ove (Health Officer)                  ove@smwi.org(link sends e-mail)</p>	<p><b>Wauwatosa Health Department</b>                  7725 West North Ave.                  Wauwatosa, WI 53213-0068</p> <p>414-479-8936 (Main)                  414-471-8483 (Fax)</p> <p>Laura Stephens (Interim Health Officer)                  lstephens@wauwatosa.net(link sends e-mail)</p>
<p>Signature  Date 2/8/2021</p>	<p>Signature  Date 2/9/2021</p>
<p><b>West Allis Health Department/West Milwaukee Village</b>                  7120 West National Ave.                  West Allis, WI 53214</p> <p>414-302-8600                  414-302-8628 (Fax)</p> <p>Robert Leischow (Health Officer)                  bleischow@westalliswi.gov</p>	
<p>Signature  Date 2/10/2021</p>	

**Milwaukee County Unified Emergency Operations Center AGENCY STAFF AUTHORIZATION AND AGREEMENT TO ACCESS CASE MANAGEMENT RECORD DATA THROUGH WEDSS/WIR OR ANY OTHER MEANS**

All local public health agency staff that have been authorized to have access to identifying case management records or other related information must have a signed authorization on file with the Wisconsin Division of Public Health. The local health officer or designee must also verify this document with a signature. This is to verify that all parties have read and agree to the above.

I have read, understand, and agree to abide by the WEDSS and WIR Security and Confidentiality Policies and the above requirements. I understand that a WEDSS and WIR State or Local Organization Administrator and a WEDSS and WIR State or Local Security Officer may audit my WEDSS and WIR transactions at any time to ensure compliance with the WEDSS Security and Confidentiality Policy. I understand that if I violate the WEDSS and/or WIR confidentiality requirements, my access to WEDSS/WIR data can be terminated and I may be subject to civil, criminal or employment penalties.

LPHA Staff Signature	Date Signed	Typed or Printed Name	Name of Organization
		Shannon Gramann	Milwaukee County
		Zachary Swingen	Milwaukee County
	2/12/2021	Lee Frederick	Milwaukee County
		Linda Mattrisch	Milwaukee County
		Rebecca Funk	Milwaukee County
		Charlie Wang	Milwaukee County

		Brad Joost	Milwaukee County
		Yuliya Melnyk	Milwaukee County
		Joachim Pereira	Milwaukee County
		Greg Stadter	Milwaukee Healthcare Partnership
		Mallory O'Brien	Medical College of Wisconsin
		Kwang Woo Ahn	Medical College of Wisconsin
		Kirsten Beyer	Medical College of Wisconsin
		Yuhong Zhou	Medical College of Wisconsin
		Lisa Rein	Medical College of Wisconsin
		Sima Namin	Medical College of Wisconsin
		Chima Anywanwu	Medical College of Wisconsin
		Nisha Patel	Medical College of Wisconsin
		Rachel Weber	Medical College of Wisconsin
		Bethany Canales	Medical College of Wisconsin

I attest that the persons named above has read the above: that I have thoroughly explained the significance and necessity of adhering to the policy as outlined in this document and that I have witnessed the proper signing of this document.

\_\_\_\_\_  
Milwaukee County Executive Signature

\_\_\_\_\_  
Date Signed

David Crowley

\_\_\_\_\_  
Typed or Printed Name of Milwaukee County Executive

\_\_\_\_\_  
Wisconsin Division of Public Health Deputy Administrator Signature

\_\_\_\_\_  
Date Signed

Chuck Warzecha

\_\_\_\_\_  
Typed or Printed Name of Wisconsin Division of Public Health Deputy Administrator

Local Organization Administrators must keep this document on file for all users granted WEDSS and WIR access.

### Certificate Of Completion

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Subject DHS - Milwaukee County Unified Emergency Operations Center - DUA for WEDSS and WIR

Source Envelope

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Signatures 9

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Matt Christensen

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Madison, WI 53703

Matthew.Christensen@dhs.wisconsin.gov

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Pool DHS

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Location DocuSign

### Signer Events

Cody Wagner

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Office of Legal Counsel

Wisconsin Department of Health Services

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Health Director/Health Officer

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Brad Joost

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Charlie Wang

Charlie.Wang@milwaukeecountywi.gov

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Courtney Day  
cday@franklinwi.gov  
Director of Health & Human Services  
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Courtney Jankowski  
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Darcy DuBois  
ddubois@oakcreekwi.org  
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(None)

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Darren J. Rausch  
darrenr@greenfieldwi.us  
Health Officer/Director  
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Greg Stadter  
gstadter@mkehcp.org  
Program Director, Milwaukee Health Care  
Partnership  
Security Level Email, Account Authentication  
(None)

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Heather Puente  
HeatherP@cudahy.wi.us  
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(None)

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## Signature

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*Heather Puente*  
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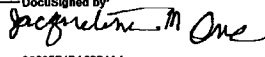
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## Signer Events

Jacqueline Ove  
ove@smwi.org  
Public Health Administrator  
Security Level Email, Account Authentication  
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## Signature

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Joachim Pereira  
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Kathy Radloff  
kradloff@halescornerswi.org  
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Kirsten Beyer  
kbeyer@mcw.edu  
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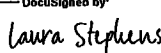
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Kwang Woo Ahn  
kwoohahn@mcw.edu  
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Laura Stephens  
lstephens@wauwatosa.net  
Interim Health Officer  
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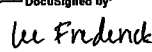
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Lee Frederick  
Lee.Frederick@milwaukeecountywi.gov  
Security Level Email, Account Authentication  
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**Signer Events**

Linda Mattrisch  
 Linda Mattrisch@milwaukeecountywi.gov  
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 (None)

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 Not Offered via DocuSign

Lisa Rein  
 Irein@mcw.edu  
 Security Level Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Mallory O'Brien  
 mobrien@mcw.edu  
 Consultant  
 Security Level Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Marlaina Jackson  
 majacks@milwaukee.gov  
 Deputy Commissioner  
 City of Milwaukee Health Department  
 Security Level Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
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Nisha Patel  
 nispatel@mcw.edu  
 Security Level Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
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Rachel Weber  
 rlweber@mcw.edu  
 Security Level Email, Account Authentication  
 (None)

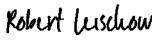
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Rebecca Funk  
 Rebecca Funk@milwaukeecountywi.gov  
 Security Level Email, Account Authentication  
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**Electronic Record and Signature Disclosure:**  
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Robert Leischow  
 bleischow@westalliswi.gov  
 Health Commissioner  
 Security Level Email, Account Authentication  
 (None)

**Signature**

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**Signer Events**

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Shannon Gramann  
 Shannon.gramann@milwaukeecountywi.gov  
 Milwaukee County Office of Emergency  
 Management

Security Level Email, Account Authentication  
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Sima Namin  
 snamin@mcw.edu

Security Level Email, Account Authentication  
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**Electronic Record and Signature Disclosure:**  
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Sue Sheppard  
 sshppard@greendale.org  
 Health Officer/Director

Security Level Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
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Yuhong Zhou  
 yuzhou@mcw.edu  
 Security Level Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
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Yuliya Melnyk  
 Yuliya.Melnyk@milwaukeecountywi.gov  
 Security Level Email, Account Authentication  
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**Electronic Record and Signature Disclosure:**  
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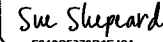
Zachary Swingen  
 Zachary.Swingen@milwaukeecountywi.gov  
 Security Level Email, Account Authentication  
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David Crowley  
 David.Crowley@milwaukeecountywi.gov  
 Security Level Email, Account Authentication  
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**Signer Events**

Chuck Warzecha  
 Charles Warzecha@dhs.wisconsin.gov  
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Shannon Gramann  
 Shannon.gramann@milwaukeecountywi.gov  
 Milwaukee County Office of Emergency  
 Management  
 Security Level: Email, Account Authentication  
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Claire Evers  
 cevers@milwaukee.gov  
 Deputy Commissioner of Environmental Health  
 Security Level: Email, Account Authentication  
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Sanjib Bhattacharyya  
 sbhatt@milwaukee.gov  
 Laboratory Director - Special Deputy Health  
 Commissioner  
 MHD  
 Security Level: Email, Account Authentication  
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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Wisconsin Department of Health Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [DHSContractCentral@dhs.wisconsin.gov](mailto:DHSContractCentral@dhs.wisconsin.gov)

#### **To advise Wisconsin Department of Health Services of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [DHSContractCentral@dhs.wisconsin.gov](mailto:DHSContractCentral@dhs.wisconsin.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [DHSContractCentral@dhs.wisconsin.gov](mailto:DHSContractCentral@dhs.wisconsin.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [DHSCContractCentral@dhs.wisconsin.gov](mailto:DHSCContractCentral@dhs.wisconsin.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

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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;">02/15/21</p>
<p style="text-align: center;">REPORTS &amp; RECOMMENDATIONS</p>	<p style="text-align: center;"><b>A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR THE 7930-32 S. 68TH ST. CONDOMINIUMS DEVELOPMENT AT 7930 SOUTH 68TH STREET</b></p> <p style="text-align: center;"><b>(RANDALL R. HOLTERMAN, TRUSTEE, RAYMOND AND CAROL HOLTERMAN REVOCABLE TRUST, APPLICANT)</b></p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.4.</i></p>

On February 4, 2021, the Plan Commission carried a motion to recommend approval of this Condominium Plat subject to the conditions set forth in the attached resolution.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2020-\_\_\_\_\_, conditionally approving a condominium plat for the 7930-32 S. 68th St. condominiums development at 7930 South 68th Street (Randall R. Holterman, Trustee, Raymond and Carol Holterman Revocable Trust, applicant).

## RESOLUTION NO. 2021-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A  
CONDOMINIUM PLAT FOR THE 7930-32 S. 68TH ST.  
CONDOMINIUMS DEVELOPMENT AT 7930 SOUTH 68TH STREET  
(RANDALL R. HOLTERMAN, TRUSTEE, RAYMOND AND  
CAROL HOLTERMAN REVOCABLE TRUST, APPLICANT)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a condominium plat for The 7930-32 S. 68th St. Condominiums development, (conversion of an attached, two-family residence into a two-unit condominium with approximately 2,000 square feet of living area in each unit), such plat being Parcel 4 CERTIFIED SURVEY MAP NO. 6890, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 15, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 7930 South 68th Street, bearing Tax Key No. 805-9989-006, Randall R. Holterman, Trustee, Raymond and Carol Holterman Revocable Trust, applicant; said Condominium Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the Department of City Development and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on February 4, 2021, 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 condominium plat is appropriate for approval pursuant to law upon certain conditions and is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin, and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Condominium Plat for the 7930-32 S. 68th St. Condominiums development, as submitted by Randall R. Holterman, Trustee, Raymond and Carol Holterman Revocable Trust, 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, and that all minor technical deficiencies within the Condominium Plat be rectified, all prior to the recording of the Condominium Plat.
2. Randall R. Holterman, Trustee, Raymond and Carol Holterman Revocable Trust, applicant, successors and assigns, shall pay to the City of Franklin the amount of all

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR  
THE 7930-32 S. 68TH ST. CONDOMINIUMS DEVELOPMENT  
RESOLUTION NO. 2021-\_\_\_\_\_

Page 2

development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the 7930-32 S. 68th St Condominiums development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

3. The approval granted hereunder is conditional upon Randall R. Holterman, Trustee, Raymond and Carol Holterman Revocable Trust, applicant, and The 7930-32 S. 68th St. Condominiums development for the property located at 7930 South 68th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The 7930-32 S. 68th St. Condominiums development project shall be developed in substantial compliance with the terms and provisions of this Resolution
5. The applicant shall record the Condominium Plat with the Milwaukee County Office of the Register of Deeds.

BE IT FURTHER RESOLVED, that the Condominium Plat for the 7930-32 S. 68th St. Condominiums be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution

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 condominium plat, the City Clerk is hereby directed to obtain the recording of the Condominium Plat for the 7930-32 S. 68th St Condominiums with the Office of the Register of Deeds for Milwaukee County.

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

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

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR  
THE 7930-32 S. 68TH ST. CONDOMINIUMS DEVELOPMENT  
RESOLUTION NO. 2021-\_\_\_\_\_

Page 3

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

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

Meeting of February 4, 2021

**Condominium Plat**

**RECOMMENDATION:** Department of City Development staff recommends approval of the subject Condominium Plat.

<b>Project Name:</b>	7930-32 S 68 <sup>th</sup> Street Condominiums
<b>General Project Location:</b>	7930-32 S 68 <sup>th</sup> Street
<b>Property Owner:</b>	Raymond & Carol Holterman Rev Tr
<b>Applicant:</b>	Raymond & Carol Holterman Rev Tr
<b>Agent:</b>	Anthony G. Henika
<b>Current Zoning:</b>	R-7 – Two-Family Residence District
<b>2025 Comprehensive Plan:</b>	Residential
<b>Use of Surrounding Properties:</b>	Multifamily residential to the west, two-family residential to the north and single-family residential to the east and south
<b>Applicant's Action Requested:</b>	Approval of Condominium Plat
<b>Staff:</b>	Principal Planner Régulo Martínez-Montilva

**PROJECT DESCRIPTION/ANALYSIS:**

Before you is a Condominium Plat application submitted on January 5, 2021, to create the "7930-32 S. 68th Street Condominiums" which consists of 2 attached residential units with approximate 2,000 square feet of living area for each unit. The subject property is located in the R-7 Two-family residence district where it is a permitted use. The principal structure with the 2 units, driveway and common elements are already existing, no site improvements are being proposed with this application

The existing two-family structure received occupancy permit in 2004 and it complies with all the current standards of the R-7 zoning district. It can be noted that the adjacent property to the north is the "7918-7920 South 68th Street Condominium" recorded in 2005 (Document No. 09053692), which has similar building footprint and layout.

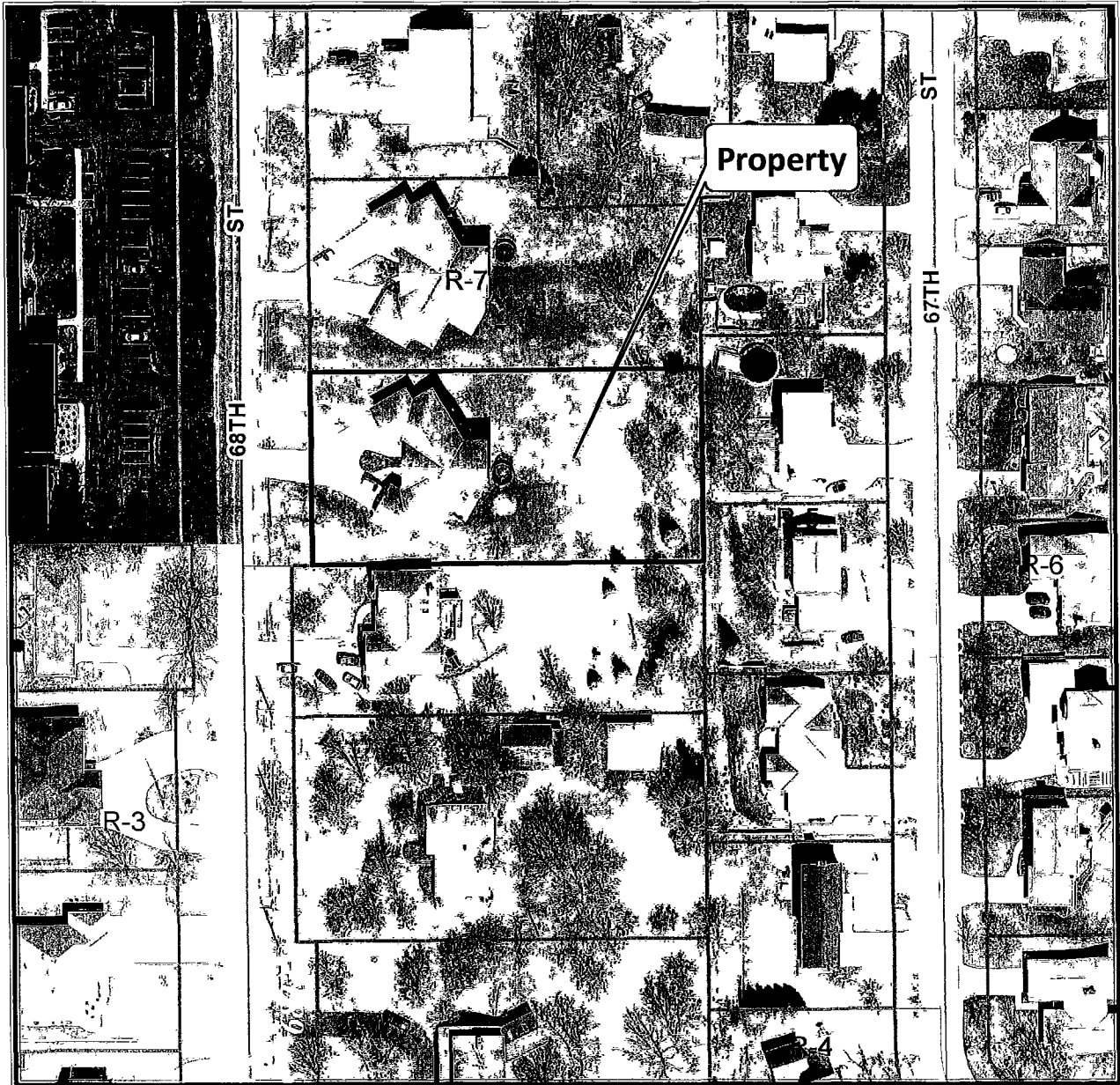
The applicant has addressed the review comments of memorandum dated January 18, 2021, including the recording blank space, condominium name and technical corrections to the declaration and bylaws

**STAFF RECOMMENDATION:**

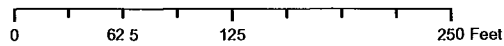
City Development staff recommends approval of the 7930-32 S. 68<sup>th</sup> Street Condominiums, subject to the conditions outlined in the attached resolution.



7930-7932 S. 68th Street  
TKN: 805 9989 006



Planning Department  
(414) 425-4024

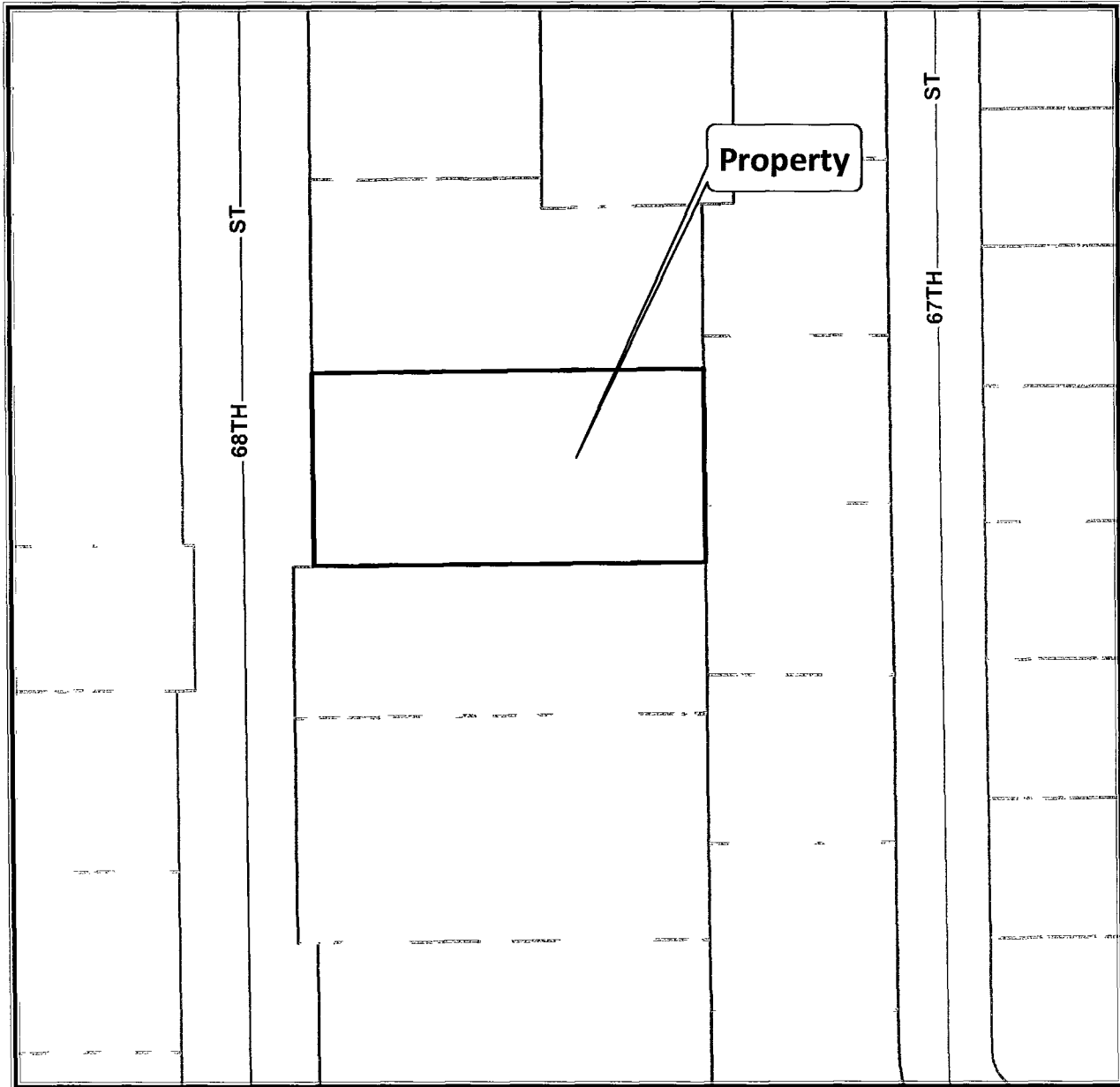


2017 Aerial Photo

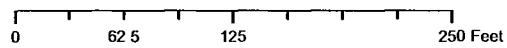
*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering, or surveying purposes.*



7930-7932 S. 68th Street  
TKN: 805 9989 006



Planning Department  
(414) 425-4024



2017 Aerial Photo

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

## MEMORANDUM

Date: January 18, 2021  
To: Anthony G. Henika, Esq.  
From: Principal Planner Régulo Martínez-Montilva, Department of City Development  
RE: Application for Condominium Plat – 7930-32 S. 68<sup>th</sup> Street

---

Staff comments are as follows for the above-referenced application submitted on January 5, 2021:

### **City Development Department comments**

1. Pursuant to Wisconsin Statutes §703.11(am), please add to the condominium plat “a blank space at least 3 inches by 3 inches in size in the upper right corner on the first sheet for recording use by the register of deeds”.
2. Will the condominium association be incorporated or unincorporated? Section 7 of the declaration states that it will be an unincorporated association but the bylaws (article I) refer to a nonprofit corporation.
3. The condominium name must match in the condominium plat and declaration, please add or remove the word “the” accordingly.
4. Upon Common Council approval, the applicant must record the condominium plat and declaration with the register of deeds.

### **Engineering Department Comments**

5. Need to submit a certified copy of the recorded condo plat (original size document)
6. Note: Please submit an Autocad file of the condo plat for GIS update.

### **Fire Department Comments**

7. The fire department has no comments/concerns.

### **Inspection Services Department Comments**

8. Inspection Services has no comments on the subject proposal at this time.

### **Police Department Comments**

9. The Franklin Police Department has no issues or concerns with this project.



**BYLAWS  
OF  
7930-32 S. 68th St. CONDOMINIUM ASSOCIATION, INC.**

The following Bylaws are accepted by 7930-32 S. 68th St. Condominium Association, Inc. as of \_\_\_\_\_. Capitalized terms not defined herein shall have the meaning attributed to such terms as set forth in the Declaration of The 7930-32 S. 68th St. Condominiums.

**ARTICLE I. PURPOSES**

The purposes for which this Corporation is organized and shall be operated are as follows: (1) to service as an association of Unit Owners in the Association under Chapter 703 of the Wisconsin Statutes (hereinafter, the "Act"); (2) to serve as a means through which the Unit Owners may collectively and efficiently administer, manage, operate and control. The 7930-32 S. 68th Street Condominiums (hereinafter, the "Condominium") in accordance with the Act and the Declaration; and (3) to engage in any lawful activity included in and permitted under the Act, the Declaration and the purposes for which a nonstock, nonprofit corporation may be organized

**ARTICLE II. OFFICES**

2.01. Principal Office. The initial principal office of the Association shall be located at 7930-32 S 68th Street, Franklin, Wisconsin 53132. The Association may have such other office, either within or without the State of Wisconsin, as the Board of Directors may designate from time-to-time

2.02. Registered Office. The initial registered office shall be Anthony G. Henika S.C. 9114 W. Puetz Road, Franklin, Wisconsin 53132

**ARTICLE III. ASSOCIATION**

3.01 Membership. The Members shall be all of the Unit Owners. The Association shall have one (1) class of voting Membership. Every Unit Owner, upon acquiring title to a Unit under the terms of the Declaration, or upon entering into a land contract for the purchase of a Unit, shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership of such Unit ceases for any reason, at which time his Membership in the Association shall automatically cease.

3.02 Voting Rights. Each Unit shall have one vote. If a Unit is owned by more than one person or entity, the person or entity who shall be entitled to vote for the Unit shall be the single person or entity named on a certificate by all of the co-owners of the Unit and filed with the Secretary of the Association.

3.03 Unit Owner Prohibited from Voting. No Unit Owner may vote at any meeting if his/her monthly assessment fee is thirty (30) days past due and/or the Association has a lien against the Unit for an unpaid amount due the Association, or if the Association has instituted an action to

perfect a lien and the amount necessary to release an instituted lien action has not been escrowed with a title insurance company authorized to do business in the State of Wisconsin.

3.04 Proxies. Any Unit's vote may be cast pursuant to a proxy executed by the Unit Owner. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Unit Owner or by the majority in interest of the co-owners. All proxies must be filed with the Secretary of the Association before the time of the meeting for which they are given. Every proxy shall state the time at which it shall terminate, the date it was executed and that it shall not be revocable without notice. In any event, except with respect to proxies in favor of a Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

3.05 Membership Roster. The Secretary of the Association shall maintain a Membership Roster which states the name and address of each person or entity entitled to cast a vote on behalf of a Unit. As provided in Section 3.02 hereof, co-owners of a Unit shall provide the Secretary of the Association with a certificate naming the individual or entity entitled to vote on behalf of the Unit. Any change in the designation of the individual or entity entitled to vote shall be delivered to the Secretary of the Association.

3.06 Annual Meetings. The first annual meeting of the Unit Owners shall be held within twelve (12) months following the date of recording of the Declaration, or on or before the date of conveyance of Units by the Declarant to which fifty percent (50%) or more of the Allocated Interests in the Condominium appertain, whichever first occurs. Unless otherwise determined by the Board of Directors, annual meetings of the Association after the first annual meeting shall be held on the second Tuesday of June of each succeeding year, unless such date shall occur on a legal holiday, in which event the meeting shall be held on the next succeeding Tuesday which is not a legal holiday. Meetings of the Association shall be held at the office of the Association or at such other suitable place convenient to Unit Owners as from time-to-time may be designated by the Board of Directors.

3.07 Special Meetings. The President or the Board of Directors, or the Members having one-half of the votes in the Association may call a special meeting. The only issues which may be addressed at a special meeting are those issues stated in the notice of such meeting.

3.08 Notice of Meetings. The Secretary shall cause to be sent to each Unit Owner written notice of the time, place, and purpose or purposes of all general and special meetings of the Association. Such notice shall be given at least ten (10) days but no more than thirty (30) days in advance of the meeting. Such notice shall be sent by United States mail, first class postage prepaid. In lieu of mailing notice of a meeting in the manner provided in this Section, the Secretary may cause such notice to be personally delivered; provided, however, the Secretary of the Association shall certify in writing that such notice was personally delivered to the Unit Owner.

3.09 Conduct of Meetings. The minutes of each meeting shall be kept in a minute book maintained for the Association by the Secretary. The then current Robert's Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the conduct of any meeting of the Association when not in conflict with these Bylaws, the Declaration

or the Act. All votes shall be tallied by the Secretary, or, if the Secretary is not present, by a person or persons appointed by the presiding officer of the meeting.

3.10 Majority Required to Act Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Association shall be made by a majority of the Votes of Unit Owners present and entitled to vote, in person or by proxy, at a meeting of the Association at which a quorum is present.

3.11 Quorum. A quorum for the purposes of general or special meetings shall consist of One Hundred percent (100%) of the Votes of the Association unless otherwise required by the Act or any of the Condominium Documents.

3.12 Action Without Meeting. Any action by Unit Owners required or permitted to be taken at a meeting may be taken without a meeting if all of the Unit Owners (and Mortgagees if required) shall consent in writing to such action. Any such unanimous written consent shall be filed in the Association's Minute Book

#### **ARTICLE IV. BOARD OF DIRECTORS**

4.01 General Powers. The affairs of the corporation shall be managed by its Board of Directors. The Board of Directors shall utilize and distribute the net earnings and principal funds of the Association solely in accordance with the purposes for which the Association was organized.

##### 4.02 Number; Declarant Control

(A) The Declarant shall designate one (1) persons to the initial Board of Directors None of the Directors designated by Declarant must be a Unit Owner and each shall serve until control of the Association passes to the Unit Owners as provided in this Section. The Board of Directors shall be expanded to a maximum of three (3) Members, in the manner and at the times set forth below. Two members of the Board of Directors elected other than the one (1) Director designated by Declarant must be a Unit Owner The third Director need not own a Unit

(B) Prior to conveyance of fifty percent (50%) of the Allocated Interest in the Condominium, the Residential Unit Owner(s), other than the Declarant, shall elect one Director; thereafter, the Board of Directors shall be composed of one (1) person, and

(C) Upon conveyance of fifty percent (50%) of the Allocated Interest in the Condominium, the Residential Unit Owner(s) other than the Declarant shall elect another two Directors; thereafter, the Board of Directors shall be composed of three (3) persons.

(D) A special meeting shall be held on or before forty-five (45) days after the earlier to occur of: (i) thirty (30) days after the date of conveyance of Units to which one hundred percent (100%) of the Allocated Interest of the Condominium appertain; or (ii) the date of expiration of ten (10) years from the date of the first conveyance to any purchaser other than Declarant of any Unit in the Condominium, at which special meeting all remaining Directors appointed by the Declarant

shall resign and two (2) new Directors shall be elected by the Residential Unit Owners, and one (1) Director shall be elected by the other 2 Directors. These Directors shall serve until their successors shall have been elected at the next succeeding annual meeting.

4.03 Term of Office. Each Director shall serve a term of one years beginning after the conclusion of the annual meeting and continuing until the next annual meeting. Notwithstanding the foregoing, upon the election of the first Board of Directors consisting of three Directors, all three Directors shall serve terms that expire at the conclusion of the next annual meeting. At such annual meeting and at each subsequent annual meetings, the Residential Unit Owners shall be entitled to elect three (3) Directors.

4.04 Powers and Duties. The Board of Directors shall have all of the powers and duties necessary or required for the administration and implementation of the affairs of the Association. Such powers and duties shall be exercised in accordance with the provisions of the Act and the Condominium Documents. Such powers and duties shall include, but not be limited to, the following:

- (A) To promulgate and enforce the Rules and Regulations.
- (B) To contract for and dismiss the services of accountants, attorneys, or other employees or agents and to pay to such persons reasonable compensation.
- (C) To adopt annual budgets, in which there shall be established the required contribution of each Unit Owner to the Common Expenses; one budget for the Parking Facilities and one Budget for the remaining Common Elements.
- (D) To operate, maintain, repair, improve and replace the Common Elements and facilities as provided for in the Declaration and other Condominium Documents.
- (E) To ascertain the amount of and pay the Common Expenses.
- (F) To enter into contract, deeds, leases, or other written agreements including, but not limited to, leases of Common Elements to third parties who offer goods and/or services to Association members or the public at large, and to authorize the execution and delivery thereof by the appropriate officers.
- (G) To open and maintain bank accounts on behalf of the Association and designate the signatories required therefore. The signatures of two officers shall be required for all checks greater than \$1,000 in amount
- (H) To initiate, prosecute and settle litigation for itself, the Association and the Condominium, provided that it shall make no settlement which results in a liability against the Board of Directors.
- (I) To obtain property and casualty insurance on behalf of the Association as required by the Condominium Documents with respect to the Units and Common Elements, to obtain

insurance in accordance with these Bylaws, and to settle any claim under any such policies of insurance.

(J) To repair or restore the Property as required by the Act and/or the Declaration.

(K) To own, purchase or lease, hold and sell, or otherwise dispose of, on behalf of the Association, items of personal property necessary to or convenient in the conduct and management of the business and affairs of the Association and in the operation of the Property, including, without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

(L) To keep adequate books and records as required by the Act and the Condominium Documents.

(M) To approve and sign checks and issue payment vouchers.

(N) To pay off liens against any portion of the Property; provided that this power shall not create a duty to pay off liens which the Board of Directors disputes or for which others may be responsible

(O) To collect Assessments from Unit Owners and deposit the proceeds thereof in the proper accounts

(P) To borrow money and enter into promissory notes on behalf of the Association when required in connection with the operation and maintenance of the Common Elements, provided, however, that at no time shall there be borrowed or owed in excess of Five Thousand Dollars (\$5,000), other than trade debt incurred in the ordinary course of business (payable within 45 days or less), without the prior consent of at least one hundred percent (100%) of the votes obtained at a meeting duly called and held for such purpose.

(Q) Purchasing on behalf of all Unit Owners any Unit whose Unit Owner has elected to sell such Unit or any Unit which is to be sold at a foreclosure or other judicial sale and acquire on behalf of all Unit Owners

(S) To appoint an Architectural Control Committee which shall be empowered to review and approve all improvements, alterations and modification to the Condominium and the Units which in any way may be seen from the exterior of any Unit or which may in any way impact the Common Elements or structural integrity of the Property, or which may alter the HVAC or other mechanical, electrical, gas or water system serving the Condominium.

(T) Elect the Officers of the Association.

4.05 Regular Meetings. The Board of Directors may provide, by resolution, the time and place, within the State of Wisconsin, for the holding of regular meetings.

4.06 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons calling such meetings shall fix any time or place, within the State of Wisconsin, for holding any special meeting of the Board of Directors

4.07 Removal of Members of the Board of Directors. The Declarant may by written notice to the Board of Directors remove any Director appointed to the Board of Directors by Declarant and appoint a successor Director. Any Residential Director, except for a Director appointed by the Declarant, may be removed from office either with or without cause, by the affirmative vote of a majority of Directors then in office taken at a special meeting of Directors called for that purpose.

4.08 Incapacity, Resignation or Death of a Director. If a Director becomes incapacitated to the extent he is unable to perform his duties as a Director, or if a Director resigns or dies during his term as a Director, then a replacement Director shall be chosen as provided for in Section 4.09 below of this Article.

4.09 Vacancies. Except for Directors appointed by Declarant, any vacancy occurring in the Board of Directors may be filled until the next succeeding annual election by the affirmative vote of a majority of the Directors then in office, although less than a quorum of the Board of Directors is present for such vote; provided, however, that a vacancy with respect to the Director's seat elected by the Unit Owners may only be filled by a vote of the majority of the Votes of the Unit Owners.

4.10 Notice Notice of a regular meeting shall be given at least ten (10) business days prior to the date thereof and notice of any special meeting shall be given at least forty-eight (48) hours prior to the time thereof. Notices may be given orally or by written notice delivered personally, mailed by United States Mail or by Federal Express or some other similar form of commercial delivery system or sent by facsimile machine to each Director at his last known address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail or when deposited with a Federal Express agent or some other agent of a similar form of commercial delivery system so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when given to the telegraph company. Whenever any notice whatever is required to be given to any Directors of the Association under the provisions of the Articles of Incorporation or By-Laws or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting and objects thereafter to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of waiver of notice of such meeting.

4.11 Telephone Meetings. The Board of Directors may conduct its meetings by means of a conference telephone or similar communication equipment if all persons participating in such meeting can hear and talk to each other at the same time. Such participation shall constitute presence in person at any such meeting.

4.12 Quorum. A majority of the Director then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a quorum is present at a meeting a majority of the Directors present may adjourn the meeting from time-to-time without further notice

4.13 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws or by law. All Directors shall participate in all decisions and actions of the Board of Directors as it affects the Residential Units

4.14 Compensation. The Board of Directors, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members or the fact that they may also be Officers, may establish reasonable compensation of all Directors for services rendered to the Association as Directors or otherwise, or may delegate such authority to an appropriate committee

4.15 Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors or a committee thereof at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent to such action shall be entered in the minutes of the meeting or unless he shall file written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Association within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

4.16 Informal Action Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors or members of such committee.

4.17 Committees. The Board of Directors may appoint and dismiss committees made up of Unit Owners as the Board of Directors from time-to-time deems desirable to assist in the administration or operation of the Condominium.

4.18 Minutes. Minutes of all meetings of the Board of Directors and its committees shall be made and filed in the Association's Minute Book

4.19 Insurance Trustee The Board of Directors shall have the right (but shall not be required) to designate any bank, trust company, management agent, savings and loan association, building and loan association, insurance company or any institutional lender, or the Association, as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds therefrom will be held in accordance with the terms of these Bylaws. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or content of the policies, the

correctness of any amounts received by it on account of the proceeds of any insurance policies, nor the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the Unit Owners and their respective Mortgagees.

## ARTICLE V. OFFICERS

5.01 Principal Officers. The principal officers of the Association shall be a President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary shall be elected by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary or the offices of President and Vice President.

5.02 Election and Term of Office. The Officers shall be elected by the Board of Directors at its annual meeting. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until the next annual meeting of the Board of Directors, or until his successor shall have been elected or until his prior death, resignation or removal.

5.03 Removal. Any Officer or agent elected or appointed by the Board of Directors may be removed by a majority vote of the Board of Directors whenever in its judgment the best interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

5.04 Vacancies. A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

5.05 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. The President shall, when present, preside at all meetings of the Association and Board of Directors. The President may sign, with the Secretary or any other officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or some other law to be otherwise signed or executed. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time-to-time.

5.06 The Secretary. The Secretary shall. (a) keep any minutes of the Board of Directors' and Association meetings in one or more books provided for that purpose, (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate books and records of the Association; (d) count all votes at any meeting



of the Association; and (e) in general, perform all duties incident to the office of Secretary and other duties as from time to time may be assigned by the President or by the Board of Directors.

5.07 The Treasurer. The Treasurer shall at the expense of the Association obtain a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for monies due and payable to or from the Association to or from any source whatsoever, (c) deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (d) in general, perform all of the duties as from time-to-time may be assigned by the President or by the Board of Directors

5.08 Salaries. Officers shall ordinarily serve without compensation, but in unusual circumstances the Board of Directors may approve salaries for the Officers. No Officer shall be prevented from receiving any salary by reason of the fact that he is also a Director of the Association

5.09 Qualifications. All Officers must be Unit Owner, except for the Officers selected by the Board of Directors when controlled by Directors designated by the Declarant.

## ARTICLE VI. INDEMNIFICATION

6 01 Definitions Relating to Indemnification. For purposes of this ARTICLE VI, the following terms shall have the meanings ascribed to them in this section:

(A) “Director” or “Officer” shall mean any of the following.

(i) a natural person who is or was a Director or Officer of the Association,

(ii) a natural person who, while a Director or Officer of the Association, is or was serving at the Association’s request as a Director, Officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, joint venture, trust or other enterprise;

(iii) a natural person who, while a Director or Officer of the Association, is or was serving any employee benefit plan because his duties to the Association also imposed duties on, otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan; and

(iv) unless the context requires otherwise, the estate or personal representative of a Director or Officer.

(B) “Expenses” shall include fees, costs, charges, disbursements, attorney fees and any other expenses incurred in connection with a proceeding.

(C) “Liability” shall include the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to any employee benefit plan, and reasonable expenses.

(D) “Party” shall mean a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.

(E) “Proceeding” shall mean any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the Association or by any other person.

#### 6.02 Mandatory Indemnification.

(A) The Association shall indemnify a Director or Officer, to the extent he has been successful on the merits or otherwise in the defense of a Proceeding, for all reasonable Expenses incurred in the Proceeding if the Director or Officer was a Party because of being a Director or Officer of the Association.

(B) In cases not included under subparagraph (A) above, the Association shall indemnify a Director or Officer against Liability incurred by the Director or Officer in a Proceeding to which the Director or Officer was a Party because he is a Director or Officer of the Association, unless Liability was incurred because the Director or Officer breached or failed to perform a duty he owes to the Association and the breach or failure to perform constitutes any of the following:

- (i) a willful failure to deal fairly with the Association or its Members in connection with a matter in which the Director or Officer has a material conflict of interest;
- (ii) a violation of criminal law, unless the Director or Officer had reasonable cause to believe his conduct was lawful or no reasonable cause to believe his conduct was unlawful;
- (iii) a transaction from which the Director or Officer derived an improper personal profit;  
or
- (v) willful misconduct.

Determination of whether indemnification is required under this subparagraph (B) shall be made under the provisions of Section 6.03 below. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea shall not, by itself, create a presumption that indemnification of the Director or Officer is not required under this subparagraph (B).

(C) A Director or Officer who seeks indemnification under this section shall make a written request to the Association.

(D) Indemnification under this section is not required if the Director or Officer has previously received indemnification or allowance of the same expenses from any person, including the Association, in connection with the same Proceeding.

Section 6.03 Determination of Right to Indemnification. Unless provided otherwise by a written agreement between the Director or Officer and the Association, determination of whether indemnification is required under Section 6.02(B) shall be made by one of the following methods:

(A) by a majority vote of a quorum of the Board of Directors consisting of the Directors who are not at the time Parties to the Proceedings or, if a quorum of disinterested Directors cannot be obtained, by a majority vote of a committee duly appointed by the Board of Directors (which appointment by the Board may be made by Directors who are Parties to the Proceedings) consisting solely of two or more Directors who are not at the time Parties to the Proceedings;

(B) by a panel of three arbitrators consisting of (1) one arbitrator selected by a quorum of the Board of Directors or its committee constituted as required under (a) above, or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including Directors who are Parties to the Proceedings, (b) one arbitrator selected by the Director or Officer seeking indemnification, and, (c) one arbitrator selected by the other two arbitrators;

(C) by a court of competent jurisdiction, or

(D) by any other method provided for under Section 6 05

Section 6.04 Allowance of Expenses as Incurred. Upon written request by a Director or Officer who is a Party to a Proceeding, the Association may pay or reimburse his reasonable Expenses as incurred if the Director or Officer provides the Association with all of the following:

(A) a written affirmation of his good faith belief that he or she has not breached or failed to perform his duties to the Association; and

(B) a written undertaking, executed personally or on his behalf, to repay the allowance, and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 6.03 above that indemnification under Section 6.02 above is not required and that indemnification is not ordered by a court under Section 6 06 below. The undertaking under this subparagraph shall be an unlimited general obligation of the Director or Officer and may be accepted without reference to his ability to repay the allowance. The undertaking may be secured or unsecured

Section 6.05 Additional Rights to Indemnification and Allowance of Expense. Except as provided in this Section 6.05, the provisions of Section 6.02 and Section 6.04 above do not preclude any additional right to indemnification or allowance of Expenses that a Director or Officer may have under any of the following:

- (A) a written agreement between the Director or Officer and the Association; or
- (B) a resolution of the Board of Directors.

Regardless of the existence of an additional right to indemnification or allowance of Expenses, the Association shall not indemnify a Director or Officer or permit a Director or Officer to retain any allowance of Expenses unless it is determined by or on behalf of the Association that the Director or Officer did not breach or fail to perform a duty he owes to the Association which constitutes conduct under Section 6.02(B)(i)-Section 6.02(B)(iv) above. A Director or Officer who is a Party to the same or related Proceeding for which indemnification or an allowance of Expenses is sought may not participate in a determination under this subparagraph. None of the provisions contained in this ARTICLE VI shall affect the Association's power to pay or reimburse Expenses incurred by a Director or Officer in any of the following circumstances:

- (C) as a witness in a Proceeding to which he or she is not a Party, or
- (D) as a plaintiff or petitioner in a Proceeding because he or she is or was an employee, agent, Director or Officer of the Association.

Section 6.06 Court Ordered Indemnification. Except as provided otherwise by written agreement between the Director or Officer and the Association, a Director or Officer who is a Party to a Proceeding may apply for indemnification to the court conducting the Proceeding or to another court of competent jurisdiction. Application shall be made for an initial determination by the court under the provisions of Section 6.03(C) or for review by the court of an adverse determination under Section 6.03(A), Section 6.03(B) or Section 6.03(D).

Section 6.07 Contract. The assumption by a person of a term office as a Director or Officer of the Association or, at the request of the Association, as a Director or Officer of another corporation, partnership, joint venture, trust or other enterprise, and the continuance in office or service of those persons who are any such Director or Officer as of the adoption of this ARTICLE VI, shall constitute a contract between such person and the Association entitling him during such term of office or service to all of the rights and privileges of indemnification afforded by this ARTICLE VI in effect as of the date of his assumption or continuance in such term of office or service, but such contract shall not prevent, and shall be subject to modification by, amendment of this ARTICLE VI at any time prior to receipt by the Association of actual notice of a claim giving rise to any such person's entitlement to indemnification hereunder.

Section 6.08 Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, or is or was serving at the request of the Association as a Director or Officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in

any such capacity or arising out of his status as such, whether the Association would have the power to indemnify him against such liability under the provisions of this ARTICLE VI or Chapter 181 of the Wisconsin Statutes.

Section 6.09 Effect of Invalidity. The invalidity or unenforceability of any provision of this ARTICLE VI shall not affect the validity or enforceability of any other provision of this ARTICLE VI or of these Bylaws.

## **ARTICLE VII. ASSESSMENTS**

Section 7.01 Fiscal Year. The fiscal year of the Condominium shall commence on January 1 of each year (except that the first fiscal year shall commence upon the recording of the Declaration) and terminate on December 31 of such year unless otherwise determined by the Board of Directors.

Section 7.02 Preparation of Budget. The Declarant shall prepare two budgets for the first fiscal year of the Condominium. Each year thereafter, the Board of Directors shall adopt budgets at least thirty (30) days before the beginning of the new fiscal year. The annual budgets shall provide for an "operating fund" and after the sale of the first Unit for a "reserve for replacement fund" Promptly upon completion of the budget, the Board of Directors shall send to each Unit Owner a copy of such budgets and a statement setting forth the obligation of each Unit Owner pursuant to the provisions of this ARTICLE VII to pay his Allocated Interest of the Common Expenses based upon such budgets

Section 7.03 Operating Fund. The operating fund shall be used for the payment of Common Expenses which the Association is required to pay on behalf of the Unit Owners pursuant to Section 6.01 of the Declaration Such Common Expenses shall include normal and recurring expenses including, but not limited to, management services, special amenity fees, insurance, common services, administration, materials and supplies.

Section 7.04 Reserve for Replacement Fund. The reserve for replacement fund shall be used for future Common Expenses which the Association is required to pay on behalf of the Unit Owners. Such Common Expenses may include, but not be limited to, the replacement of roofs, the Parking Structure or mechanicals. These funds must be accounted for separately in the general ledger maintained by the Association and shall constitute a Statutory Reserve Account within the meaning of §703.163 of the Act.

Section 7.05 Reserve Operating Fund. From and after the date of the first Unit, the Board of Directors, in an account separate from the operating fund and reserve for replacement fund, shall establish and maintain adequate reserves for the payment of extraordinary and/or unbudgeted operating expenses. The reserve operating fund shall have a balance of at least two (2) times the monthly Assessments collected from all the Unit Owners. The initial funding of the reserve operating fund shall come from the buyers of individual Units from the Declarant at the time of closing, at which time they will advance an amount equal to two (2) monthly installments of the regular annual Association assessment pertaining to their Unit. If at any time the Board of

Directors shall use any portion of the funds in this account, it may elect to assess each Unit Owner his pro rata share of the expenditure.

Section 7.06 General Assessments. Each Unit shall receive a notice of annual Assessment promptly after the final budgets are prepared. The final budgets will show the amount assessed to the particular Unit, how that amount was determined, and that one-twelfth of the amount of the Assessment is due on the first day of each month of the year. The amount due on the first day of each month shall be paid by the Unit Owner to the Association or the Owners Managing Agent. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit owners an itemized accounting of the expenses incurred and paid by the Association for such fiscal year, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year. For purposes of this Section 7.06, the Declarant shall be responsible for the payment of the Assessment as outlined in Section 6.01 of the Declaration.

Section 7.07 Special Assessments. The Board of Directors, upon the affirmative vote of sixty (60) percent of all the Directors, may at any time assess a Special Assessment which shall be used to pay any deficiency in the operating fund, reserve for replacement fund, or reserve operating fund. The Board of Directors shall also have the right to make any other Special Assessment as provided herein or in the Condominium Documents upon the affirmative vote of sixty (60) percent of all the Directors. If such a Special Assessment is levied against a Unit for disrepair or maintenance cost of the Unit or for any other matter stated in the Condominium Documents, then the Unit Owner against whom the assessment is made shall pay the entire Special Assessment. Upon the determination of the amount of the Special Assessment, the Board shall give notice to all Unit Owners of the amount assessed to each Unit, the date when payment is due, and the reason or the Special Assessment. If any Association expense is attributable to the operation, maintenance, repair, replacement, alteration or improvement of a Limited Common Element or a service provided which benefits less than all the Units, the Board of Directors may levy a Special Assessment for such expense against the Units to which that Limited Common Element appertains or to which a service is provided which benefits less than all the Units, in an equitable proportion as reasonably determined by the Board of Directors.

Section 7.08 Penalty and Default in Payment. If any payment for any Assessment is not received by the Association within ten (10) days after the date such payment is due, a late payment penalty equal to Fifty Dollars (\$50.00) shall be assessed against the Unit; and if any payment for any Assessment is not received by the Association within thirty (30) days after the date such payment is due, a late payment penalty equal to One Hundred Dollars (\$100.00) shall be assessed against the Unit for each thirty (30) day period the payment is late. In addition, the Board of Directors shall have the right and duty to attempt to recover such Assessments, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Unit Owner, and/or by foreclosure of the lien on such Unit granted by Section 703.165 of the Act. Subject to Section 4.04(Q) hereof, the Association or the Board of Directors, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey, vote the votes appurtenant to, or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. The Board of Directors shall also have the right to enforce restrictions on voting due to unpaid

assessments pursuant to Section 3.02 above, or to prohibit such Unit Owner serving on the Board of Directors, if the Association has recorded a statement of condominium lien on such Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 7.09 Books and Accounts. The Treasurer shall keep the books and accounts of the Association in accordance with generally accepted accounting practices. The books and accounts of the Association shall be available for examination by the Unit Owners and contract purchasers, and/or their duly authorized agents or attorneys, and to the holder of any Mortgage, and/or its duly authorized agents or attorneys, during normal business hours.

## **ARTICLE VIII. RULES AND REGULATIONS**

Section 8.01 Initial Rules and Regulations. The Association's initial Rules and Regulations are attached to the Disclosure Materials and are incorporated herein by reference.

Section 8.02 Rules and Regulations. In addition to the Rules and Regulations initially promulgated by the Declarant, the Board of Directors may promulgate Rules and Regulations for the use, repair and maintenance of the Units and Common Elements, provided, that such Rules and Regulations are not contrary to or inconsistent with the Act or any of the other Condominium Documents. Copies of changes to the Rules and Regulations shall be furnished by the Secretary of the Association to each Unit Owner prior to the time when the same shall become effective.

Section 8.03 Enforcement. The Rules and Regulations in effect from time-to-time shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, and court action if necessary, and monetary fines of not less than Twenty-Five Dollars (\$25.00) per day per violation, nor more than Three Hundred Dollars (\$300.00) per day per violation. Such fines, when levied by a majority of the Board of Directors attending a meeting at which a quorum is present shall constitute an assessment against the Unit Owner's Unit as well as the Unit Owner and may be enforced by, without limitation, the placing of a lien on the Unit Owner's Unit pursuant to §703.165 of the Act.

## **ARTICLE IX. INSURANCE**

Section 9.01 Directors' and Officers' Liability. The Board shall obtain and maintain, in a reasonable amount, insurance coverage to protect against wrongful and dishonest acts on the part of the Officers, Directors, employees and other agents of the Association, including the Owners Managing Agent, who either handle or are responsible for handling the funds held or administered by the Association.

Section 9.02 Fire and Casualty. The Association shall maintain fire and broad form extended coverage insurance on the Buildings and the Common Elements, including, but not limited to, any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owner), in an amount not less than the replacement value of the Buildings and the Common Elements from time-to-time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant and contingency endorsements covering nonconforming use. To the extent reasonably possible, the insurance shall provide: (i) that the

insurer waives its rights of subrogation as to any claim against the Unit Owners, the Association, the Board of Directors and their respective family members, servants and agents; and (ii) that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the Unit Owners, or the Association, or their servants, agents and guests, without sixty (60) days prior written notice to the Association, which notice gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of an A general policyholder's rating and of a class IV financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

It is the express intent of the Association to provide the above coverage for all elements of the Condominium including, but not limited to, fixtures within and without individual Units, excluding only personal property of Unit Owners.

In the event of partial or total destruction of the Buildings and/or Common Elements and the Association determines to repair or reconstruct the Buildings and/or Common Elements according to Section IX of the Declaration and Section 10.01 of these Bylaws, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the particular Building(s) and/or Common Element(s) which were damaged. If it is determined (according to Section 9.01 of the Declaration and Section 10.01 of these Bylaws) not to reconstruct or repair any particular Building and/or Common Element, then the proceeds shall be distributed according to Section 9.01 of the Declaration and Section 10.01 of these Bylaws.

Section 9.03 Public Liability Insurance. The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time-to-time; provided, however, the amount of coverage shall not be less than One Million Dollars (\$1,000,000) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Unit Owner's claim because of the negligent acts of the Association or any Unit Owner. The Association may also provide worker's compensation insurance in such amounts as are determined by the Board of Directors to be necessary from time-to-time.

## **ARTICLE X. REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY**

### **Section 10.01 General Requirements**

(A) When Repair and Reconstruction are Required. Except as provided in paragraph (B) of this Section, in the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, the Board shall arrange for and supervise the prompt repair and restoration of the Condominium (excluding only betterments and improvements supplied or installed by, or other personal property of, the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the interior cosmetic redecoration of his Unit.



By acceptance of the deed to a Unit, each Unit Owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Section 3.12 of these Bylaws, and shall constitute the determination by the Association and the Unit Owners to repair or reconstruct as required by the Act.

(B) When Reconstruction is not Required. If the Condominium is destroyed by fire or other casualty to an extent more than the available insurance proceeds, and, if within ninety (90) days after the date of such destruction, at least eighty percent (80%) of the votes in the Association agree to waive and terminate the Condominium form of ownership, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale and the insurance policies, if any, shall be considered as one fund, and distributed by the Board of Directors or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Allocated Interest after first paying out of the share of each Unit Owner's Condominium Unit, in the order of the priority of such liens. Any Unit Owners whose Unit is subject to a Mortgage shall first obtain his Mortgagees' written consent to the Unit Owner's intended vote. Until the execution of judgment partitioning the Condominium, each Unit Owner, and his heirs, successors or assigns, shall have an exclusive right of occupancy of that part of the Condominium which formerly constituted his Unit.

#### Section 10.02 Procedure for Reconstruction and Repair.

(A) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Board shall obtain detailed estimates of reconstruction and repair costs so as to restore the Condominium to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary or desirable.

(B) Casualty Assessments. Subject to Section 10.01(B) hereof, if the proceeds of insurance maintained by the Board are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair the funds for the payment thereof are insufficient, special casualty assessments in sufficient amount(s) to provide payment of such costs shall be deemed to be a general obligation of all Unit Owners; accordingly, the Board shall levy such special casualty assessments against all Unit Owners in proportion to the respective Allocated Interest of all Units. Special casualty assessments shall not require the approval of the Association, anything in these Bylaws to the contrary notwithstanding.

(C) Determination of Amount of Special Casualty Assessment; Use of Reserve for Replacement Funds. If the Board determines that the repair or reconstruction of any portion of the Condominiums (including one or more Buildings) after a casualty will, upon completion, materially reduce the necessity of maintaining any Reserve for Replacement Fund at its then current level, the Board may utilize such Reserve for Replacement Fund to the extent it deems appropriate to reduce or eliminate the amount of any special casualty assessment.

(D) Plans and Specifications. Except upon approval of the Association, any reconstruction or repair of the Condominium in accordance with this Article shall be made substantially in accordance with the plans and specifications under which the Condominium originally was constructed, subject to the requirements of applicable law at the time of such reconstruction or repair.

Section 10.03 Disbursements.

(A) Construction Fund. The net proceeds of insurance collected on account of casualty, together with any sums received by the Board of Directors from collections or special casualty assessment against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars (\$100,000) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors, if the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs by the Board of Directors or Insurance Trustee (if one has been designated by the Board of Directors) upon approval of an architect qualified to practice in the State of Wisconsin and employed by the Board of Directors or the Insurance Trustee, as the case may be, to supervise such reconstruction and repair, payment to be made from time-to-time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by the various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with such reconstruction and repair and stating that: (i) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described, and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(B) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners who paid casualty assessments levied pursuant to Section 10.03 above of this Article in proportion to their payments

(C) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and then the balance, if any, to the cost of replacing and repairing the Units.

(D) Certificate The Board of Directors or Insurance Trustee (if one has been designated by the Board of Directors) shall be entitled to rely upon a certificate executed by the President (or the Vice President) and the Secretary of the Association, certifying (i) whether the damaged property is required to be reconstructed and repaired; (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction funds, and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Board of Directors or Insurance Trustee, as the case may be, promptly after request.

Section 10.04 Common Elements. When Reconstruction is Not Required. If the Board of Directors elects not to repair insubstantial damage to the Common Elements, it shall cause the removal of all remains of the damaged improvements and restoration of the site thereof to an acceptable condition compatible with the remainder of the Condominium, and the balance of any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Allocated Interests.

## **ARTICLE XI. COMPLIANCE AND DEFAULT**

Section 11.01 Unit Owners. All Unit Owners shall be governed by and shall comply with the provisions of the Act and the Condominium Documents, as any of the same may be amended from time-to-time. A default by a Unit Owner shall entitle the Association or an aggrieved Unit Owner to the relief as provided in this ARTICLE XI.

Section 11.02 Fines. The Board of Directors may establish and assess fines against Unit Owners for every violation of the Condominium Documents or the Act by the Unit Owner, his family members, guests, invitees, lessee, employees and/or agents in such amount(s) as set forth in Section 8.03 hereof. If a Unit Owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until a hearing before the Board of Directors is held. As provided in §703.165 of the Act, fines and penalties are deemed Assessments and shall be collectible as such. In any proceeding arising out of any alleged violation by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court or arbitrator in which the proceeding has been held

Section 11.03 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur

## **ARTICLE XII. MISCELLANEOUS**

Section 12.01 Amendments These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Members, at a meeting called for such purpose, by an affirmative vote of Unit Owners of Units to which at least one hundred (100%) of the votes in the Association appertain. The amendment shall be effective when it is duly adopted and notice of such amendment is delivered to the Unit owners.

Section 12.02 Notices All notices required under these Bylaws shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally or upon mailing if sent by United States mail, first-class postage prepaid, or otherwise as the Act may require or permit, at the following:

- (A) if to the Unit Owner, at the address shown on the Membership Roster, and
- (B) if to the Association or the Owner's Managing Agent, at the registered office of the Association.

Section 12.03 Invalidity. The invalidity or unenforceability of any provision of these Bylaws shall not affect the validity or enforceability of any other provision of these Bylaws

Section 12.04 Captions. The captions and heading of various paragraphs and sections of these Bylaws are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions hereof.

Section 12.05 Internal Revenue Code. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these Bylaws or by the Officers or Directors of this corporation which would not be permitted to be taken by an organization described in 528 of the Internal Revenue Code of 1986, as amended

Section 12.06 Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.

DECLARATION OF CONDOMINIUM FOR  
7930-32 S. 68th St. CONDOMINIUMS

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, by Randall Holterman, Trustee

1. Statement of Intent. The purpose of this Declaration is to submit the lands hereafter described and the improvements thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration. Declarant declares that he, as Trustee, is the owner in fee simple of the real property described in Paragraph 2 (hereinafter "Property"), which is held subject to the provisions of this Declaration and the Act. All provisions hereof shall be deemed to run with land and shall constitute benefits and burdens to the Declarant, his successors and assigns, and to all parties hereinafter having any interest in the Property. Section 703.365 Wisconsin Statutes and any successor statute shall be applicable to this Declaration

2. Description of Land and Name. The following described real estate is subject to the provisions of this Declaration: Parcel 4 of CSM 6890, City of Franklin, Milwaukee County, Wisconsin, thereon shall be known as 7930-32 S. 68th St.  
Condominiums

The address of said condominium shall be 7930-32 S. 68th St , Franklin, Wisconsin 53012. A survey of the land subject to this Declaration showing the location of the structures thereon is attached hereto as Exhibit "A" and made part hereof.

The building as shown by Exhibit A contains two residential condominium dwelling units (hereinafter "Unit") A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air having outer perimeter walls, floors and ceilings and the exterior surface of the window, window frames, doors and door frames of the building. The unit shall include all fixtures and improvements therein contained.

3 Description of Units The units are identified as Unit 1 and Unit 2 Unit 1 (7930 S. 68th St) contains approximately 2,000 square feet (exclusive of garage area), which is divided into a living room, Great Room and kitchen area and two bedrooms up, one bedroom down, three full bathrooms 2 up and 1 down, and a first floor utility/laundry, downstairs family room, office, and furnace room. Unit 1 also has a two-car garage, a gas forced air heating system, and central air Unit 2 (7932 S 68th St ) contains approximately 2000 square feet (exclusive of garage area), which is divided into a living room, Great Room and kitchen area and two bedrooms up, one bedroom down, three full bathrooms 2 up and 1 down and a first floor utility/laundry, downstairs family room, office, and furnace room. Unit 2 also has a two-car garage, a gas forced air heating system, and central air. Each unit is metered individually for gas, water and electricity and the cost of these utilities and the maintenance and replacement of the equipment providing these utilities shall be borne by the individual unit owner in which they are

located and shall not be considered a common expense. Basement space has been separated under each unit.

4. Common Elements. Common elements and areas shall consist of the condominium except the individual units and limited common areas, as each is hereunder defined, including without limitations:

(a) The land immediately upon which the buildings are located;

(b) The foundations, columns, girders, beams, supports, main walls, centralized utility sewers, public electrical wiring and conduits, drain tile, and structural parts, roofs, gutters and external finishings of the building and the grassy and fauna areas as set forth in the Attached Exhibit A.

5. Limited Common Areas A limited common area shall be appurtenant to each particular unit and shall be of such unit. The limited common areas are described in Exhibit A. The use of such limited common areas shall be governed by the By-Laws of and such rules as may be established by the Association.

6. Process The person to receive service of process shall be Randall Holterman After conveyance of both units, the Association shall immediately select a successor.

7. Administration and Management. The administration and management of this condominium property shall be governed by the By-Laws of 7930-32 S 68th St Condominium Association, a Wisconsin nonstock, nonprofit corporation. An owner of a unit, upon becoming an owner, shall be a member of the Association and shall remain a member for the period of his or her ownership. Each unit shall be entitled to one (1) vote at any meeting of the Association. The person exercising the right to vote for each unit shall be known (and hereinafter referred to) as a "Voting Member". There is a fifty percent (50%) interest appurtenant to each unit

8. Access. The owners shall have the irrevocable right, exercised by the Board of Directors, to have access to each unit during reasonable hours as necessary for the common elements therein or accessible there from, or making emergency repairs therein necessary to prevent damage to the general or limited common elements or to another unit or units Damage to the interior of any part of a unit resulting from the maintenance, repair, emergency repair or replacement of any of the general common elements or as a result of emergency repairs within another unit at the instance of the Association shall be a common expense of all of the owners; provided, however, that if such damage is the result of the negligence of a unit owner, then such unit owner shall be responsible for all of such damage

9. Maintenance Responsibility. For purposes of maintenance, replacement, repair, and remodeling, an owner shall be deemed to own the windows, doors, interior non-supporting walls, the materials (such as, but not limited to, plaster, gypsum dry walls, paneling, wallpaper, brick, stone, paint, wall and floor tile, and perimeter walls, ceilings and floors within the Unit and the Unit doors and windows. Such right to repair, alter and remodel shall carry the obligation to replace any finishing materials removed with similar or other types or kinds of finishing materials of equal or better quality. An owner shall maintain the interior of his own unit and the appurtenant limited common elements in good taste and repair, including the fixtures thereof. Fixtures shall include, but not be limited to, the extent applicable: electrical service panel, furnace, air conditioning system, hot water heater, dishwasher, garbage disposal, garage door opener, range hood, fireplace, heater, ceiling fans, sky light, faucet and plumbing fixtures, light fixtures, light switches, carpeting, floor coverings, all cabinets and sump pump. All fixtures and equipment installed within the unit commencing at a point where the utility lines, pipes, wires, conduits, or systems (hereinafter "Utilities") enter the unit shall be maintained and kept in repair by the owner thereof. The Association shall be responsible for the maintenance of the items referred to in Paragraph 4(b) above. The Association during the planting and early growth of new grass may require the watering by condominium owners of nearby or adjacent limited common or common areas at the initiative and expense of the condominium owner

10. Destruction and Reconstruction In the event of a partial or total destruction of a building or buildings, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction, both of the owners of the units in the buildings or buildings partially or totally destroyed agree not to rebuild or repair. Then, in said event, the provisions of Wisconsin Statutes 703.18(2) shall govern.

11 Insurance. The Board of Directors of the Association shall provide and maintain fire and extended loss and liability insurance coverage of the buildings and any portion thereof in the amount of the full insurable value (replacement value) of the buildings. Such insurance shall be obtained in the name of the Association as trustee for all unit owners and their respective mortgages as their interests may appear. In the event of partial or total destruction of a building or buildings and a determination to repair or reconstruct such building or buildings in accordance with Paragraph 10 hereof, the proceeds of the insurance shall be paid to the Association to be applied to the costs thereof, and nothing shall be paid to the mortgages, if any. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the unit owners and their mortgages, if any, as their respective interests may appear. Owners may insure these items, the maintenance for which they are responsible under Paragraph 9, except to the extent they are common or limited common elements. The Association shall not be responsible to provide insurance coverage for said items

12 Liability for Common Expenses The costs of administration of the Association and of the repair, maintenance, insurance and other expenses of the common

areas and facilities, limited common areas, general expenses (not allocated to an individual unit owner) such as common water lines, sanitary sewer, storm sewer discharge, maintenance and replacement, easements and other expenses which shall be deemed common expenses by the Association, shall be paid for by the Association and assessments shall be made against the unit owners, as well as the units themselves.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien until paid against the unit.

13. Partition. There shall be no partition of the common areas and facilities and limited common areas through judicial proceeds or otherwise until this agreement is terminated and the property is withdrawn from its terms.

14. Conveyance. No unit owners shall execute any deed, mortgage, lease, or other instrument affecting title to such unit ownership without including therein both their interest in the unit and their corresponding percentage of ownership in the common and limited common areas and facilities.

15. No Waiver. The failure of the Association to insist in any one or more instances upon the strict performance of any of the terms of this Declaration or to institute any action shall not be construed as a waiver of such terms

16. Amendments. Except as otherwise provided by the Act, this Declaration may be amended by an affirmative vote of both unit owners in the Condominium project

17. Lien Rights No labor performed or materials furnished and incorporated in a unit with the consent or at the request of the owner thereof or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the unit of any other owner not expressly consenting to or requesting the same, or against the general common elements owned by such other owners.

18. Mortgaging. Any owner of a unit shall have the right from time-to-time to mortgage or encumber his interest by mortgage or other security instrument. The owner of a unit may create junior mortgages on the following conditions: (1) any such junior mortgages shall always be subordinate to the obligations created by this Declaration and the By-Laws; (2) the mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon such premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association

19. Notices All notices and other documents required to be given by this Declaration or by the By-Laws of the Association shall be sufficient if given to one



registered unit owner of a unit regardless of the number of owners who have an interest therein.

20 Easements, Reservations and Encroachments

(a) Easements are hereby declared and granted for the benefit of the unit owners, the Association and reserved for the benefit of the Declarant for utility purposes.

(b) Easements are hereby reserved for the benefit of the Declarant to enter upon and make reasonable, nonexclusive use of any of the drives, walks, and other open common areas and facilities.

(c) All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the unit owners. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and on all unit owners, purchasers, and mortgages and their heirs, executors, administrators, successors and assigns. The unit owners shall have the authority to execute all documents necessary to carry out the intent of this Paragraph.

21. Utilities. Each unit owner shall pay his own telephone, electricity, gas, sewer and water, and other utilities, which are separately metered or billed, to each user by a utility company.

22. Rights of Declarants. Declarants reserve the right to lease or otherwise make available for occupancy any completed and unsold units owned by Declarants for such periods as Declarants shall determine. The terms and conditions of any such occupancy shall be determined solely by Declarants. Declarants' right shall inure to their successors and assigns.

23 Acceptance. Any purchaser(s) or their successors in interest shall be deemed to have accepted this Declaration of Condominium and the By-Laws.

24 Severability. The provisions hereof shall be deemed severable, and the invalidity or partial invalidity or unenforceability of any one provision, or portion thereof, shall not affect the validity or enforceability of the remaining portion of said provision, or of any other provisions hereof

IN WITNESS WHEREOF, the said Declarants have signed this document this \_\_\_ day of February, 2021.

7930-32 S. 69th St. CONDOMINIUMS, LLC

\_\_\_\_\_  
By: Randall Holterman -Trustee

STATE OF WISCONSIN    )  
                                  )  
MILWAUKEE COUNTY    )

Personally came before me, the above-named Randall Holterman, this \_\_\_ day of February, 2021, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission is Permanent.

**RULES AND REGULATIONS**  
**The 7030-32 S. 68th St. Condominiums**

Declarant hereby adopts the following Rules and Regulations, which the Secretary is authorized to publish:

The following are the Rules and Regulations of 7030-32 S. 68th St. Condominium Association, Inc. These Rules and Regulations may be amended or repealed by a majority vote of the Board of Directors at any time during the existence of the Condominium; provided, however, that the Rules and Regulations contained herein that are also contained in the Declaration of The 7030-32 S. 68th St. Condominiums, as amended from time-to-time, may not be amended unless the Declaration is amended and the Amended Declaration is recorded with the Milwaukee County Register of Deeds as provided by the Act. Copies of all amendments to the Rules and Regulations shall be furnished to the Unit Owners by the Secretary at least ten days prior to the time such amendment shall be effective. Capitalized terms not defined herein shall have the meaning attributed to such terms as set forth in the Declaration of The Cedarburg Condominium.

**PRELUDE**

Congratulations on your purchase of a condominium unit in The 7030-32 S. 68th St. Condominium. Condominium ownership has a great many benefits. Such ownership, however, carries certain responsibilities that are not shared by renters in an apartment setting. As a condominium owner, you are part owner of the entire project and are automatically a member of the Association that manages the Common Elements of the Condominium. In a sense, you are the landlord.

These Rules and Regulations are your rules and regulations and are intended to help all Unit Owners manage their shared interests. It is generally the responsibility of the Association to manage the elements of the condominium that are commonly owned and not to be involved in the management and maintenance of individual Units except to the extent that the management and maintenance of individual Units impacts other Unit Owners.

As a Unit Owner, you can improve your ownership experience by bringing to it an attitude of mutual interest and cooperation. It is not the role of the Association to manage the relationships of neighbors. Try to approach your neighbors as you would in a single-family neighborhood working out differences in a friendly and understanding manner.

Again, welcome to The 7030-32 S. 68th St. Condominiums. We are confident that you will enjoy and take pride in your condominium.

## **ARTICLE I. ENFORCEMENT AND MANAGEMENT**

**Section 1.1.** In order to reduce the Association's common expense and maintain uniform enforcement of the rules, the Association will designate one or more person(s) through whom all questions and concerns regarding the enforcement of these Rules and Regulations will be communicated to the Association. All Unit Owners will be notified in writing of the name(s) and contact information for the person(s) so designated. *Except in the case of an emergency, all communications to such designated Unit Owner(s) should be in writing* In this way, complaints will be documented as to time and circumstance should it be necessary for the Board to levy a fine or take other action against a Unit Owner for violation of these Rules or other requirements of the Condominium Documents.

**Section 1.2** Unit Owners are not to have direct contact with any third party hired by the Association to manage the Common Elements of the Condominium, such as maintenance personnel or contractors hired for landscaping, painting, etc. for purposes of directing their work. Such direct contact could lead to substantial additional expense to the Association and, therefore, to all of the Unit Owners, in the form of increased assessments. Accordingly, if you have a concern about Common Element maintenance, you should direct your concerns to the Association's designated representative identified pursuant to Section 1.1. of these Rules and Regulations.

**Section 1.3 Procedure for Complaints.** The Association is willing to help Unit Owners find solutions to disputes, however, the Association is not a law enforcement agency. Unit Owners should comply with the following suggested procedure when violations of the Rules and Regulations are noticed:

- (A) When a neighbor acts in an offensive or unreasonable manner as defined by these Rules and Regulations, ask the neighbor to stop unless you are concerned for your own safety in doing so.
- (B) If a neighbor is disturbing the peace, please call the local police for an emergency. If an animal is causing a problem and you cannot or are unwilling to contact the Unit Owner directly, please call the police or local animal control authorities.
- (C) If a violation is not resolved by a Unit Owner's independent efforts, report the violation to the Association. Complaints must be filed in writing with the President of the Association or such other person as the President shall designate. A complaint must include the date and time of the violation and a specific description of the violation. The complaint must identify a contact person on behalf of the complainant who can provide additional information to the Association if necessary.

**Section 1.4 Procedure for Enforcement.** The Association may enforce these Rules and Regulations as it deems necessary and appropriate pursuant to Section 8.03 of the Bylaws. Enforcement may include recourse to civil authorities, and court action if necessary, and monetary fines of not less than \$25.00 per day per violation, nor more than \$300.00 per day per violation. Such fines, if levied pursuant to the Bylaws, shall constitute an assessment against the Unit Owner's Unit as well as the Unit Owner and may be enforced by, without limitation, the placing of a lien on the Unit Owner's Unit.

(A) Except in the case of an emergency, the Board of Directors shall provide notice, either in writing or verbally, to a Unit Owner violation the Rules and Regulations.

(B) If the violation is not corrected within ten days of initial contact, a letter will be sent requiring the Unit Owner to comply with the Rules and Regulations within ten days from the date of the letter and advising the Unit Owner of the fine that will be levied if compliance is not achieved within the ten day period. Any Unit Owner who receives a violation letter may appeal the letter to the Board of Directors. To appeal, the Unit Owner ("Appellant") must notify the Board of Directors in writing and request to appear before the Board at a mutually agreeable time. During the period of Declarant control, the Appellant shall appear before one Director. Following the period of Declarant control, the Appellant shall appear before at least three Directors unless alternative arrangements are agreed to in writing.

(C) The decision of the Board of Directors regarding an appeal shall be final and binding unless the Appellant submits a written demand for arbitration to the Board within 10 days of the date of the Board's decision. Arbitration shall be conducted by a neutral third party that is mutually agreed upon by the Appellant and the Board. If the Appellant and the Board cannot agree upon a neutral third party, the arbitration shall be conducted by the American Arbitration Association pursuant to the rules in effect at the time of the demand. The cost of the arbitration shall be shared equally between the Appellant and the Board prior to the receipt of an arbitration award, but the arbitrator shall have the right to allocate fees and costs between parties as part of an arbitration award. If more than one Unit Owner is an Appellant in an arbitration award. If more than one Unit Owner is an Appellant in an arbitration, the cost of the arbitration shall be shared equally between all parties. Arbitration shall be final and binding.

(D) The above enforcement procedures are not exclusive. If the Board of Directors, in its sole discretion, determines that circumstances so warrant, it may proceed immediately and without giving the above written notices to the offending Unit Owner, to exercise any remedy provided in the Declaration or by law or equity, including turning the violation over to an attorney for enforcement and/or filing a lawsuit. Any costs incurred by the Association to enforce rules, including attorney fees, will be paid by the offending Unit Owner.

## **ARTICLE II. PARKING**

**Section 2.1** Parking shall be limited to designated to the Unit's portion of the shared driveway or two car garage attached to the Unit. You may be asked to temporarily move your vehicle(s) for snowplowing or driveway maintenance.

**Section 2.2** Guest parking shall be limited to Unit's portion of the shared driveway or two car garage attached to the Unit or City Streets. .

**Section 2.3** No vehicle of any type shall be stored anywhere on the Property including in your designated driveway or Limited Common Elements. No personal property including, but not limited to, boats, campers, trailers, recreation vehicles or other vehicles of similar nature and design, shall be stored or parked in Limited Common Elements, including, but not limited to, your designated driveway for a period of longer than twenty-four (24) hours in any one (1) week period. No individual shall be allowed to use or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping while such vehicle is parked in your designated driveway.

**Section 2.4** No Unit Owner, his family members, agents, employees, lessees, invitees or guests may use any of the parking areas for the purpose of repairing or restoring any motor vehicle. Any personal property that is stored, parked, located in, or on, any Common Element in violation of these Rules and Regulations may be towed, removed, and stored at the Unit Owner's expense. If the owner of any such property is also a Unit Owner, the expense of such towing, removal and storage shall be specially assessed to such Unit Owner and will become a lien on such Unit Owner's Unit.

**Section 2.5** The Association assumes no responsibility for damage, loss or theft of any vehicle parked anywhere within the Condominium, or for damage caused by the towing, removing or storing of any property pursuant to Section 2.4 above and Section 8.02 of the Declaration.

**Section 2.6** All Units shall park in their respective garage or designated drive way reserved for the sole use and enjoyment of the owner of the Unit to which it is allotted. The following rules apply to such Parking:

- (A) All Unit Owners may routinely park one or more of the Unit Owner's passenger vehicles (including motorcycles and/or scooters and similar vehicles) in each of the Unit Owner's allotted Garage; or
- (B) A Unit Owner may grant permission to another Unit Owner temporarily to park one passenger vehicle in each of the Unit Owner's Garage or designated driveway; and

(C) All Unit Owners shall advise the Association's Secretary of the make, model and license number of all vehicles regularly parked in the Unit Owner's Garage or designated driveway;

(D) No Unit Owner may grant permission to use his or her allotted Parking Garage or designated Driveway that is inconsistent with the terms of the Condominium Documents including, but not limited to, these Rules and Regulations. Any permission granted under this Section 2.6 shall be revoked without notice immediately upon the conveyance of the permitting Unit Owner's Unit to a third party. Further, the permitting Unit Owner shall have the absolute right to revoke permission, with or without cause, upon not less than 48 hours notice to the other Unit Owner. The Association shall have the right to enforce any revocation of permission to use a space and may use the enforcement provisions of ARTICLE I above for this purpose.

### **ARTICLE III. USE OF UNIT AND COMMON ELEMENTS**

**Section 3.1** No Residential Unit Owner shall occupy or use his Residential Unit or the Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence which, subject to the Condominium Documents, may include a home office for himself, his family or his temporary guests and lessees.

**Section 3.2** No Unit Owner, any of his family members, agents, employees, lessees, invitees or guests may in any way obstruct the use of the Common Elements or another Unit.

**Section 3.3** No Unit Owner, any of his family members, agents, employees, lessees, invitees or guests shall carry on any noxious or offensive activity in any Unit or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others including, but not limited to, the keeping of pets which consistently behave in ways that interfere with any other Unit Owner's quiet enjoyment of his/her Unit.

**Section 3.4** No Unit Owner, any of his family members, agents, employees, lessees, invitees or guests shall commit any form of waste on the Common Elements.

**Section 3.5** No Unit Owner, any of his family members, agents, employees, lessees, invitees or guests shall allow any Unit to be used for any improper, immoral, unlawful or objectionable purpose, nor shall any Unit Owner, his family members, agents, employees, lessees, invitees or guests do anything to injure the reputation of the Condominium.

**Section 3.6** No Unit Owner, any of his family members, agents, employees, lessees, invitees or guests shall allow the unreasonable or unsightly accumulation of waste, litter or any form of trash in any area.

**Section 3.7** Except as expressly provided in the Condominium Documents, no Common Elements shall be used for storage of personal property including, but not limited to, motorcycles, bicycles, baby carriages, toys, sporting goods or similar items. Storage of dangerous, toxic, and/or flammable materials in any Common Element is strictly prohibited.

**Section 3.8** No Common Elements shall be used for shaking or drying laundry, carpets, rugs or clothing.

**Section 3.9** Use of bedrooms is limited to the regular and routine occupancy of a maximum of two persons per bedroom. This rule does not prohibit guests residing in a Unit for a period of one week or less.

**Section 3.10** Smoking is permitted in Residential Units only. Smoking is prohibited in all Common Elements of the Buildings.

#### **ARTICLE IV. ARCHITECTURAL CONTROL COMMITTEE**

**Section 4.1** The Architectural Control Committee shall promulgate rules and regulations regarding what plans, specifications and other types of documentation must be provided to the Architectural Control Committee in order for the Architectural Control Committee to render a decision regarding any planned improvement, which the Architectural Control Committee must review. The Architectural Control Committee shall have ninety (90) days from the receipt of the plans, specification or other documentation to approve or disapprove the planned improvement; provided, however, if the planned improvement requires additional time to evaluate, the Architectural Control Committee shall be given such additional time as is reasonably necessary to evaluate the planned improvement. All reasonable expenses incurred by the Architectural Control Committee, including, but not limited to, the retaining of consulting engineers, architects and designers, shall be paid by the Unit Owner who is requesting the evaluation of the planned improvement

**Section 4.2** Construction activities will be limited to the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 4:00 p.m. on Saturday. No construction activities are permitted on Sunday.

**Section 4.3** Miscellaneous.

(A) Under no circumstances will satellite dishes, antenna, or similar devices be permitted to be located on the Property outside the confines of a single Unit.



(B) All signs visible to the Common Elements or outside the Condominium including, but not limited to, window signs, must receive prior written approval from the Architectural Control Committee.

## **ARTICLE V. ANIMALS**

**Section 5.1** Pets shall be limited to dogs, cats, fish and birds, unless prior written approval is obtained from Board of Directors.

**Section 5.2** Pets shall be allowed, provided the owners of pets take all reasonable actions to prevent their pets from being a nuisance, annoyance or danger to any of the Unit Owners.

**Section 5.3** All pets shall be picked up after and all droppings shall be immediately disposed of by the person in control of the pet in such person's waste container.

**Section 5.4** All pets shall be leashed and within the immediate control of a person when outside of a Unit.

**Section 5.5** Fish aquariums and/or tanks shall not exceed 50 gallons (US) capacity; and

**Section 5.6** Unit Owners shall not keep more than one dog and shall not keep more than two (2) pets total, with the exception of fish, the number of which are limited by the size of their environment. For the purposes of this Section 5.6, one aquarium of fish shall be recognized as one pet. No Rottweilers, Pit Bulls, Doberman Pinschers, Akitas, Wolf hybrids, Chow Chows or Perro de Presa Canarios (Canary Dog), or other breed which increases the insurance premium for the Association, are allowed.

**Section 5.7** Upon written determination by the Board of Directors that an animal has been found to be a nuisance, the owner of the animal shall remove the animal from the Condominium. The Board shall have the right to determine what constitutes as unreasonable nuisance. The owner of the animal shall have the right of prior notice of, and attendance at, the meeting of the Board at which any such determination is made.

## **ARTICLE VI. INSURANCE RATES AND COMPLIANCE WITH LAW**

**Section 6.1** No Unit Owner, nor his family members, agents, employees, lessees, invitees, customers, or guests shall do or act in any manner in any Unit or in the Common Elements which will cause an increase in the rate of insurance on the Common Elements.

**Section 6.2** Use of barbeque grills, fire pits, or similar devices may be used any reasonable place on the Property.

**Section 6.3** No Unit Owners shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would be in violation of any law or ordinance.

## **ARTICLE VII. LEASING OF UNITS**

**Section 7.1** Rules Applicable to Residential Units. Residential Unit Owners may only lease their Units in compliance with Section 8.03 of the Declaration and the following rules:

(A) A Unit Owner who leases his/her Unit must use the approved written lease form provided by the Association. The lease does not permit subletting of the Unit by the Unit Owner's tenant. Standard terms of such approved form relating specifically with the Rules and Regulations of the Association, may not be altered or amended without the express written consent of the Association.

(B) Any Unit Owner who enters into a lease for his/her Unit shall provide the Secretary of the Association with a copy of such lease at least five (5) business days prior to the tenant's anticipated occupancy. No lease shall be binding on the parties without the consent of the Association Secretary as evidenced by the Secretary's signature on such lease agreement.

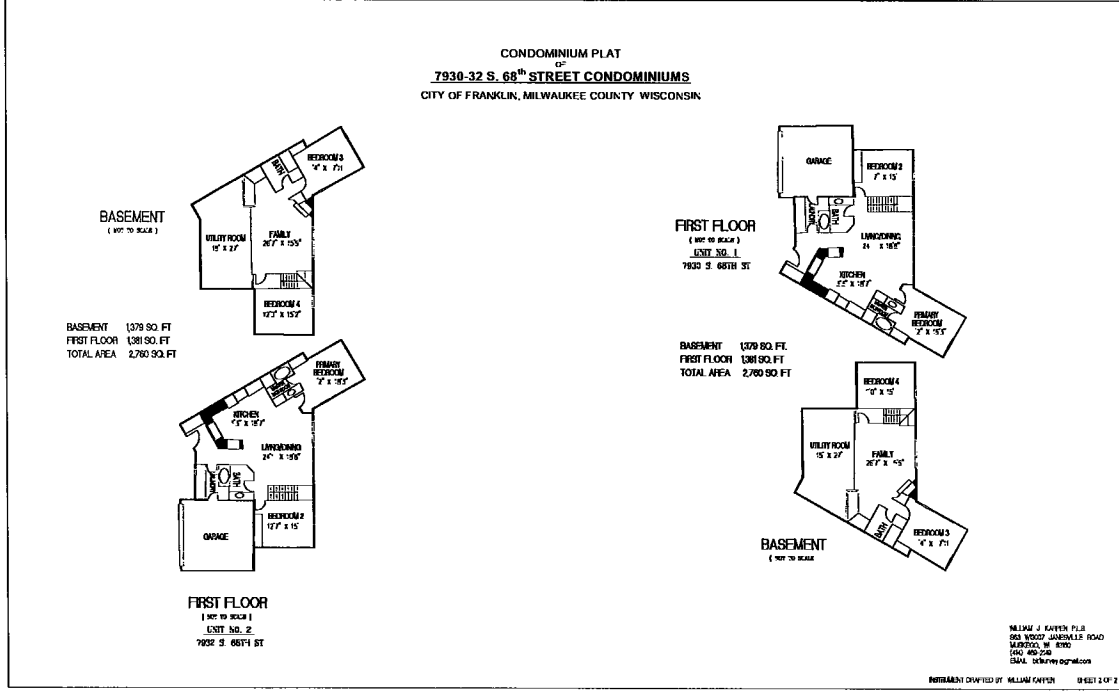
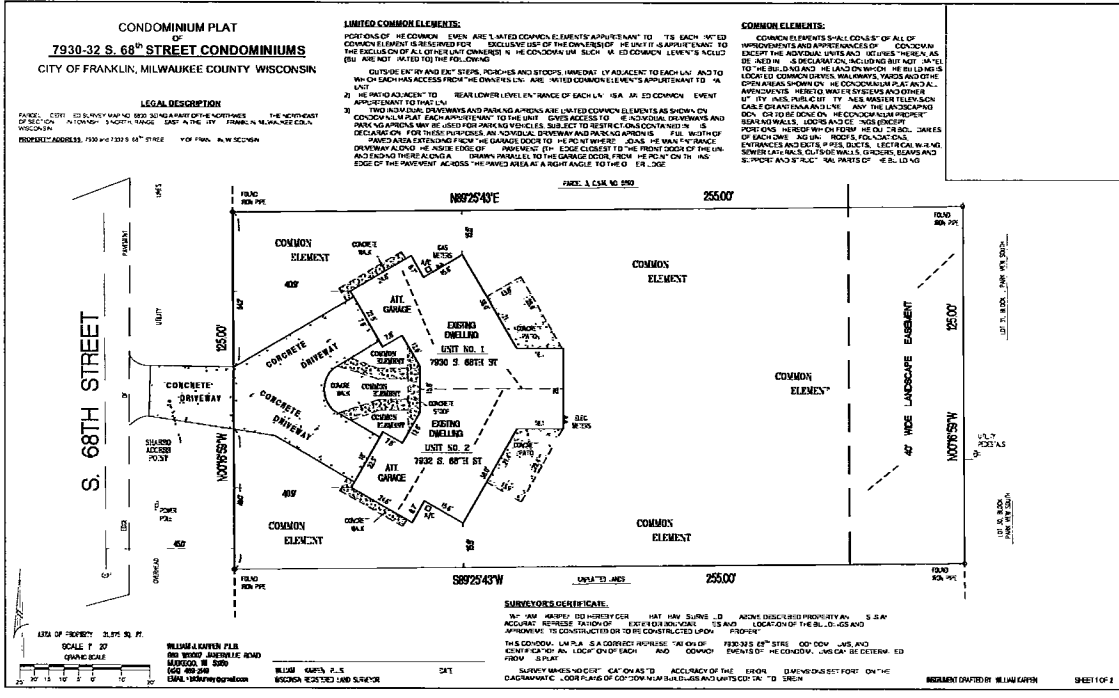
(C) No Unit may be leased for a term of less than six (6) months.

### **Section 7.2** Rules Applicable to Commercial Units

(A) A Unit Owner who leases his Unit shall remain primarily liable for the payment of any Assessment or any other amount due under any Condominium Document and the Association shall pursue the Unit Owner for any unpaid Assessment or any other payment due the Association.

(B) The rights and obligations of any tenant of any Unit shall be subject to the covenants, conditions and restrictions set forth in the Condominium Documents. Both the tenant and the Unit Owner shall be liable to the Association for tenant violations of the Condominium Documents and/or damage to Common Areas caused by the tenant, whether or not the Unit Owner has actual knowledge of the tenant's conduct.

(C) Unit Owners shall provide their tenants with a copy of all the Condominium Documents including, but not limited to, a copy of these Rules and Regulations.



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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;">02/15/21</p>
<p style="text-align: center;">REPORTS &amp; RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION AUTHORIZING THE INSTALLATION OF A COMMUNITY FIRE PIT WITH A SURROUNDING STONE CIRCLE AND AN AFFIDAVIT OF CORRECTION TO REDUCE THE STORMWATER DRAINAGE EASEMENT #1 WITHIN OUTLOT 1 OF RYANWOOD MANOR SUBDIVISION LOCATED AT APPROXIMATELY 10116 SOUTH CREEKVIEW COURT</p> <p style="text-align: center;">(TAX KEY NO. 934-0033-000)</p> <p style="text-align: center;">(OAKWOOD AT RYAN CREEK, LLC, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 5.</i></p>

At the February 4, 2021, regular meeting, the Plan Commission carried a motion to recommend approval of a resolution authorizing the installation of a community fire pit with a surrounding stone circle and an affidavit of correction to reduce the stormwater drainage easement #1 within outlot 1 of Ryanwood Manor subdivision located at approximately 10116 South Creekview Court (Tax Key No. 934-0033-000).

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution 2021-\_\_\_\_\_, authorizing the installation of a community fire pit with a surrounding stone circle and an affidavit of correction to reduce the stormwater drainage easement #1 within outlot 1 of Ryanwood Manor subdivision located at approximately 10116 South Creekview Court (Tax Key No. 934-0033-000) (Oakwood at Ryan Creek, LLC, applicant)

RESOLUTION NO. 2021-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE INSTALLATION OF A COMMUNITY FIRE PIT WITH A SURROUNDING STONE CIRCLE AND AN AFFIDAVIT OF CORRECTION TO REDUCE THE STORMWATER DRAINAGE EASEMENT #1 WITHIN OUTLOT 1 OF RYANWOOD MANOR SUBDIVISION LOCATED AT APPROXIMATELY 10116 SOUTH CREEKVIEW COURT (TAX KEY NO. 934-0033-000) (OAKWOOD AT RYAN CREEK, LLC, APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of the installation of a structure within Outlot 1 of Ryanwood Manor subdivision, and in conjunction therewith, an application for approval of a proposed Affidavit of Correction to modify stormwater drainage Easement #1 of the subdivision, specifically, to reduce the easement to a 20 foot strip along the underground utilities within Outlot 1, extending from Lot 1 to the south to right-of-way to the west [this easement is currently covering the entire Outlot 1 and is in part of Lots 1, 2, 3 and 4 at variable widths as well as the entirety of Outlot 1] and to relocate 4 tree plantings currently located within the proposed easement to the outside of the easement, but still within Outlot 1, subdivision located at approximately 10116 South Creekview Court, bearing Tax Key No 934-0033-000, more particularly described as follows:

Legal Description of the Stormwater Drainage Easement #1:

All that part of Lots 1, 2, 3, 4 and Outlot 1 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows. Beginning at the northeast corner of said Outlot 1, thence South 00°14'11" East along the east line of said Outlot 1, 80.00 feet to the southeast corner of said Outlot 1; thence South 89°45'49" West along the south line of said Outlot 1, 43.75 feet; thence South 00°14'11" East, 100.00 feet, thence South 04°24'31" West, 200.66 feet to the northeast corner of said Lot 4; thence South 00°14'11" East along the east line of said Lot 4, 180.00 feet to the southeast corner of said Lot 4; thence South 89°45'49" West along the south line of said Lot 4, 20.00 feet; thence North 00°14'11" West, 179.95 feet; thence North 02°58'56" East, 200.36 feet; thence North 06°50'43" West, 81.01 feet; thence North 54°18'39" West, 33.28 feet to the south line of said Outlot 4; thence South 89°45'49" West along said south line, 74.11 feet to the east right-of-way line of South Creekview Court; thence northeasterly, 147.72 feet along said east right-of-way line and the arc of a curve, radius of 120.00 feet, center lies to the right, chord bears North 54°29'57" East, 138.56 feet; thence North 89°45'49" East along said right-of-way line, 66.00 feet to the place of beginning; and

OAKWOOD AT RYAN CREEK, LLC – FIRE PIT AND SURROUNDING STONE  
CIRCLE APPROVAL AND RELOCATE STORMWATER DRAINAGE EASEMENT #1  
RESOLUTION NO. 2021-\_\_\_\_\_

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WHEREAS, Oakwood at Ryan Creek, LLC having applied for such approval in order to install a 5 feet in diameter by 2 1/2 foot high community fire pit with an approximately 18 feet in diameter surrounding stone circle, within Outlot 1 of Ryanwood Manor subdivision, located at approximately 10116 South Creekview Court, property zoned R-5 Suburban Single-Family Residence District; and

WHEREAS, Wis. Stats. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and Wis. Stat. § 236.295(2)(a) provides in part that an affidavit correcting a plat "that changes areas dedicated to the public or restrictions for the public benefit must be approved prior to recording by the governing body of the municipality ...in which the subdivision is located; and

WHEREAS, the Plan Commission having reviewed such applications and recommended approval thereof and the Common Council having reviewed such applications and Plan Commission recommendation and the Common Council having determined that such proposed fire pit installation and easement relocation are appropriate for approval pursuant to law upon certain conditions, all pursuant to Wis. Stats. § 236.293 and § 236.295, respectively.

WHEREAS, the Plan Commission having considered such applications and having determined that approval of such installation and stormwater drainage Easement #1 relocation 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 installation of a community fire pit and surrounding stone circle within Outlot 1 of Ryanwood Manor subdivision by Oakwood at Ryan Creek, LLC, City file-stamped December 23, 2020, and the Affidavit of Correction to reduce the stormwater drainage Easement #1, for the property as described above, be and the same are hereby approved, subject to the following conditions:

1. The community fire pit and surrounding stone circle project shall be developed in substantial compliance with the plans City file-stamped December 23, 2020
2. Oakwood at Ryan Creek, LLC, successors and assigns and any developer of the community fire pit and surrounding stone circle 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

OAKWOOD AT RYAN CREEK, LLC – FIRE PIT AND SURROUNDING STONE  
CIRCLE APPROVAL AND RELOCATE STORMWATER DRAINAGE EASEMENT #1  
RESOLUTION NO. 2021-\_\_\_\_\_

Page 3

the community fire pit and surrounding stone circle project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

3. The approval granted hereunder is conditional upon Oakwood at Ryan Creek, LLC and the community fire pit and surrounding stone circle project for the property located at approximately 10116 South Creekview 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.
4. The storm drainage easement addendum is subject to review and approval by the Engineering Department.
5. The storm drainage easement addendum and affidavit of correction shall be recorded with the Milwaukee County Register of Deeds.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution, and the Affidavit of Correction to modify the stormwater drainage Easement #1 of the subdivision, specifically, to reduce the easement to a 20 foot strip along the underground utilities within Outlot 1, extending from Lot 1 to the south to right-of-way to the west and to relocate 4 tree plantings currently located within the proposed easement, in such form and content as annexed hereto with such changes as may be approved by the City Engineer and the City Attorney, in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

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

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Chairman



ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



**REPORT TO THE PLAN COMMISSION**

**Meeting of February 4, 2021**

**Miscellaneous Application and Affidavit of Correction**

**RECOMMENDATION:** City Development staff recommends approval of this Miscellaneous application to allow for a fire pit in an outlot and affidavit of correction to reduce a stormwater drainage easement, subject to the conditions set forth in the attached resolution.

<b>Project Name:</b>	<b>Oakwood at Ryan Creek</b>
<b>General Project Location:</b>	North of 10116 S Creekview Dr (Outlot 1 of Ryanwood Manor, Tax Key Number 934-0033-000)
<b>Property Owner:</b>	Oakwood at Ryan Creek, LLC
<b>Applicant:</b>	Oakwood at Ryan Creek, LLC
<b>Agent:</b>	Ryan Fritsch. Neumann Developments, Inc.
<b>Current Zoning:</b>	R-5 Suburban Single-Family Residence District
<b>2025 Comprehensive Plan:</b>	Residential, formerly Business Park (Ord. 2019-2353)
<b>Use of Surrounding Properties:</b>	Single-family residential
<b>Applicant’s Action Requested:</b>	Approval of Miscellaneous application to allow for a fire pit in an outlot and affidavit of correction to reduce a stormwater drainage easement
<b>Staff:</b>	Principal Planner Régulo Martínez-Montilva

**INTRODUCTION:**

On October 14, 2020, Neumann Developments, Inc. requested after-the-fact permission for the installation of a fire pit and gravel circle within Outlot 1 of the Ryanwood Manor subdivision. According to the recorded plat, construction within outlots is prohibited unless approved by the City of Franklin. The fire pit and gravel circle were installed without approval from the city, Inspection Services staff noticed the fire pit during an inspection in April 2020 (see attached photographs).

Additionally, the applicant is proposing an amendment to the storm drainage easement #1 of this subdivision. This easement is currently covering the entire Outlot 1, while the proposal is to reduce it to a 20-foot strip along the underground utilities. The red circle is the current location of the gravel circle and the blue one is the proposed location outside the amended easement.

**ANALYSIS:**

Staff reviewed the request for the fire pit and sent a memorandum to the applicant with review comments on November 17, 2020. The applicant resubmitted his materials on December 23, 2020, along with a revised landscape plan for outlot 1 and an affidavit of correction application to reduce stormwater drainage easement #1. The affidavit of correction serves to note the easement modification that affects the recorded plat, as provided by Wisconsin Statutes

§236.293. The addendum to the storm drainage easement is subject to review and approval by the Engineering Department.

It is worth noting that this request is to allow for a fire pit in outlot 1 of Ryanwood Manor, but the outlot designation will remain. With regards to the landscape plan, all landscape features would be outside the proposed drainage easement to allow for future maintenance without impact to these trees. No pedestrian path is being proposed from the sidewalk to the fire pit.

**STAFF RECOMMENDATION:**

City Development staff recommends approval of this Miscellaneous application to allow for a fire pit in an outlot and affidavit of correction to reduce a stormwater drainage easement, subject to the conditions set forth in the attached resolution.

## MEMORANDUM

Date: November 17, 2020  
To: Ryan Fritsch Neumann Developments, Inc.  
From: Department of City Development.  
RE: Miscellaneous application, fire pit within outlot 1 of Ryanwood Manor

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Please be advised that City Staff has reviewed the above application received on October 14, 2020, to allow for a fire pit within outlot 1 of Ryanwood Manor and modifications to storm drainage easement #1. Department comments are as follows:

### **Department of City Development**

1. Pursuant to Wis. Statutes §236.295, an affidavit of correction is required for the modification or relocation of storm drainage easement #1. The correction instrument needs to be recorded with the Register of Deeds upon Common Council approval. Please submit an affidavit of correction to the Department of City Development, application form is attached.
2. Please submit a revised landscape plan for outlot 1, including existing trees and shrubs and those to be removed, relocated or planted as part of the fire pit relocation.

### **Engineering Department Comments**

3. *No comments to the proposed Miscellaneous application. However, the following conditions should be resolved before recommending it for approval.*
  - *Must have an affidavit of correction to remove the label "Storm Drainage Easement" in all Outlot 1 of the recorded subdivision plat and shall be recorded in the office of the register of deeds*
  - *Furnish a copy of the recorded document to the City of Franklin for our record*
  - *Submit an easement document proposal for review and approval and recording*

### **Police Department Comments**

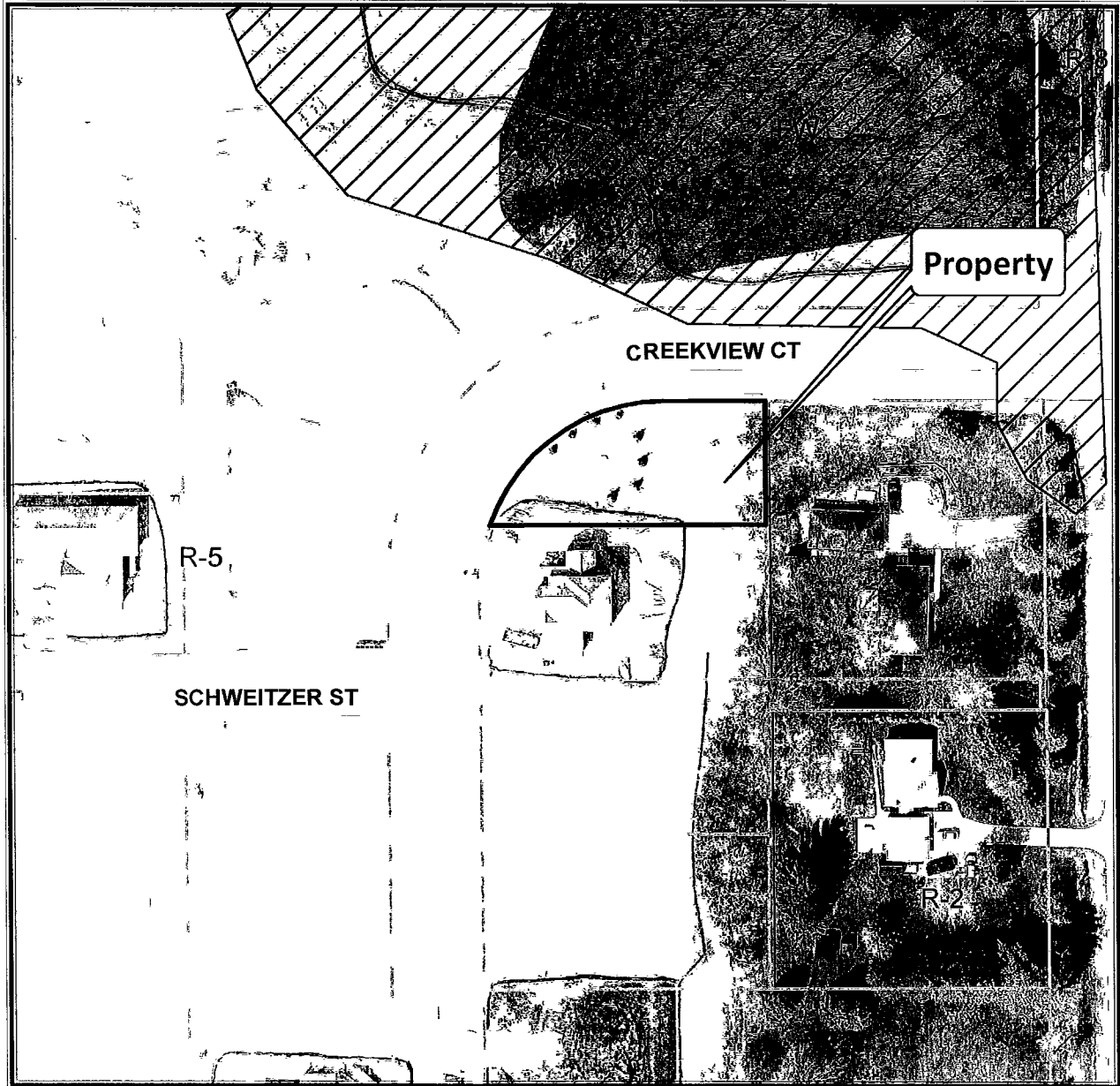
4. *The fire department has no comments or concerns with the proposed changes*

### **Inspection Services Department Comments**

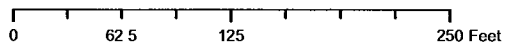
5. *Inspection Services has no comments on the subject proposal at this time*



TKN: 934 0033 000



Planning Department  
(414) 425-4024

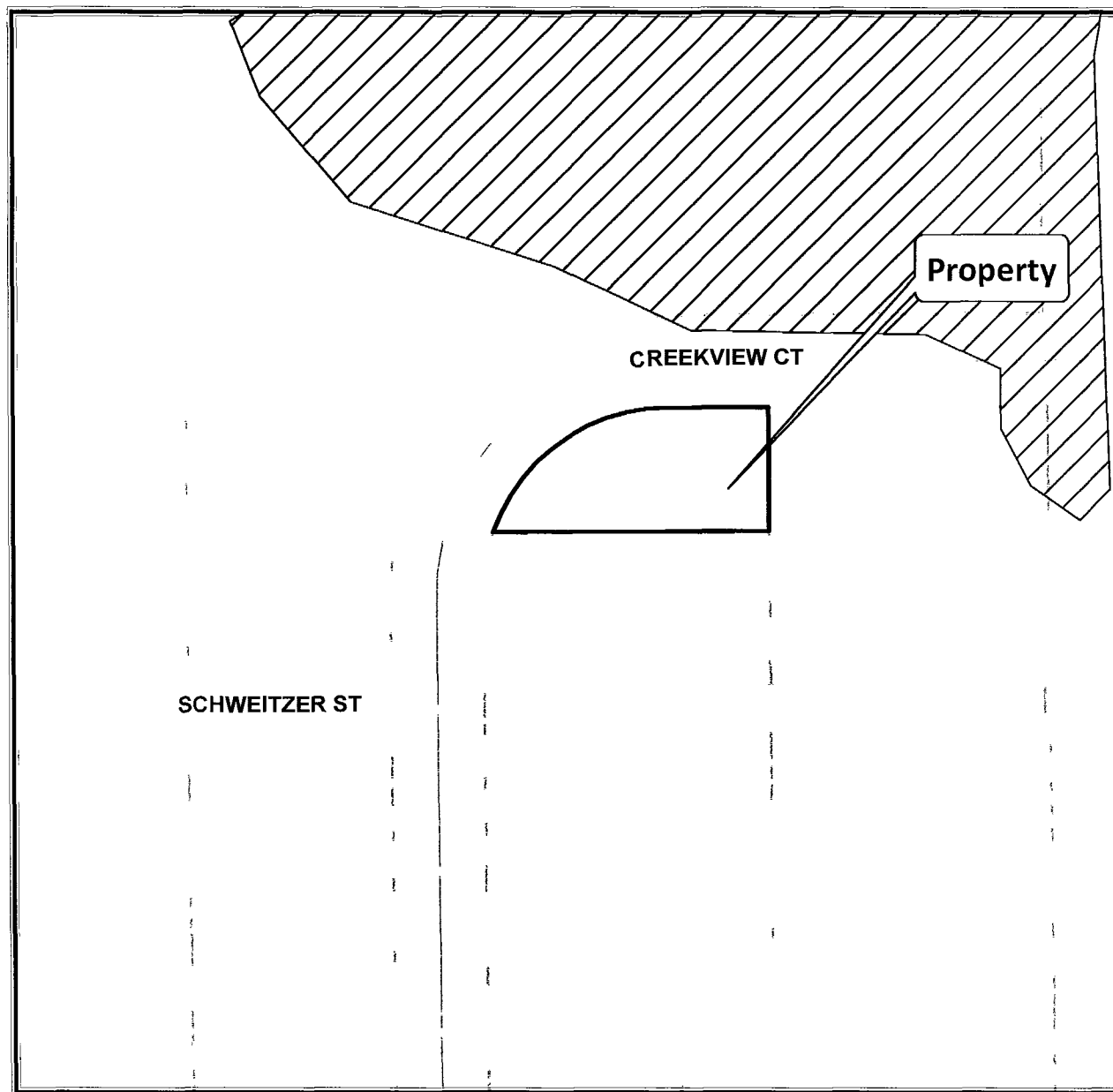


2017 Aerial Photo

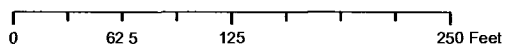
*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.*



TKN: 934 0033 000

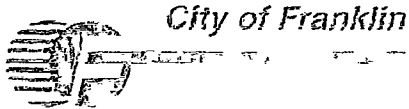


Planning Department  
(414) 425-4024



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.*



Date of Application 10/12/2020

### MISCELLANEOUS APPLICATION

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

<p><b>Applicant</b> (Full Legal Name[s]).          Name <u>Ryan Fritsch</u>          Company <u>Oakwood at Ryan Creek, LLC</u>          Mailing Address <u>N27 W24025 Paul Court Suite 100</u>          City / State <u>Pewaukee / WI</u> Zip <u>53072</u>          Phone <u>262-542-9200</u>          Email Address <u>rfritsch@neumanndevelopments.com</u></p> <p><b>Project Property Information:</b>          Property Address <u>Approx. 10116 S Creekview Court</u>          Property Owner(s) <u>Oakwood at Ryan Creek, LLC</u>          Mailing Address <u>N27 W24025 Paul Court Suite 100</u>          City / State <u>Pewaukee / WI</u> Zip <u>53072</u>          Email Address <u>rfritsch@neumanndevelopments.com</u></p>	<p><b>Applicant is Represented by (contact person)</b> (Full Legal Name[s]).          Name <u>Ryan Fritsch</u>          Company <u>Neumann Developments, Inc.</u>          Mailing Address <u>N27 W24025 Paul Court Suite 100</u>          City / State <u>Pewaukee / WI</u> Zip <u>53072</u>          Phone <u>262-542-9200</u>          Email Address <u>rfritsch@neumanndevelopments.com</u></p> <p>Tax Key Nos. <u>934 0033 000</u>          Existing Zoning <u>R-5</u>          Existing Use <u>Residential</u>          Proposed Use _____          Future Land Use Identification _____</p>
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\*The 2025 Comprehensive Master Plan Future Land Use Map is available at <http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm>

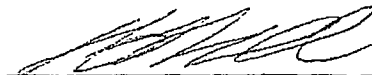
Miscellaneous Application submittals **for review** must include and be accompanied by the following.

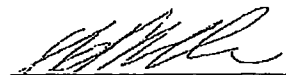
- This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
- Application Filing Fee, payable to City of Franklin  \$125
- Legal Description for the subject property (WORD doc or compatible format)
- (1) original and six (6) copies of a written Project 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

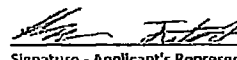
The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information 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 - Property Owner  
Steve McKeone, President Oakwood at Ryan LLC  
 Name & Title (PRINT) \_\_\_\_\_ Date \_\_\_\_\_

  
 Signature - Applicant  
Steve McKeone, President Oakwood at Ryan LLC  
 Name & Title (PRINT) \_\_\_\_\_ Date \_\_\_\_\_

Signature - Property Owner  
 Name & Title (PRINT) \_\_\_\_\_ Date \_\_\_\_\_

  
 Signature - Applicant's Representative  
Ryan Fritsch - Project Resident, NOI  
 Name & Title (PRINT) \_\_\_\_\_ Date 10/12/2020



October 12, 2020

City of Franklin  
Attn: Planning Department  
9229 West Loomis Road  
Franklin, WI 53132

Neumann Developments, Inc. is proposing an amendment to the Storm Drainage Easement #1 of the Ryanwood Manor subdivision, located at the northwest corner of South 76<sup>th</sup> Street and Oakwood Avenue in the City of Franklin. The first and second phase of the subdivision were platted in 2019 and brought 66 new single-family residential lots to Franklin. Home construction is off to a strong start and many new residents have already settled in

The proposed amendment pertains to Outlot 1 of the subdivision and would alter the existing Storm Drainage Easement #1 within Outlot 1. The current drainage easement is in part of Lots 1, 2, 3, and 4 at variable widths as well as the entirety of Outlot 1. As shown in the enclosed exhibit, the revised easement would have a width of 20 feet within Outlot 1, extending from Lot 1 to the south to right-of-way to the west. The 20-foot width was suggested through conversation with City staff as the minimum necessary to effectively serve the storm sewer utilities located underground.

In addition to the easement amendment being requested, Neumann Developments is seeking approval for allowance of a vertical structure within Outlot 1. The proposed structure is a community fireplace, approximately 5 feet in diameter and 2½ feet in height. The fireplace will be surrounded by a decorative stone, approximately 18 feet in diameter. Both the fireplace and its stone circle would remain outside of the revised drainage easement and right-of-way. This amenity will provide a great benefit for community members and serve as a central gathering space for all Ryanwood Manor residents.

Furthermore, there are four tree plantings currently located within the proposed easement; the trees would be relocated outside of the easement but remain within Outlot 1.

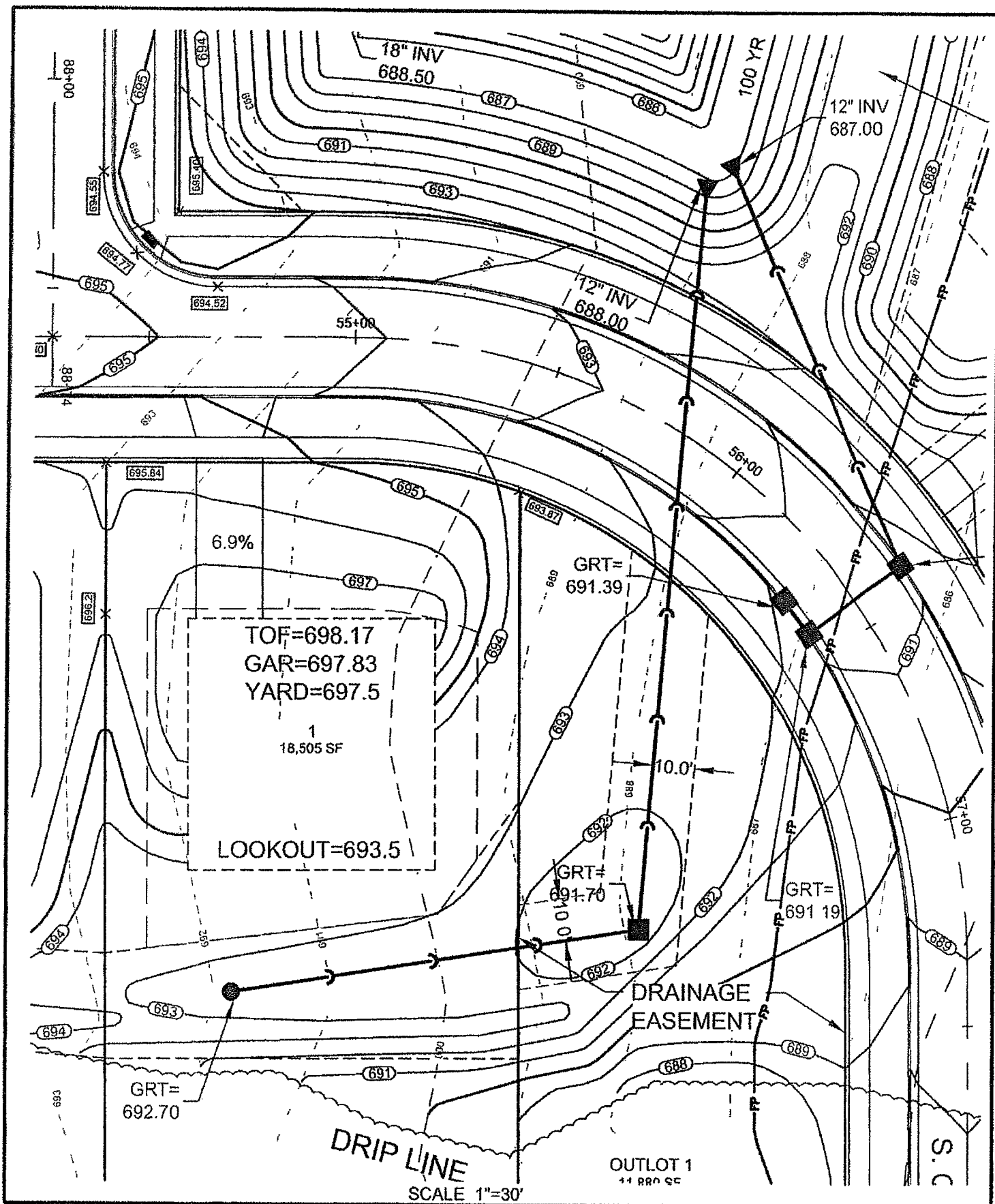
Thank you for your time and consideration.

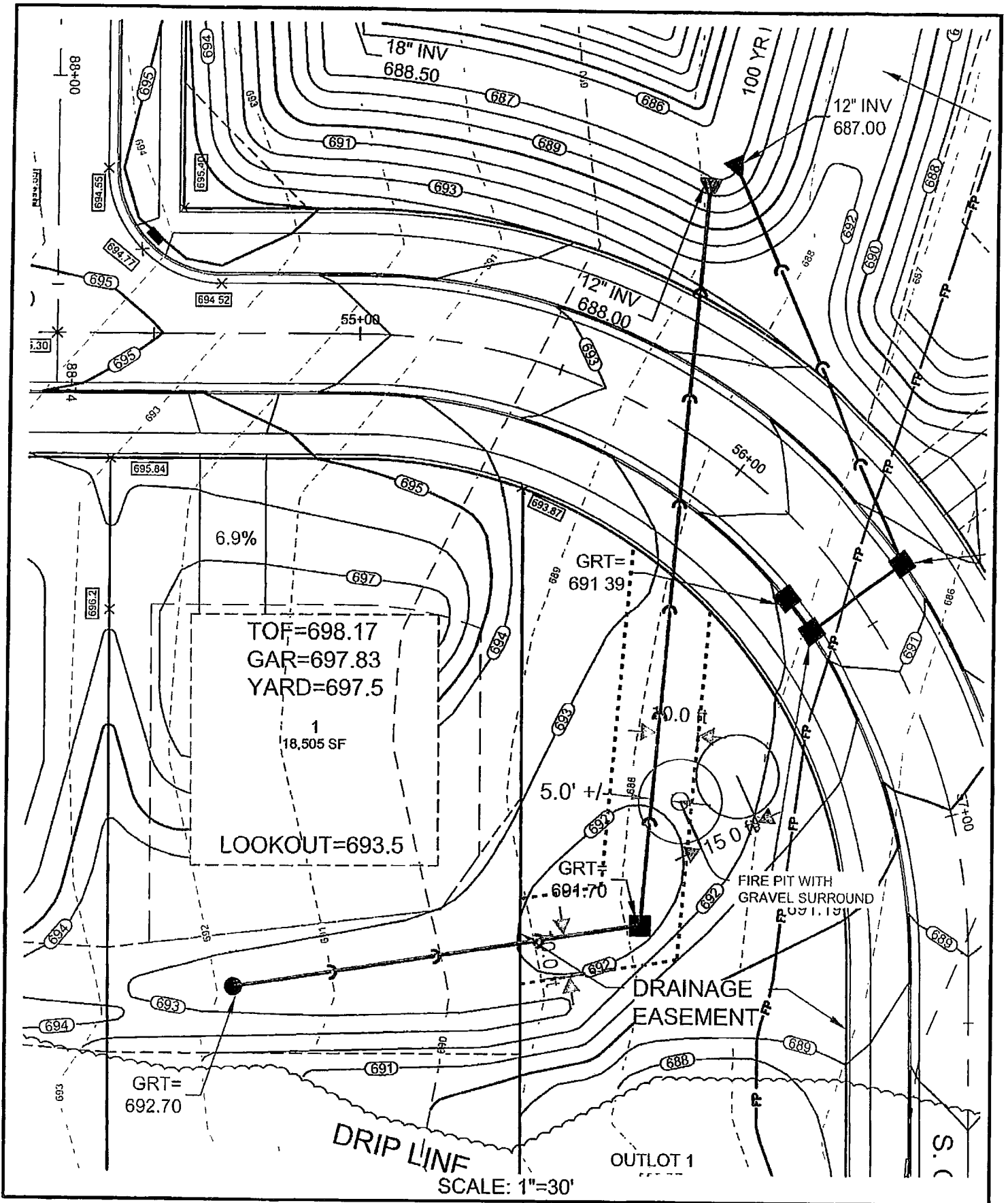
Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ryan Fritsch".

Ryan Fritsch  
Project Assistant – Neumann Developments, Inc





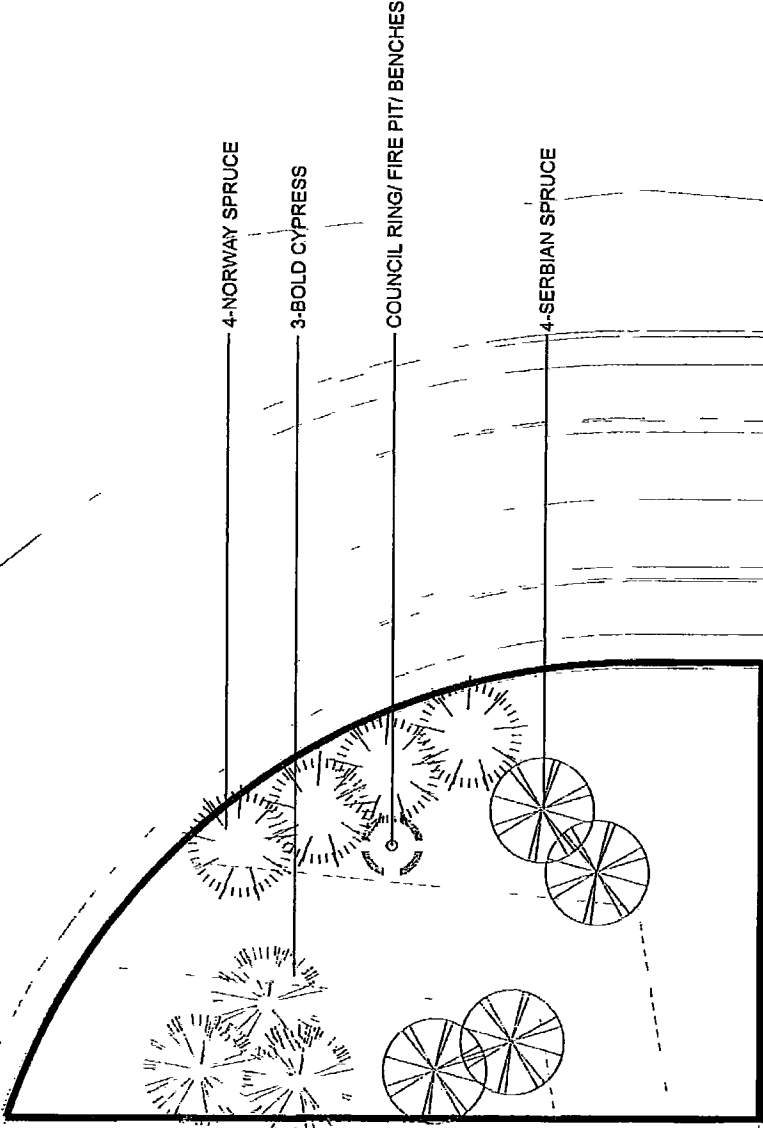
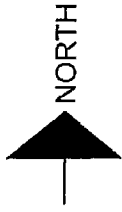




MILWAUKEE, WISCONSIN  
 CITY OF FRANKLIN  
 RYANWOOD MANOR  
 PROPOSED GARDEN DESIGN FOR

GARLAND ALLIANCE  
 LANDSCAPE ARCHITECTS  
 140  
 LANDSCAPE ARCHITECTS

REVISIONS:  
 DATE: 01/10/11  
 DRAWN BY: [blank]  
 CHECKED BY: [blank]  
 PROJECT NO: 1113  
 SHEET NUMBER: 11.1



4-NORWAY SPRUCE

3-BOLD CYPRESS

COUNCIL RING/ FIRE PIT/ BENCHES

4-SERBIAN SPRUCE

(Description of Easement Area)

Legal Description of the Storm Drainage Easement #1.

All that part of Lots 1, 2, 3, 4 and Outlot 1 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Beginning at the northeast corner of said Outlot 1; thence South 00°14'11" East along the east line of said Outlot 1, 80.00 feet to the southeast corner of said Outlot 1; thence South 89°45'49" West along the south line of said Outlot 1, 43.75 feet; thence South 00°14'11" East, 100.00 feet; thence South 04°24'31" West, 200.66 feet to the northeast corner of said Lot 4; thence South 00°14'11" East along the east line of said Lot 4, 180.00 feet to the southeast corner of said Lot 4; thence South 89°45'49" West along the south line of said Lot 4, 20.00 feet; thence North 00°14'11" West, 179.95 feet; thence North 02°58'56" East, 200.36 feet; thence North 06°50'43" West, 81.01 feet; thence North 54°18'39" West, 33.28 feet to the south line of said Outlot 4; thence South 89°45'49" West along said south line, 74.11 feet to the east right-of-way line of South Creekview Court; thence northeasterly, 147.72 feet along said east right-of-way line and the arc of a curve, radius of 120.00 feet, center lies to the right, chord bears North 54°29'57" East, 138.56 feet; thence North 89°45'49" East along said right-of-way line, 66.00 feet to the place of beginning.

Legal Description of the Storm Drainage Easement #2:

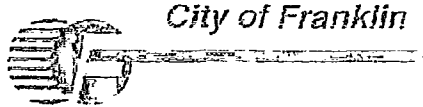
All that part of Lot 9 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows. Beginning at the northwest corner of said Lot 9; thence North 89°38'01" East along the south right-of-way line of West Schweitzer Street, 14.58 feet; thence South 18°52'18" West, 25.58 feet; thence North 71°07'42" West, 6.51 feet to the west line of said Lot 9; thence North 00°21'59" West along said west line, 22.01 feet to the place of beginning

Legal Description of the Storm Drainage Easement #3:

All that part of Lots 14 through 25 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Beginning at the northwest corner of said Lot 14; thence North 56°24'46" East along the north line of said Lot 14, 17.93 feet; thence South 00°21'59" East, 321.90 feet; thence North 89°38'01" East, 130.00 feet to the west right-of-way line of South Ryan Creek Court; thence South 00°21'59" East along said west right-of-way line, 20.00 feet, thence South 89°38'01" West, 130.00 feet; thence South 00°21'59" East, 275.00 feet to the north right-of-way line of West Schweitzer Street; thence South 89°38'01" West along said north right-of-way line, 30.00 feet; thence North 00°21'59" West, 617.13 feet to the north line of said Lot 25, thence South 56°31'42" East along said north line, 18.06 feet to the place of beginning.

Legal Description of the Storm Drainage Easement #4:

All that part of Lots 27 through 32 and Outlot 3 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Beginning at the southwest corner of said Lot 32; thence North  $00^{\circ}21'59''$  West along the west subdivision line, 646.86 feet; thence North  $39^{\circ}00'08''$  East, 117.83 feet; thence South  $60^{\circ}05'02''$  East, 20.00 feet, thence South  $24^{\circ}07'14''$  West, 161.67 feet; thence South  $00^{\circ}21'59''$  East, 580.74 feet to the north right-of-way line of West Schweitzer Street; thence South  $89^{\circ}38'01''$  West along said north right-of-way line, 25.00 feet to the place of beginning.



Date of Application: 12/1/2020

## AFFIDAVIT OF CORRECTION (PLAT) APPLICATION

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

<p><b>Applicant (Full Legal Name(s))</b>          Name <u>Ryan Fritsch</u>          Company <u>Oakwood at Ryan Creek, LLC</u>          Mailing Address <u>N27 W24025 Paul Court Suite 100</u>          City / State <u>Pewaukee / WI</u> Zip <u>53072</u>          Phone: <u>262-542-9200</u>          Email Address: <u>rfritsch@neumanndevelopments.com</u></p> <p><b>Project Property Information:</b>          Property Address <u>Approx. 10116 S Croekview Court</u>          Property Owner(s) <u>Oakwood at Ryan Creek, LLC</u>          Mailing Address <u>N27 W24025 Paul Court Suite 100</u>          City / State <u>Pewaukee / WI</u> Zip <u>53072</u>          Email Address <u>rfritsch@neumanndevelopments.com</u></p>	<p><b>Applicant is Represented by (contact person) (Full Legal Name(s)):</b>          Name <u>Ryan Fritsch</u>          Company <u>Neumann Developments, Inc.</u>          Mailing Address <u>N27 W24025 Paul Court Suite 100</u>          City / State <u>Pewaukee / WI</u> Zip <u>53072</u>          Phone <u>262-542 9200</u>          Email Address <u>rfritsch@neumanndevelopments.com</u></p> <p>Tax Key Nos <u>934 0033 000</u>          Existing Zoning <u>R-5</u>          Existing Use <u>Residential</u>          Proposed Use _____          Future Land Use Identification _____</p>
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\*The 2025 Comprehensive Master Plan Future Land Use Map is available at <http://www.franklinwi.gov/Home/Resources/Documents/Maps.htm>

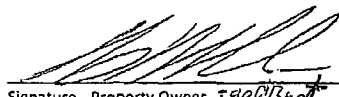
Application submittals FOR AFFIDAVIT OF CORRECTION for review must include and be accompanied by the following:

- 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)
- Seven (7) complete collated sets of Application materials to include
  - One (1) original and six (6) copies of a written Project Narrative
  - Seven (7) folded full size, drawn to scale copies of the Plat Affidavit of Correction (See Section 59.43(2)(m) of the Wisconsin Statutes for information that must be included on the correction instrument
- Email (or CD ROM) with all plans/submittal materials *Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable).*

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- Most requests require Plan Commission and/or Common Council review and approval
- All Plat Affidavit of Correction requests shall comply with Section 236 295 of the Wisconsin Statutes

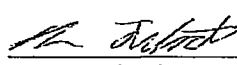
The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information 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 = applicant  
 Name & Title (PRINT) Ryan Fritsch - Managing Member, Oakwood at Ryan Creek LLC  
 Date \_\_\_\_\_

Signature - Property Owner  
 Name & Title (PRINT) \_\_\_\_\_  
 Date \_\_\_\_\_

Signature - Applicant  
 Name & Title (PRINT) \_\_\_\_\_  
 Date \_\_\_\_\_

  
 Signature - Applicant's Representative  
 Name & Title (PRINT) Ryan Kultsch - Project Assistant 2 - NDI  
 Date \_\_\_\_\_

Document No

**AFFIDAVIT OF CORRECTION**

AFFIANT, hereby swears or affirms that the attached subdivision plat called Ryanwood Manor, recorded on the 11th day of June, 2019, in reel no 9661, as document no 10878187 and was recorded in the Register of Deeds of Milwaukee County, State of Wisconsin, contained the following error

The storm drainage easement as graphically shown covering all of Outlot 1 on Sheet 4 of 7 of the aforesaid plat was shown incorrectly and should be described as shown on the attached Exhibit A

**NAME AND ADDRESS RETURN**

**CITY OF FRANKLIN  
PLANNING DEPARTMENT  
9229 WEST LOOMIS ROAD  
FRANKLIN, WI 53132**

Pin: 234-0033-000  
(Parcel Identification number)

A complete original or copy of the original should be attached.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Affiant's Signature (print name below)

John Konopacki

STATE OF WISCONSIN  
COUNTY OF \_\_\_\_\_) SS

Subscribed and sworn to (or affirmed) before me this \_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(type name below)

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission (expires) (is) \_\_\_\_\_

OAKWOOD AT RYAN CREEK, LLC

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature (print name below)

Steve DeCleene, Member

STATE OF WISCONSIN  
COUNTY OF \_\_\_\_\_) SS

Subscribed and sworn to (or affirmed) before me this \_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(type name below)

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission (expires) (is) \_\_\_\_\_

CITY OF FRANKLIN

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature (print name below)

Stephen R. Olson, Mayor

\_\_\_\_\_  
Signature (print name below)

Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN  
COUNTY OF \_\_\_\_\_) SS

Subscribed and sworn to (or affirmed) before me this \_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(type name below)

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission (expires) (is) \_\_\_\_\_

Drafted by John Konopacki



Register of Deeds  
**Milwaukee County**  
Israel Ramón • Register of Deeds



DOC. # 10878187  
RECORDED:  
06/11/2019 08:37 AM  
ISRAEL RAMON  
REGISTER OF DEEDS  
MILWAUKEE COUNTY, WI  
AMOUNT: 50.00

# PLAT

PLAT  
NAME: Ryanwood Manor

DOC# 10878187

REEL# 9661

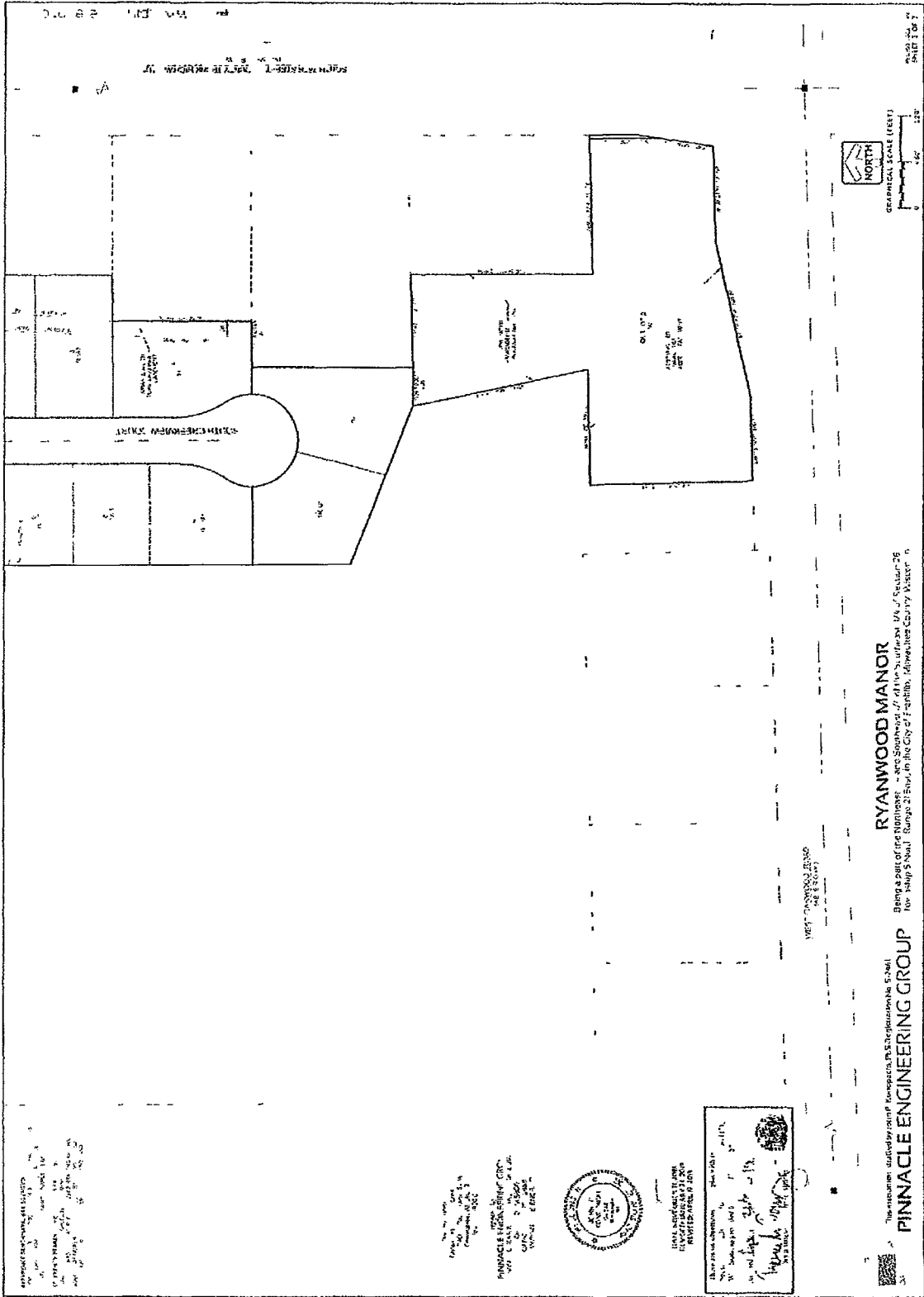
DATE: June 11, 2019

Number of Pages: 7









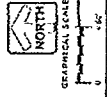
APPROVED FOR RECORDING BY THE CITY OF FORT MITCHELL, MISSISSIPPI  
 DATE: 05/11/2011  
 BY: [Signature]

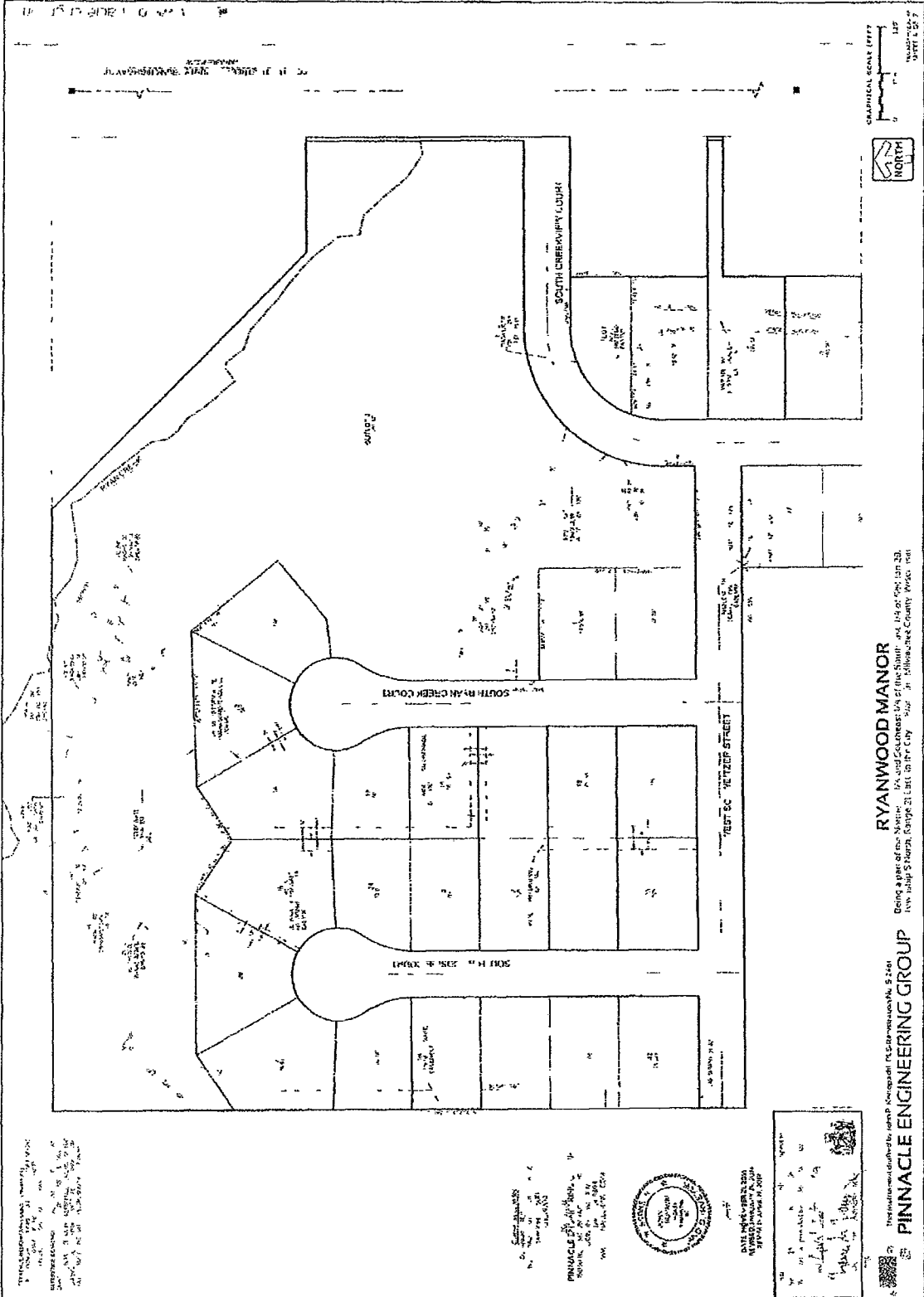
RYANWOOD MANOR  
 Pinnacle Engineering Group  
 1000 S. GARDNER ST.  
 FORT MITCHELL, MISSISSIPPI 39426  
 TEL: 662-335-1111  
 FAX: 662-335-1112  
 WWW.PINNACLE-ENG.COM



DATE SUBMITTED FOR RECORD: 05/11/2011  
 PROJECT: RYANWOOD MANOR  
 SHEET NO. 1 OF 1  
 [Signature]

**PINNACLE ENGINEERING GROUP**  
 The information furnished by this group is for informational purposes only.  
 RYANWOOD MANOR  
 Being a part of the Northshore - Area Subdivision of the Ryanwood Manor, located in the City of Fort Mitchell, Indianola County, Mississippi.  
 Project No. 10000





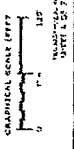
THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION OR RECORDING PURPOSES. IT IS THE PROPERTY OF PINNACLE ENGINEERING GROUP AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PINNACLE ENGINEERING GROUP.

PINNACLE ENGINEERING GROUP  
 10000 W. 100th Street, Suite 100  
 Overland Park, KS 66204  
 Phone: (913) 241-1100  
 Fax: (913) 241-1101  
 Website: www.pinnacleeng.com



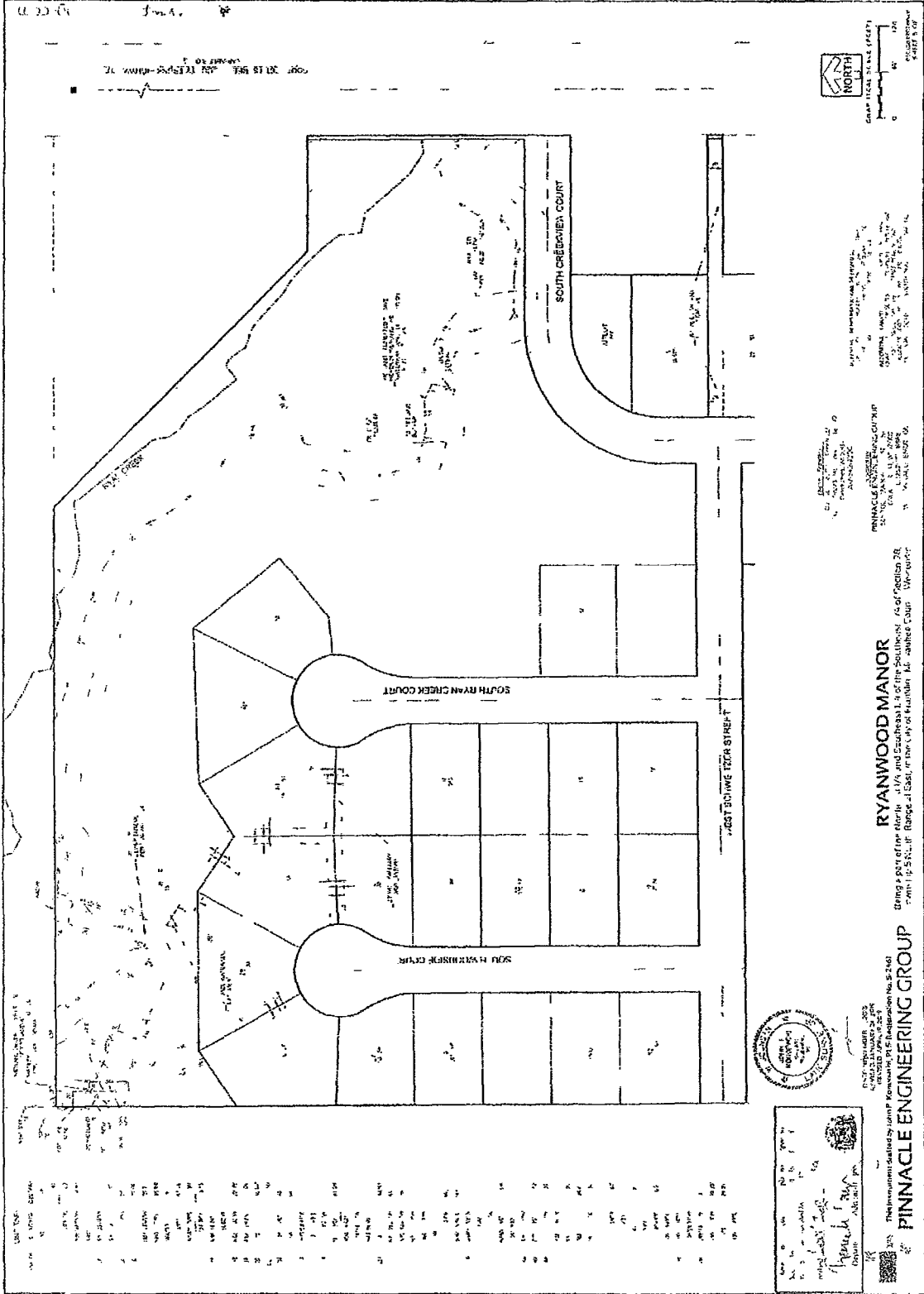
DATE: 10/15/2014  
 BY: [Signature]  
 PROJECT: RYANWOOD MANOR

I, the undersigned, hereby certify that the above is a true and correct copy of the original plan as shown to me by the applicant.



**RYANWOOD MANOR**  
 Being a part of the Manor, 1/4 and Southeast 1/4 of the South 1/4 of Sec. 28,  
 Twp. 19th S. Range 21 East, 1st City, Shawnee County, Kansas.

**PINNACLE ENGINEERING GROUP**  
 PINNACLE ENGINEERING GROUP, INC. ENGINEERS, ARCHITECTS & PLANNERS  
 10000 W. 100th Street, Suite 100, Overland Park, KS 66204  
 Phone: (913) 241-1100, Fax: (913) 241-1101, Website: www.pinnacleeng.com



LOT DATA

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)	PERCENTAGE OF TOTAL AREA
1	10,000	115.14	1.15%
2	10,000	115.14	1.15%
3	10,000	115.14	1.15%
4	10,000	115.14	1.15%
5	10,000	115.14	1.15%
6	10,000	115.14	1.15%
7	10,000	115.14	1.15%
8	10,000	115.14	1.15%
9	10,000	115.14	1.15%
10	10,000	115.14	1.15%
11	10,000	115.14	1.15%
12	10,000	115.14	1.15%



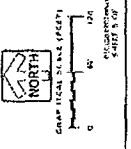
Pinnacle Engineering Group  
 12542  
 State of Florida  
 License No. 12542

**PINNACLE ENGINEERING GROUP**  
 12542  
 State of Florida  
 License No. 12542

**RYANWOOD MANOR**  
 Being a part of the blocks 11/8, and 11/8, and 11/8, of the Subdivisions, 44 of Section 28,  
 Township 12 S., Range 1 E., Range 1 E., Range 1 E., in the City of Hialeah, Dade County, Florida.

PINNACLE ENGINEERING GROUP  
 12542  
 State of Florida  
 License No. 12542

PINNACLE ENGINEERING GROUP  
 12542  
 State of Florida  
 License No. 12542



12542  
 State of Florida  
 License No. 12542





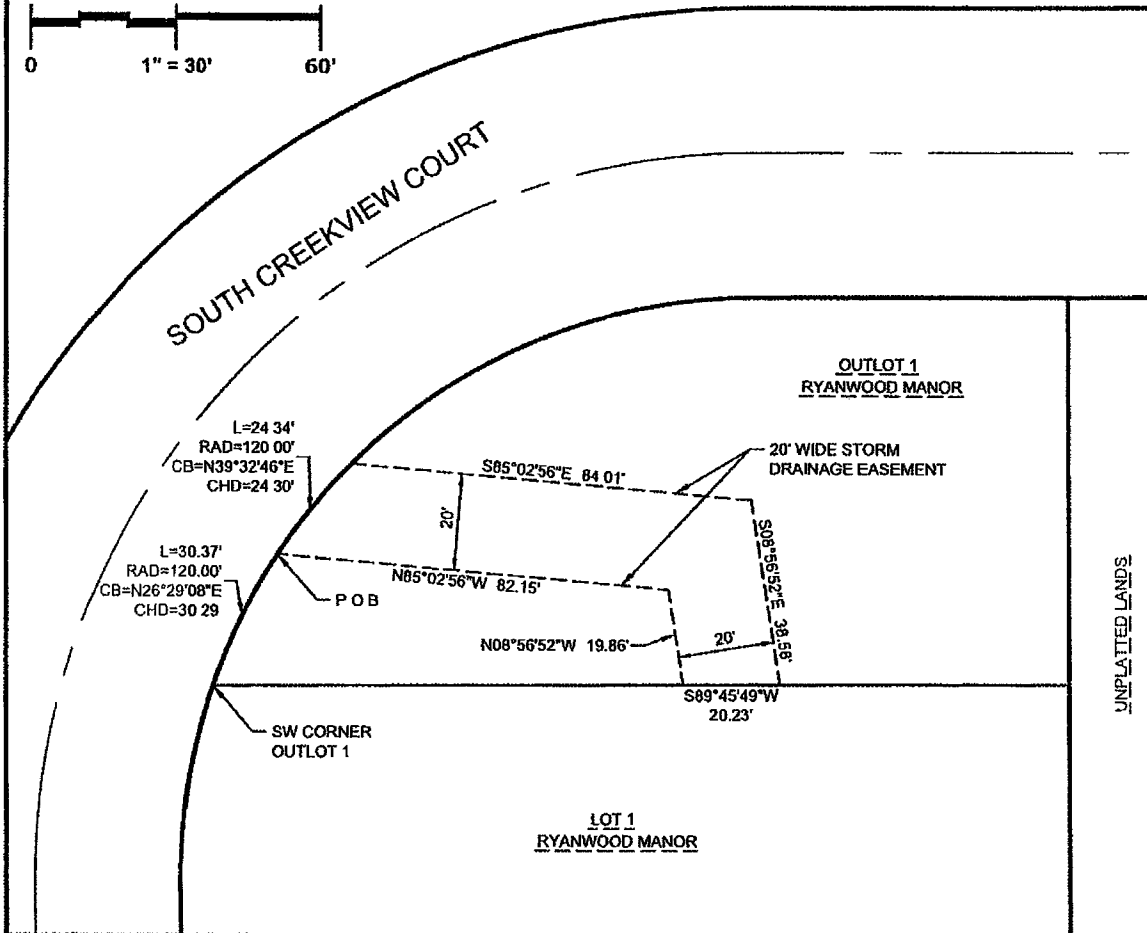
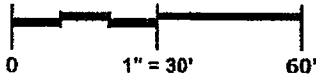
Legal Description of 20' Wide Storm Drainage Easement:

All that part of Outlot 1 in Ryanwood Manor, a subdivision recorded on June 11<sup>th</sup>, 2019, in Reel No. 9661, as Document No. 10878187 in the Register of Deeds for Milwaukee County, located in part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the southwest corner of said Outlot 1; thence northeasterly, 30.37 feet along the east right-of-way line of South Creekview Court and the arc of a curve, radius of 120.00 feet, center lies to the right, chord bears North 26°29'08" East, 30.29 feet to the place of beginning of the land hereinafter to be described, thence continuing northeasterly, 24.34 feet along said east right-of-way line and the arc of a curve, radius of 120.00 feet, center lies to the right, chord bears North 39°32'46" East, 24.30 feet; thence South 85°02'56" East, 84.01 feet; thence South 08°56'52" East, 38.58 feet to the south line of said Outlot 1; thence South 89°45'49" West along said south line, 20.23 feet, thence North 08°56'52" West, 19.86 feet; thence North 85°02'56" West, 82.15 feet to the place of beginning.



OUTLOT 3  
RYANWOOD MANOR

GRAPHICAL SCALE (FEET)





Document No

**ADDENDUM TO STORM DRAINAGE EASEMENT**

This Addendum to Storm Drainage Easement is being recorded as an addendum to the Storm Drainage Easement – Ryanwood Manor recorded on March 9, 2020 as Document No 10958531, in the Register of Deeds of Milwaukee County, State of Wisconsin

The addendum is being recorded to correct the Variable Width Storm Drainage Easement #1. The corrected Variable Width Storm Drainage Easement #1 is graphically shown on the attached Exhibit B and described on the attached Exhibit C

All other terms and conditions as described in Document No 10958531 remain in place

NAME AND ADDRESS RETURN

CITY OF FRANKLIN  
PLANNING DEPARTMENT  
9229 WEST LOOMIS ROAD  
FRANKLIN, WI 53132

Pin: 234-0033-000  
(Parcel Identification number)

OAKWOOD AT RYAN CREEK, LLC

CITY OF FRANKLIN

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature (print name below)

\_\_\_\_\_  
Signature (print name below)

Steve DeCleene, Member

Stephen R. Olson, Mayor

STATE OF WISCONSIN  
COUNTY OF \_\_\_\_\_)) SS

\_\_\_\_\_  
Signature (print name below)

Sandra L. Wesolowski, City Clerk

Subscribed and sworn to (or affirmed) before me this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

STATE OF WISCONSIN  
COUNTY OF \_\_\_\_\_)) SS

\_\_\_\_\_  
(type name below)

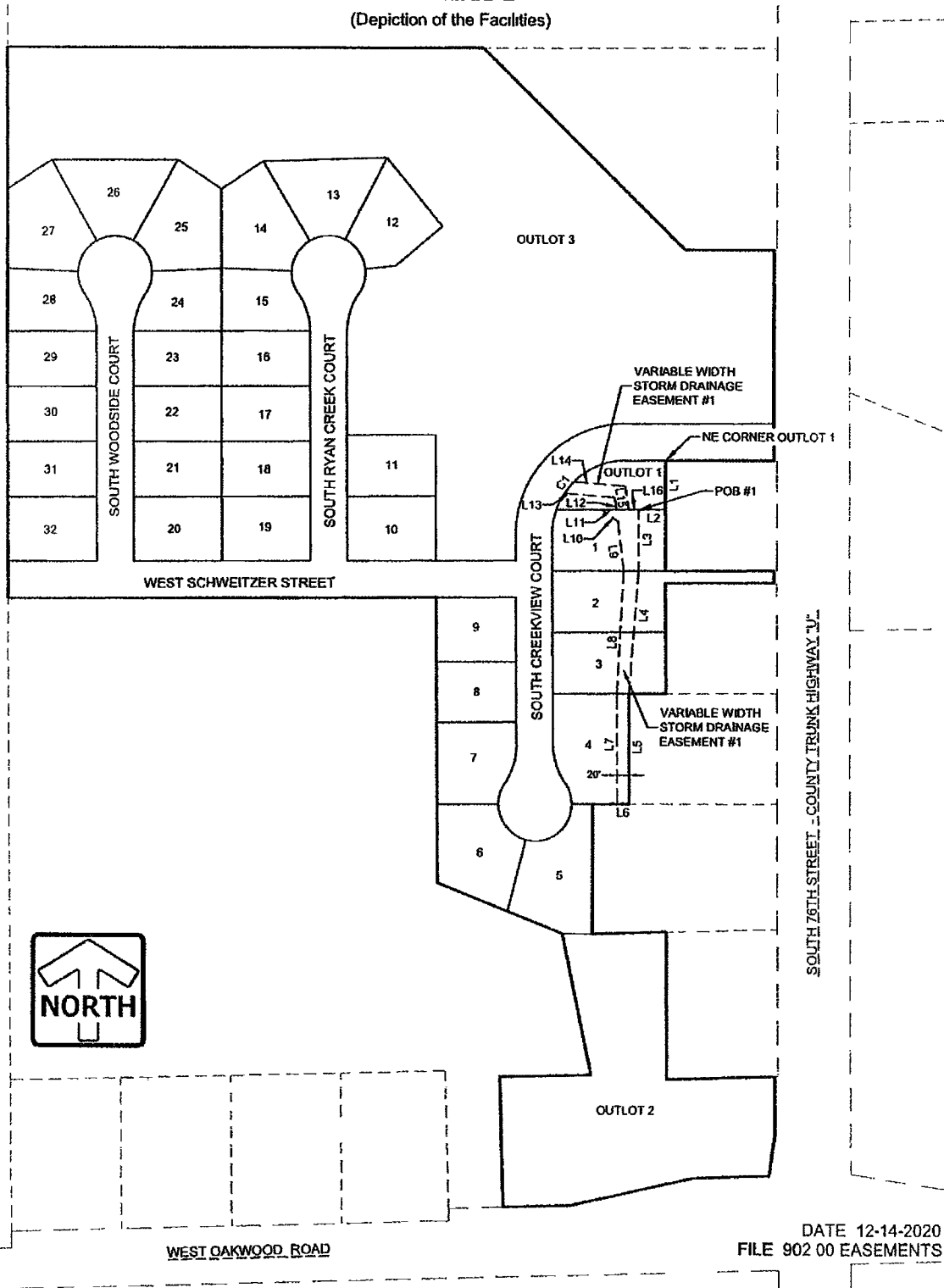
Subscribed and sworn to (or affirmed) before me this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(type name below)

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission (expires) (is) \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission (expires) (is) \_\_\_\_\_

**EXHIBIT B**  
(Depiction of the Facilities)



DATE 12-14-2020  
FILE 902 00 EASEMENTS

**EXHIBIT B**  
(Depiction of the Facilities)

LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	S00°14'11"E	80.00'
L2	S89°45'49"W	43.75'
L3	S00°14'11"E	100.00'
L4	S04°24'31"W	200.66'
L5	S00°14'11"E	180.00'
L6	S89°45'49"W	20.00'
L7	N00°14'11"W	179.95'
L8	N02°58'56"E	200.36'
L9	N06°50'43"W	81.01'
L10	N54°18'39"W	33.28'
L11	N89°45'49"E	24.33'
L12	N08°56'52"W	19.86'
L13	N85°02'56"W	82.15'
L14	S85°02'56"E	84.01'
L15	S08°56'52"E	38.58'
L16	N89°45'49"E	16.71'

CURVE TABLE					
CURVE NO	LENGTH	RADIUS	DELTA	CHORD BEARING	CH LENGTH
C1	24.34	120.00'	11°37'13"	N39°32'46"E	24.30'

DATE 12-14-2020  
FILE 902 00 EASEMENTS

Exhibit C  
(Description of Easement Area)

Legal Description of the Storm Drainage Easement #1:

All that part of Lots 1, 2, 3, 4 and Outlot 1 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows Commencing at the northeast corner of said Outlot 1; thence South 00°14'11" East along the east line of said Outlot 1, 80.00 feet to the southeast corner of said Outlot 1; thence South 89°45'49" West along the south line of said Outlot 1, 43.75 feet to the place of beginning of the land hereinafter to be described, thence South 00°14'11" East, 100.00 feet; thence South 04°24'31" West, 200.66 feet to the northeast corner of said Lot 4, thence South 00°14'11" East along the east line of said Lot 4, 180.00 feet to the southeast corner of said Lot 4, thence South 89°45'49" West along the south line of said Lot 4, 20.00 feet, thence North 00°14'11" West, 179.95 feet; thence North 02°58'56" East, 200.36 feet, thence North 06°50'43" West, 81.01 feet, thence North 54°18'39" West, 33.28 feet to the south line of said Outlot 4, thence North 89°45'49" East along said south line, 24.33 feet, thence North 08°56'52" West, 19.86 feet, thence North 85°02'56" West, 82.15 feet to the east right-of-way line of South Creekview Court, thence northeasterly, 24.34 feet along said east right-of-way line and the arc of a curve, radius of 120.00 feet, center lies to the right, chord bears North 39°32'46" East, 24.30 feet, thence South 85°02'56" East 84.01 feet, thence South 08°56'52" East, 38.58 feet, thence North 89°45'49" East, 16.71 feet to the place of beginning

Site Inspection photographs. April 23, 2020



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<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> Feb 16, 2021
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>REQUEST TO MAKE 2021 SCHEDULED \$576,925 MUNICIPAL REVENUE OBLIGATION PAYMENT TO TI INVESTORS AND TO INCLUDE A \$473,300 PREPAYMENT FROM TID 3</b>	<b>ITEM NUMBER</b> <i>G. 6.</i>

**Background**

On April 2, 2018, Resolution 2018-7359 authorized the issuance of a \$ 2 million Municipal Revenue Obligation to TI Investors of Franklin Apartments, LLC. The MRO was issued to the Developer in partial payment for the razing of a motel, permitting the development of the Statesman Apartments on S 27<sup>th</sup> Street.

The MRO payments are to come from Tax Increment in TID3. The MRO bears interest at 4.5%, while the TID is generating significantly less on short term investments. MRO debt service is due March 1 annually.

For 2021, the required MRO payment amounts to \$576,925 (including interest of \$45,225). After the required payment, the MRO would have a balance due of \$473,300.

**Analysis**

The TID is expected to generate \$946,000 of excess cash in 2021 after debt service and the scheduled MRO payment. The TID receives shared revenue from the State which is not part of the required shared TID revenues for the MRO payments. The TID expenditure period ended in 2020, thus no new project costs are permitted in TID3.

The 2021 TID 3 budget includes sufficient appropriations to retire the MRO at this time. The TID would have excess cash on hand of \$1.2 million. There would remain GO debt balance of \$1,375,000 and MRO balance of \$473,300.

Temporary investments are generating 0.09% per annum, while the MRO is costing 4.5% per annum. Prepaying \$473,300 of the MRO would save the TID \$21,399 over the life of the TID.

Continuing to make prepayments with available cash, would permit the TID close in 2022, a year earlier than without the prepayments.

Both the scheduled 2021 MRO payment of \$576,925 MRO payment AND \$473,300 of advance MRO principal payments are included in the Voucher list later in the agenda.

**Recommendation**

Staff recommends payment of the scheduled 2021 MRO payment of \$576,925 and an additional \$473,300 to retire the MRO.

**COUNCIL ACTION REQUESTED**

Motion authorizing the payment of a 2021 scheduled \$576,925 municipal revenue obligation payment to TI Investors and to include a \$473,300 prepayment from TID 3.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">February 15, 2021</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p>Agreement by and between Milwaukee Milkmen Baseball, LLC, ROC Ventures, LLC and the Franklin Tourism Commission with regard to naming rights, signage in relation thereto, logo presentation usage and the creation of a tourism entity with regard to the Ballpark Commons Baseball Stadium use, and tourism promotion and tourism development, respectively, and a potential agreement between the City of Franklin and the Franklin Tourism Commission in relation thereto. 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 an agreement by and between Milwaukee Milkmen Baseball, LLC, ROC Ventures, LLC and the Franklin Tourism Commission with regard to naming rights, signage in relation thereto, logo presentation usage and the creation of a tourism entity with regard to the Ballpark Commons Baseball Stadium use, and tourism promotion and tourism development, respectively, and a potential agreement between the City of Franklin and the Franklin Tourism Commission in relation thereto, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.7.</i></p>
<p>Annexed hereto is a copy of the above-entitled agreement by and between Milwaukee Milkmen Baseball, LLC, ROC Ventures, LLC and the Franklin Tourism Commission, which at the time of this writing remains in negotiation. The Tourism Commission retained Quarles &amp; Brady LLP for contract preparation and review services and the attached has been prepared by Attorney Eric Van Schyndle.</p> <p>The Economic Development Director will be present at the meeting to provide information.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>Such motion as the Common Council deems appropriate;</p> <p>and/or</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 an agreement by and between Milwaukee Milkmen Baseball, LLC, ROC Ventures, LLC and the Franklin Tourism Commission with regard to naming rights, signage in relation thereto, logo presentation usage and the creation of a tourism entity with regard to the Ballpark Commons Baseball Stadium use, and tourism promotion and tourism development, respectively, and a potential agreement between the City of Franklin and the Franklin Tourism Commission in relation thereto, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>		

## Agreement

**THIS AGREEMENT** (the “Agreement”) is entered into effective as of July 1, 2020 (the “**Effective Date**”), by and between Milwaukee Milkmen Baseball, LLC (“MMB”), a Wisconsin limited liability company, ROC Ventures, LLC (“ROC”), a Wisconsin limited liability company, and the Franklin Tourism Commission, a commission of the City of Franklin. MMB, ROC and Franklin Tourism Commission are each a “**Party**” and referred to collectively herein as the “**Parties.**”

**WHEREAS**, BPC Pro Baseball Stadium, LLC (“BPC”) owns the baseball stadium located at Ballpark Commons in Franklin, Wisconsin (the “Stadium”);

**WHEREAS**, MMB has entered into a lease with BPC dated February 19, 2019 (the “Lease”) to lease the Stadium from BPC. The Lease grants MMB the right to license the Naming Rights (defined below) for the Stadium;

**WHEREAS**, the Franklin Tourism Commission is an entity created pursuant to Wis. Stat. § 66.0615. The Franklin Tourism Commission currently obtains all of its revenue from room tax appropriated to the Franklin Tourism Commission which is subject to fluctuation in particularly in light of the COVID-19 pandemic; and

**WHEREAS**, the Franklin Tourism Commission desires to license the Naming Rights (defined below) from MMB, and, MMB desires to license the Naming Rights to the Franklin Tourism Commission on the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual promises of the parties set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Ten Year Term.** This Agreement shall commence on the Effective Date, and expire on the tenth anniversary of the Effective Date (the “**Term**”), unless terminated earlier in accordance with the terms of this Agreement. After termination, all obligations of the Franklin Tourism Commission to make final payments to MMB shall remain in full force and effect if there is an outstanding balance due.
2. **Payments.** In consideration of MMB’s grant of the Naming Rights defined in Section 3 of this Agreement, the Franklin Tourism Commission shall pay to MMB or its assigns the amounts set forth on Schedule A attached hereto and incorporated herein by reference.
3. **Naming Rights.** In consideration of the payments by Franklin under Section 2 of this Agreement, MMB grants to the Franklin Tourism Commission the following rights (the “**Naming Rights**”) during the Term:
  - 3.1. **Stadium Name.** During the Term of this Agreement, the Stadium and playing surfaces therein shall be exclusively named and referred to as “Franklin Field” (the “**Name**”) and no other person or entity shall be granted any rights to name the Stadium or any playing

surfaces therein. In addition, MMB shall not offer any third party more signage related to the Stadium than those provided to the Franklin Tourism Commission under this Agreement such that the Franklin Tourism Commission's overall dominant presence at the Stadium would not be maintained. The Name may not be changed without the Parties' written agreement.

- 3.2. **Marks.** MMB has designed, at MMB's expense, a graphic design incorporating the Name to be used as the primary logo associated with the Stadium (the "Primary Logo") as set forth on Schedule B. The Franklin Tourism Commission or MMB may also develop mutually agreed upon derivative graphic designs related to the Primary Logo to be used periodically for ancillary marketing and promotional purposes pursuant to this Agreement (the "Secondary Logos"). Any revisions to the Primary Logo and Secondary Logos must be approved by MMB and the Franklin Tourism Commission in writing before use, which approval shall not be unreasonably withheld.
- 3.3. **Signage.** During the Term of this Agreement, the Name shall be displayed on prominent interior and exterior signage (the "Signage") on, throughout, and around the Stadium. The design, production, and installation of the Signage has been completed and paid by MMB. ROC or MMB shall be responsible for the routine maintenance of any signage. The design, quality, and placement of any new Signage must be approved in writing by MMB and the Franklin Tourism Commission. Additional signage may also be placed throughout the Stadium by MMB and sold by MMB to vendors, subtenants and others, except as prohibited under Section 3.1 of this Agreement. During the Term of this Agreement signage and promotional material shall remain in place during all events at the Stadium, except that the signs may be temporarily covered or removed during an event that by its nature requires such coverage or removal.
- 3.4. **Lobby Tourism Center.** During the Term of the Agreement, the Franklin Tourism Commission shall have a Tourism Center in the lobby of the ROC Ventures office building located at Ballpark Commons, provided that the Franklin Tourism Commission pays all expenses related to the Tourism Center (including but not limited to its design, construction, installation, maintenance and operations). All details related to the Lobby Tourism Center must be approved by ROC before implementation, which approval shall not be unreasonably withheld. The staff for Engage Franklin (described below) will have a dedicated desk, phone, and access to certain other amenities provided by ROC (internet, conference room, coffee, etc), which may change from time to time in ROC's discretion.
- 3.5. **Naming Rights Assets/Inventory.** In addition, the Franklin Tourism Commission shall be entitled to the additional benefits set forth on Schedule C of this Agreement.

#### 4. Engage Franklin

- 4.1. It is the intent of the Franklin Tourism Commission to create a 501(c)(6) tourism entity that spends at least 51 percent of its revenues on tourism promotion and tourism development as defined by Wis. Stat. § 66.0615(fm). The name of the 501(c)(6) is anticipated to be "Engage Franklin," (hereinafter "Engage Franklin").

- 4.2. ROC and MMB assert that the annual base payments are less than the value of the Naming Rights. Thus, it is anticipated that after Engage Franklin is created, Engage Franklin will make further payments to MMB as consideration for the Naming Rights.
- 4.3. If the Franklin Tourism Commission does not create the 501(c)(6) Engage Franklin, or if Engage Franklin does not fully compensate ROC and MMB for the value of the Naming Rights, ROC and MMB may terminate this Agreement for convenience. If ROC and MMB terminate for convenience, MMB may cease to use or display the Name at or in connection with the Stadium, and the Franklin Tourism Commission will be liable to MMB for the payment of all past due amounts owed to MMB (if any), and amounts due to MMB for benefits provided through the date of termination.
- 4.4. Once Engage Franklin is an approved 501(c)(6) the Franklin Tourism Commission may assign this agreement to Engage Franklin including all rights and obligations.

**5. Use of Logos, Trademarks, Service Marks, or Trade Name.**

- 5.1. The Franklin Tourism Commission hereby grants to ROC and MMB a nonexclusive right and license to use its logos, trademarks, service marks, corporate or trade name, or other identification as set forth in the Agreement, or for the purpose of conducting and promoting any mutually agreed upon promotional event. ROC and MMB shall have no right to use any trademarks or trade names other than as expressly provided for herein.
- 5.2. ROC and MMB hereby grant to the Franklin Tourism Commission a nonexclusive right and license to use ROC and MMB logos, trademarks, service marks, corporate or trade name, or other identification as set forth in the Agreement, or for the purpose of conducting and promoting any mutually agreed upon promotional event. The Franklin Tourism Commission shall have no right to use any trademarks or trade names other than as expressly provided for herein.
- 5.3. To the extent the Franklin Tourism Commission is granted any use of ROC's and MMB's logos, trademarks, service marks, corporate or trade name, or other identification hereunder, such use shall be subject to the prior written approval of ROC and MMB, which approval may be withheld in the sole and absolute discretion of ROC and MMB.
- 5.4. To the extent ROC or MMB is granted any use of the Franklin Tourism Commission's logos, trademarks, service marks, corporate or trade name, or other identification hereunder, such use shall be subject to the prior written approval of the Franklin Tourism Commission, which approval may be withheld in the sole and absolute discretion of the Franklin Tourism Commission.

**6. Representations and Warranties.**

- 6.1. MMB Representations and Warranties. MMB represents, warrants, and covenants to the Franklin Tourism Commission as follows:
  - 6.1.1. MMB has the full right and legal authority to enter into and fully perform each of its obligations under this Agreement in accordance with its terms;

- 6.1.2. This Agreement is duly executed and delivered by MMB and is the legal, valid, and binding obligation of MMB enforceable against MMB in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting creditor's rights or by general equitable principles;
- 6.1.3. The execution and delivery of this Agreement has been duly authorized by MMB, and such execution and delivery, and the performance by MMB of its obligations hereunder will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith;
- 6.1.4. Use of ROC's and MMB's trade names, trademarks, logos, and the like pursuant to the terms of this Agreement will not infringe upon any patent, trademark, copyright, trade name, right of publicity, or other proprietary right or interest of a third party; and
- 6.1.5. There are no pending or threatened lawsuits, proceedings or claims against MMB which could in any material way adversely affect the performance of MMB hereunder or reduce the value of the rights granted to the Franklin Tourism Commission.
- 6.2. ROC Representations and Warranties. ROC represents, warrants, and covenants to the Franklin Tourism Commission as follows:
- 6.2.1. ROC has the full right and legal authority to enter into and fully perform each of its obligations under this Agreement in accordance with its terms;
- 6.2.2. This Agreement is duly executed and delivered by ROC and is the legal, valid, and binding obligation of ROC enforceable against ROC in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting creditor's rights or by general equitable principles;
- 6.2.3. The execution and delivery of this Agreement has been duly authorized by ROC, and such execution and delivery, and the performance by ROC of its obligations hereunder will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith;
- 6.2.4. Use of ROC's and MMB's trade names, trademarks, logos, and the like pursuant to the terms of this Agreement will not infringe upon any patent, trademark, copyright, trade name, right of publicity, or other proprietary right or interest of a third party; and
- 6.2.5. There are no pending or threatened lawsuits, proceedings or claims against ROC which could in any material way adversely affect the performance of ROC hereunder or reduce the value of the rights granted to the Franklin Tourism Commission.

6.3. The Franklin Tourism Commission Representations and Warranties. The Franklin Tourism Commission represents, warrants, and covenants to ROC and MMB as follows:

- 6.3.1. It has the full right and legal authority to enter into and fully perform each of its obligations under this Agreement in accordance with its terms;
- 6.3.2. This Agreement is duly executed and delivered by the Franklin Tourism Commission and is the legal, valid, and binding obligation of the Franklin Tourism Commission enforceable against the Franklin Tourism Commission in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting creditors' rights or by general equitable principles;
- 6.3.3. The execution and delivery of this Agreement have been duly authorized by the Franklin Tourism Commission and such execution and delivery and the performance by the Franklin Tourism Commission of its obligations hereunder, will not violate or cause a breach of any other agreements or obligations to which the Franklin Tourism Commission is a party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith;
- 6.3.4. Use of the Franklin Tourism Commission's trade name, trademarks, logos, and the like pursuant to the terms of this Agreement will not infringe upon any patent, trademark, copyright, trade name, right of publicity, or other proprietary right or interest of a third party; and
- 6.3.5. There are no pending or threatened lawsuits, proceedings or claims against the Franklin Tourism Commission that could, in any material way, adversely affect the performance of the Franklin Tourism Commission hereunder.

## 7. **Indemnification.**

- 7.1. ROC hereby agrees to defend, indemnify, and hold harmless the Franklin Tourism Commission, and its respective directors, officers, partners, employees, agents, and insurers from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, without limitation, attorney's fees and costs) resulting from, arising out of, or incurred with respect to, or alleged to result from, arise out of, or have been incurred with respect to:
  - 7.1.1. the inaccuracy of any representation or warranty made by ROC herein;
  - 7.1.2. any claim or action for personal injury, death, bodily injury, property damage or otherwise, including without limitation any right of privacy claim, suffered or incurred by any persons or entities in connection with or arising from activities or games at the Stadium;
  - 7.1.3. any act or omission by ROC or any of its directors, officers, employees, and agents in connection with this Agreement (except any loss or damage caused solely by the negligence or wrongdoing of the Franklin Tourism Commission); or

- 7.1.4. the Franklin Tourism Commission's use of ROC's logos, trademarks, service marks, corporate or trade name, or other identification as approved for use by ROC in accordance with this Agreement, violates or infringes upon the trademark, copyright or other intellectual property rights of a third party.
- 7.2. MMB hereby agrees to defend, indemnify, and hold harmless the Franklin Tourism Commission, and its respective directors, officers, partners, employees, agents, and insurers from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, without limitation, attorney's fees and costs) resulting from, arising out of, or incurred with respect to, or alleged to result from, arise out of, or have been incurred with respect to:
- 7.2.1. the inaccuracy of any representation or warranty made by MMB herein;
- 7.2.2. any claim or action for personal injury, death, bodily injury, property damage or otherwise, including without limitation any right of privacy claim, suffered or incurred by any persons or entities in connection with or arising from activities or games at the Stadium;
- 7.2.3. any act or omission by MMB or any of its directors, officers, employees, and agents in connection with this Agreement (except any loss or damage caused solely by the negligence or wrongdoing of the Franklin Tourism Commission); or
- 7.2.4. the Franklin Tourism Commission's use of MMB's logos, trademarks, service marks, corporate or trade name, or other identification as approved for use by MMB in accordance with this Agreement, violates or infringes upon the trademark, copyright or other intellectual property rights of a third party.
- 7.3. Franklin Tourism Commission hereby agrees to defend, indemnify, and hold harmless ROC and MMB, and its respective directors, officers, partners, employees, agents, and insurers from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, without limitation, attorney's fees and costs) resulting from, arising out of, or incurred with respect to, or alleged to result from, arise out of, or have been incurred with respect to:
- 7.3.1. the inaccuracy of any representation or warranty made by Franklin Tourism Commission herein;
- 7.3.2. any act or omission by Franklin Tourism Commission or any of its directors, officers, employees, and agents in connection with this Agreement (except any loss or damage caused solely by the negligence or wrongdoing of ROC or MMB); or
- 7.3.3. ROCK or MMB's use of Franklin Tourism Commission's logos, trademarks, service marks, corporate or trade name, or other identification as approved for use by Franklin Tourism Commission in accordance with this Agreement, violates or infringes upon the trademark, copyright or other intellectual property rights of a third party.

## 8. Termination.

8.1. **For Cause.** The occurrence of any one or more of the following events or actions by either Party will constitute a breach of this Agreement (the "Default") by that Party. In the event of a Default as set forth below, the Party not in Default shall have the right to terminate this Agreement by written notice to the Party in Default. A Default shall be defined as the breach of any material covenant, agreement, representation or warranty made under this Agreement, if such breach has not been waived in writing or has not been cured within thirty (30) days following receipt of written notice specifying the nature of such breach. In the event MMB terminates because the Franklin Tourism Commission is in Default, upon termination of this Agreement by MMB, MMB may cease to use or display the Name at or in connection with the Stadium, and the Franklin Tourism Commission will be liable to MMB for the payment of all past due amounts owed to MMB, and amounts due to MMB for benefits provided through the date of termination.

9. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from an act of God, natural disaster, catastrophe, accident, fire, labor dispute, lockout, strike, riot, civil commotion, act of public enemy, terrorism, emergency, pandemic, or other circumstances beyond the control of the Parties to this Agreement (a "**Force Majeure Event**"). Notwithstanding anything to the contrary herein, if a Force Majeure causes a substantial reduction in the number of visitors to the MMB Stadium and surrounding ROC attractions and events, the Parties agree to work together in good faith to fulfill the spirit of this Agreement in other ways or modify this Agreement appropriately.
10. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin, without regard to its conflicts of laws provisions.
11. **Waiver and Amendment.** No modification, amendment or waiver of any provision of this Agreement will be binding or valid unless in writing and executed by the Party against whom it is sought to be enforced. No failure to enforce any provision of this Agreement will be construed as a waiver or thereafter prevent any party from enforcing the same or any other provision of this Agreement.
12. **Severability.** If any portion of this Agreement is judged to be illegal, invalid or unenforceable, such portion will be given effect to the maximum extent possible by narrowing, or enforcing in part, such portion to the minimum extent necessary to make it enforceable. Any such invalidity or unenforceability will not in any way affect the validity or enforceability of the remainder of this Agreement which will continue in full force and effect.
13. **Captions.** The captions used in this Agreement are for convenience only and will not define, limit, or otherwise be used in the construction of this Agreement.



14. **Assignment; Successors and Assigns.** This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their successors and permitted assigns. This Agreement may not be assigned by a Party without the prior written consent of the other Party.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will be binding when one or more counterparts have been signed by each of the Parties and delivered, either manually or electronically, to the other party, it being understood that all Parties need not sign the same counterpart.
16. **Entire Understanding.** This Agreement constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous negotiations, discussions, understandings and agreements, whether written or oral.

MILWAUKEE MILKMEN  
BASEBALL, LLC

THE FRANKLIN TOURISM COMMISSION

\_\_\_\_\_  
By: Michael Zimmerman  
Its: Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Chair of the Franklin Tourism Commission

ROC VENTURES, LLC

\_\_\_\_\_  
By: Michael Zimmerman  
Its: Manager

**Schedule A  
Payment Schedule**

**Annual Base Payment from the Franklin Tourism Commission to MMB:** The Franklin Tourism Commission shall make an annual base payment to MMB or its assigns in the amount of \$150,000 per year for ten years, with the first \$150,000 payment due upon the execution of this Agreement and an additional \$150,000 annual payment, 80% of which will be due on the 1<sup>st</sup> day of every July, with the balance paid by the 31<sup>st</sup> day of every December, for a total of ten annual payments of \$120,000, and ten annual payments of \$30,000.

If the Franklin Tourism Commission receives less than \$300,000 in appropriated room tax in a calendar year, the Franklin Tourism Commission may pay less than the annual payment of \$150,000, and any balance between the payment made in that fiscal year, and \$150,000, shall continue as a balance due into the new calendar year at no interest accruing.

Schedule B  
Primary Logo / Signage

TICKETING ENTRANCE SIGN

Face: H30-L  
Logo: Typ

26'-0"

Existing Face: H30-L  
Border: Typ

Face: H30-L  
Copy: Typ

6'-0"



TICKETING BOOTH SIGN - IN ELEVATION  
3/16" = 1' 0" Scale



⊕ Roof  
12' 0"

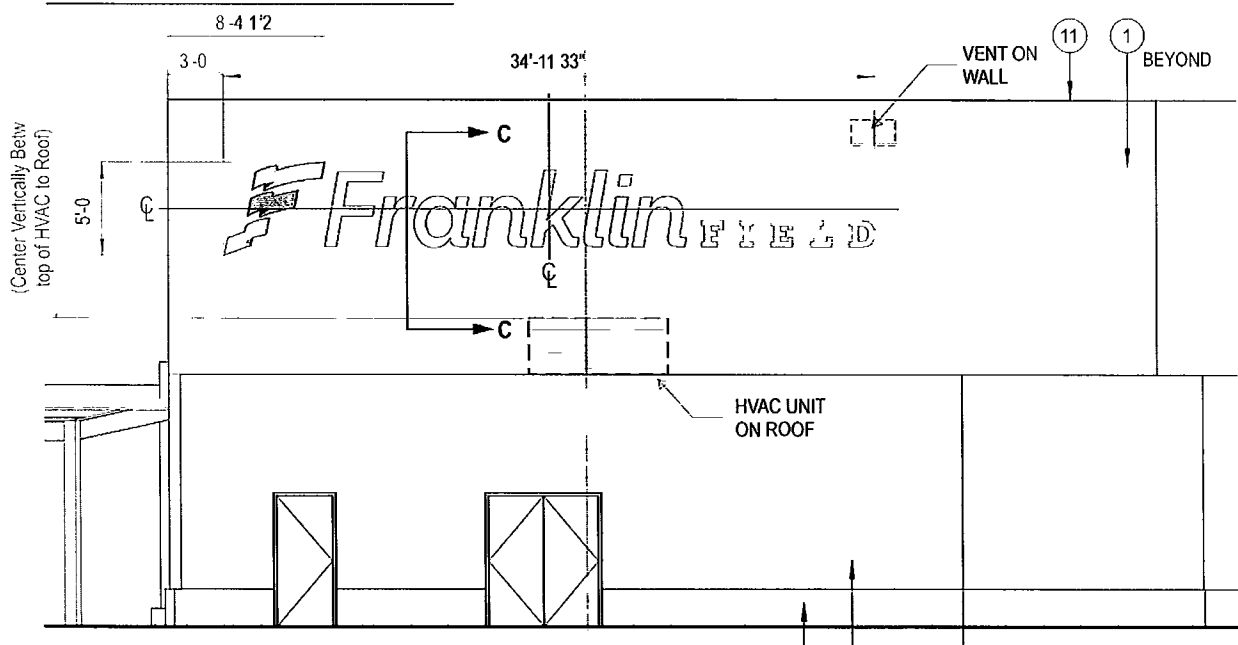
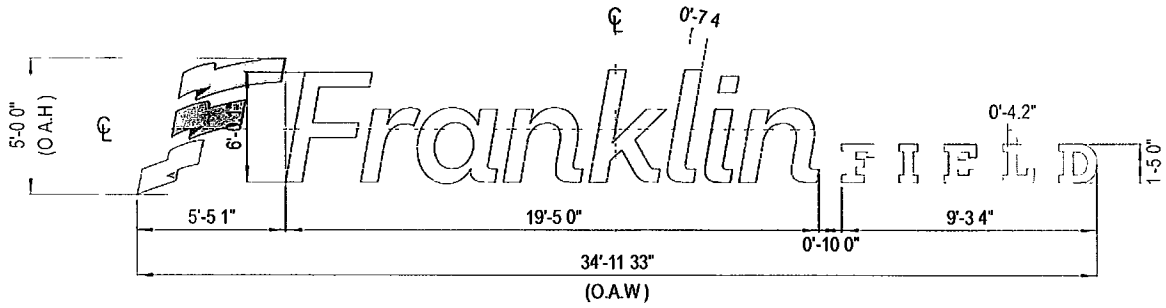
⊕ 1st Floor  
0' 0"



# BACK OF PRESS BOX SIGN

## COLOR SCHEDULE

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> 3M 3630-136 Brilliant Green                | <input checked="" type="checkbox"/> 3M 3630-126 Dark Emerald Green (Flag Shadow Accent) | <input type="checkbox"/> MAP Satin White Painted Finish |
| <input checked="" type="checkbox"/> 3M 3630-147 Light European Blue | <input checked="" type="checkbox"/> 3M 3630 127 Intense Blue (Flag Shadow Accent)       |   |
| <input type="checkbox"/> 3M 3630-25 Sunflower                       | <input checked="" type="checkbox"/> 3M 3630-131 Gold Metallic (Flag Shadow Accent)      |   |





**ON-FIELD SIGNAGE**

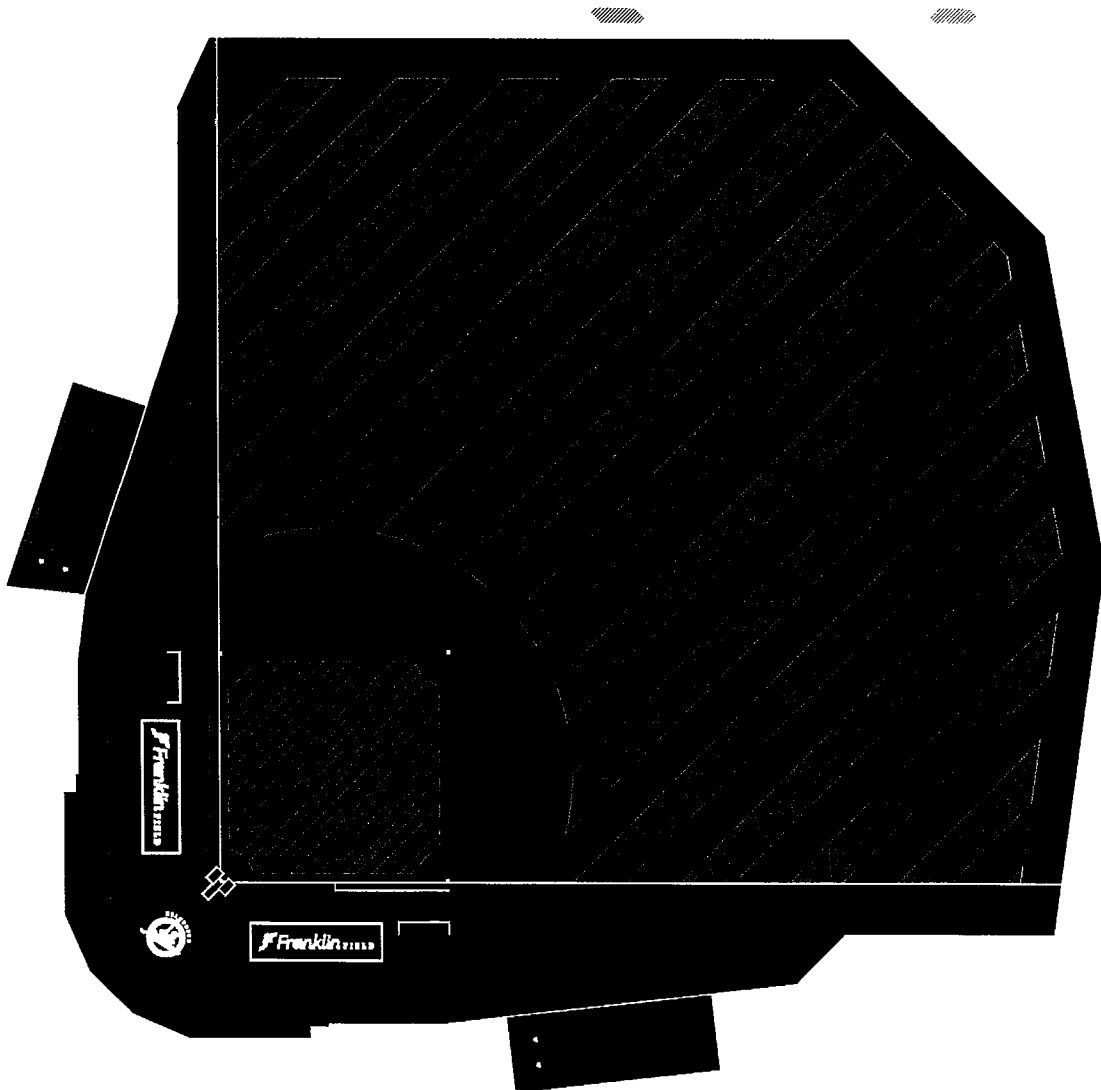


ASSEMBLED LOGO:  
WHITE & GREY

TO BE CENTERED  
WITHIN WHITE 6" BOX

**SIDE LOGO DETAIL**

SCALE: 1/8" = 1'-0"



**Schedule C**  
**Naming Rights Assets/Inventory -- Additional Benefits**

During the Agreement, the additional Benefits consist of the following items:

**I. ANCHOR ASSETS**

Anchor Assets are intended to be the focal point of our Program – Identified as dominant cornerstones of our stadium/arena infrastructure and ‘Official Franklin TC’ naming rights for product category. Inspired by partner objectives, these signature assets are strategically integrated into each customized partnership to offer a large platform to create consumer awareness.

**1. Naming Rights Launch Promotion**

The Parties will cooperate in jointly planning a mutually agreeable and mutually executed public relations campaign to announce and promote publicly the Name and Primary Logo for the Stadium.

- a. ROC Ventures to provide the following:
  - i. Develop press release on new naming rights relationship
  - ii. Distribute to local press contacts and share on all applicable social channels
  - iii. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)
- b. Franklin Tourism Commission to provide the following:
  - i. Nothing additional. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)

**2. Dominant Outfield Wall Signage**

The Franklin Tourism Commission will have dominant outfield wall signage at Franklin Field that will create positive and impactful impressions on all fans and visitors. Signage to feature the City of Franklin’s logo and new branding.

- c. ROC Ventures to provide the following:
  - i. One (1) 6ft x 20ft premium outfield banner
  - ii. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)
- d. Franklin Tourism Commission to provide the following:
  - ii. Nothing additional. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)

**3. Fan Giveaway Branded Item**

The Franklin Tourism Commission and ROC Ventures will collaborate on one (1) co-branded fan giveaway each year of the agreement.

- a. ROC Ventures to provide the following



- i. Items for fan giveaways featuring the Franklin Tourism Commission branding
  - ii. Logo inclusion in mentions and promotions of the giveaway including website, signage, social media and game programs where applicable
  - iii. Nothing additional. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)
- b. The Franklin Tourism Commission to provide the following:
  - i. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)

#### **4. Milwaukee Milkmen 'Delivery Route' Concourse Signage**

The Franklin Tourism Commission will have the rights to feature selected businesses and/or destinations in the City of Franklin on a customized post and panel concourse sign within the Venue. The 'Milkmen Delivery Route Map' will additionally be featured on the Milwaukee Milkmen website promoting things to do in Franklin on a game day or a visit to Franklin.

- a. ROC Ventures to provide the following:
  - i. Ordering, production and installation of non-lit sign built from 3" square aluminum tubes direct buried. 0.125" aluminum panels painted and applied vinyl graphics included. Graphics display is 3' x 4'
  - ii. Nothing additional. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)
- b. The Franklin Tourism Commission to provide the following:
  - i. The Franklin Tourism Commission approved logos, artwork files and messaging
  - ii. Selected business, events, destinations and dates for events to be featured on signage.
  - iii. Nothing additional. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)

## **II. SUPPORTING ASSETS**

Our well-rounded Program is balanced with a creative selection of Supporting Assets. In place to leverage our resources and experiences, Supporting Assets give us a vehicle to interact and engage with your consumers – to tell your story, communicate a specific message, and ultimately drive back a positive return on investment.

### **1. Milk on Tap! Show Sponsored Segment**

The Franklin Tourism Commission will be an official milk sponsor for Milk on Tap! and will have a sponsored segment within selected episode(s). Episodes are posted on Milwaukee Milkmen Facebook page weekly and are planned throughout the season.

- a. Related Campaign Marketing/Promotional Assets:
  - i. The Franklin Tourism Commission will be acknowledged as the sponsor for the in-show element via logo placement and call to action messaging
- b. ROC Ventures to provide the following:

- i. Execution of in-show element, production and posting of the show
- ii. Nothing Additional. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)
- c. The Franklin Tourism Commission to provide the following:
  - i. Confirmed call to action messaging
  - ii. Nothing Additional. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)

**2. Dominant Signage in Bathrooms at Routine Field**

The Franklin Tourism Commission will receive dominant branding within the stadium's bathrooms at Routine Field. Includes 2ft x 4ft wall signage and signage above every urinal and bathroom stall door.

- c. ROC Ventures to provide the following
  - i. Signage installation
  - ii. Nothing additional. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)
- d. The Franklin Tourism Commission to provide the following:
  - i. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)

**3. Milwaukee Milkmen Game Presenting Partner**

The Franklin Tourism Commission to be the presenting sponsor for three (3) Milwaukee Milkmen home games during the regular season for each year of agreement.

- a. Related Campaign Marketing/Promotional Assets:
  - i. The Franklin Tourism Commission to throw the "First Pitch" to start off the game
  - ii. The Franklin Tourism Commission to have opportunity for a 10 x 10 live marketing setup during selected game
  - iii. Logo inclusion on all website, social, digital and email announcements pertaining to select game
  - iv. One (1) in-game activity presented by partner during timeout of select game
- b. ROC Ventures to provide the following:
  - i. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)
- c. The Franklin Tourism Commission to provide the following:
  - i. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)

**4. One (1) Thirty Second (:30) PA Announcements and One (1) Thirty Second (:30) Video Board Announcements at Each Home Game and during each Milwaukee Milkmen Webcast Game**

The Franklin Tourism Commission has the opportunity to provide a brief thirty (:30) second script that will be read aloud over the PA system once per Milwaukee Milkmen home game.

- a. ROC Ventures to provide the following

- i. PA to be read at each home game
- ii. Nothing additional. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)
- b. The Franklin Tourism Commission to provide the following:
  - i. Approved PA script
  - ii. Nothing additional. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)

## **5. Title Level Marketing Support**

As part of this Partnership, the Franklin Tourism Commission will have access to supplemental marketing support that will be provided by ROC Ventures. When applicable, these efforts will include mutually agreed upon call to action messaging, tagging of Partners and direct links to partner website(s).

- a. Related Campaign Marketing/Promotional Assets:
  - i. Premier Logo Placement on Website Home Page Scrolling Footer. Linked Logo Placement on Milwaukee Milkmen Website Partner Page. The Franklin Tourism Commission's logo, linked back to their website and to be placed on our website under 'Partner Page' categorized under 'Associate' (Tier 1 location), and also accompanied by a 150-word company description, partnership description and quote from Partner executive on Partnership.
  - ii. ROC Ventures Social Media Mentions. Utilizing mainstream B2C social channels (Facebook, Instagram, LinkedIn etc.), ROC Ventures will collaborate with the Franklin Tourism Commission to brainstorm, develop, and execute a minimum of three (3) customized Facebook and Instagram posts promoting the Franklin Tourism Commission such as: Live Marketing, promotions, presenting sponsorships, etc.
    - 1. Includes: 1) ROC Ventures to tag the Franklin Tourism Commission's brand in relevant social media posts; 2) ROC Ventures to engage (comment, share and like) the Franklin Tourism Commission's brand relevant social media content.
  - iv. ROC Ventures Email to Customer Database. At a minimum of three (3) per season, an email will be sent to our database with messaging provided by the Franklin Tourism Commission The purpose is to promote the Partnership and educate our consumers on the Partner's product/service offerings.
- b. ROC Ventures to provide the following:
  - i. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)
- c. The Franklin Tourism Commission to provide the following:
  - i. Provide messaging to incorporate as part of digital mentions; ROC Ventures reserves the right to edit message as needed to align with brand voice and relevant initiatives
  - ii. Nothing additional. See (Section II.9. Activation, Logos, Brand Standards & Guidelines)

**6. Tickets and Hospitality**

For each season during the Term of this Agreement, the Franklin Tourism Commission shall be provided up to eight (8) season tickets to be distributed as a part of the Franklin Tourism Commission's efforts on tourism promotion and tourism development. Included with the tickets will be access to all additional benefits outlined in the Season Ticket Holder Benefits package.

**7. Milwaukee Milkmen – Off-site Mascot & Player Appearances**

The Franklin Tourism Commission will receive two (2), one (1) hour appearance from the team mascot for a designated event. Specific date and time will need to be requested and coordinated in advance.

**8. Franklin Field Merchandise in the Milkmen Team Store**

The Parties will cooperate in jointly launching a mutually agreeable and mutually executed merchandise in the Team Store.

**9. Activation, Logos, Brand Standards & Guidelines**

In order to ensure a successful Program, ROC Ventures welcomes your cooperation and participation in regard to fulfilling the strategies that we have agreed upon. In this partnership we are determined to take on a majority role, however, your participation is essential in helping to ensure success. As a part of your collaboration, we have a few guidelines that would benefit this Program as we continue forward:

- a. ROC Ventures to provide the following:
  - i. Create partnership activation outline to define each party's responsibility in activating and fulfilling each task
  - ii. Provide banner design guidelines and specifications
  - iii. Provide P/A announcement guidelines/best practices
  - iv. Install, maintain, winterize and store all applicable signage
- b. Each Partner is responsible for the following:
  - i. Provide ROC Ventures with logos, brand standards and brand/social usage guidelines
  - ii. Design signage and approve artwork for print and installation
  - iii. Providing content and messaging for applicable ROC Ventures websites
  - iv. Provide completed P/A reads as per provided guidelines.

<b>APPROVAL</b>  <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  February 15, 2021
<b>REPORTS AND RECOMMENDATIONS</b>	<b>Address Employee Complaint.</b> The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and Wis. Stat. § 19.85(1)(f) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, to strategize on how to address employee complaint, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.	<b>ITEM NUMBER</b>  <i>G.8.</i>

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governing body has jurisdiction or exercises responsibility, and Wis. Stat. § 19.85(1)(f) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, to strategize on how to address employee complaint, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>2/15/2021</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM NUMBER</b> <b>H.</b>

See attached listing from meeting of February 15, 2021.

**COUNCIL ACTION REQUESTED**



414-425-7500

**License Committee  
Agenda\***

**Alderman's Room**

**February 15, 2021 – 5:40 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>
<b>2.</b>	<b>Applicant Interviews &amp; Decisions</b>	
<b>License Applications Reviewed</b>		<b>Recommendations</b>

<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Operator 2020-2021 New 5:45 p.m.</b>	<b>Flores, Heather M.</b> 8028 S. Wildwood Dr. #202 Oak Creek, WI 53154 Irish Cottage			
<b>Extraordinary Entertainment &amp; Special Event 5:50 p.m.</b>	<b>Mulligan's Irish Pub &amp; Grill – St. Patrick's Day Party</b> Person in Charge: Brian Francis Location: 8933 S 27 <sup>th</sup> Street Date of Event: 3/17/2021			
<b>Operator 2020-2021 New</b>	<b>Cherukuru, Lakshmi</b> 10524 W. Cortez Cir Apt#18 Franklin, WI 53132 Pick'n Save #6431			
<b>Operator 2020-2021 New</b>	<b>Jenson, Stephanie A</b> 3936 E. Morris Ave. Cudahy, WI 53110 Irish Cottage			
<b>Operator 2020-2021 New</b>	<b>Kriefall, Matthew E</b> 9220 S. Oak Creek Ct. Franklin, WI 53132 The Rock Sports Complex			
<b>Operator 2020-2021 New</b>	<b>Litow, Kaitlyn J</b> 10512 W. Cortez Cir. Apt. #23 Franklin, WI 53132 Pick 'n Save #6431			
<b>Operator 2020-2021 New</b>	<b>Olszewski, Kim M</b> 3015 Statesman Way #202 Franklin, WI 53132 Pick 'n Save #6431			
<b>Operator 2020-2021 New</b>	<b>Schneider, Amie L</b> 7127 W. National Ave. West Allis, WI 53214 Iron Mike's			
<b>Operator 2020-2021 New</b>	<b>Schwan, Victor J</b> 7721 S. Scepter Dr. Apt 30 Franklin, WI 53132 Pick 'n Save #6431			
<b>Operator 2020-2021 New</b>	<b>Zimmerman, Paige L</b> 7241 S. 92 <sup>nd</sup> Street Franklin, WI 53132 The Rock Sports Complex			
		<b>Time</b>		
<b>3.</b>	<b>Adjournment</b>			

\*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.



<b>APPROVAL</b> <i>Slw AL</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>02/16/2021</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <b>I</b>

Attached are vouchers dated February 2, 2021 through February 11, 2021 Nos. 181949 through Nos. 182131 in the amount of \$ 2,927,291.40. Also included in this listing are EFT's Nos. 4503 through Nos. 4510. Library vouchers totaling \$ 5,110.20, Water Utility vouchers totaling \$ 704,875.05 and Property Tax refunds totaling \$ 48,414.54

Early release disbursements dated February 2, 2021 through February 10, 2021 in the amount of \$ 396,699.64 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 February 12, 2021 is \$ 403,033.75, previously estimated at \$ 395,000. Payroll deductions dated February 12, 2021 are \$ 256,098.38 previously estimated at \$ 242,000.

The estimated payroll for February 26, 2021 is \$ 398,000 with estimated deductions and matching payments of \$ 438,000.

Attached is a list of property tax disbursements EFT's Nos. 358 through Nos. 361 dated January 29, 2021 through February 11, 2021 in the amount of \$ 12,100,000.00. \$ 12,100,000 represents transfers to investments accounts. These payments have been released as authorized under Resolution 2013-6920.

Approval to release wire transfers to Bond Trust Services for principal and interest in the amount of \$ 3,113,837.19.

***COUNCIL ACTION REQUESTED***

Motion approving the following:

- City vouchers with an ending date of February 11, 2021 in the amount of \$ 2,927,291.40 and
- Payroll dated February 12, 2021 in the amount of \$ 403,033.75 and payments of the various payroll deductions in the amount of \$ 256,098.38 plus City matching payments and
- Estimated payroll dated February 26, 2021 in the amount of \$ 398,000 and payments of the various payroll deductions in the amount of \$ 438,000, plus City matching and
- Property Tax disbursements with an ending date of February 11, 2021 in the amount of \$ 12,100,000.00 and
- Approval to release payment to Bond Trust Services in the amount of \$ 3,113,837.19.

**ROLL CALL VOTE NEEDED**