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<https://www.youtube.com/c/CityofFranklinWIGov>

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, SEPTEMBER 6, 2022, AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcement:
- C. Approval of Minutes:
 - 1. Regular Common Council Meeting of August 16, 2022.
 - 2. Special Common Council Meeting of August 25, 2022.
- D. Hearings.
- E. Organizational Business: The Mayor has made the following appointments for Council confirmation:
 - 1. Ann Adamski, 7825 S. Stonebrook Ct., Ald. Dist. 3 - Civic Celebrations Commission (3 year term expiring 6/30/25).
 - 2. Angela Christie, 10610 W. Candlestick Ln., Ald. Dist. 2 - Civic Celebrations Commission (3 year unexpired term expiring 6/30/25).
 - 3. Ann Kaminski, 9880 S. 112th St., Ald. Dist. 6 - Environmental Commission (3 year unexpired term expiring 04/30/25).
 - 4. Kristen Stanley, 10728 S. 92nd St., Ald. Dist. 1 - Parks Commission (3 year unexpired term expiring 04/30/23).
 - 5. Owen Poborsky, 2933 W. Drexel Ave., Unit 506, Ald. Dist. 4 - Parks Commission (3 year unexpired term expiring 04/30/23).
 - 6. Leary Peterson, 9231 S. 41st St., Ald. Dist. 4 - Board of Water Commissioners (5 year term expiring 09/30/27).
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Franklin Civic Celebrations Commission Report for the July 1-4, 2022 Civic Celebrations Event, Request for Spending Authority for 2023 and Summary of 2022 Activities.

2. A Resolution Authorizing Certain Officials to Execute an Agreement for Automatic License Plate Reader (ALPR) Camera Systems with Flock Group Inc.
3. Authorize the Purchase of an Undercover Automatic License Plate Reader (ALPR) System and Squad ALPR System.
4. Information on Current Fireworks Display for Common Council Consideration and Discussion.
5. Request Council approval for the Fire Department to accept a Federal Emergency Management Administration (FEMA) Assistance for Firefighters (AFG) Grant to Replace the Aging Diesel Exhaust Source-Capture Systems at the City's Three Fire Stations.
6. A Resolution Conditionally Approving a Condominium Plat for Woodfield Trail, a Condominium at 12000 West Loomis Road (Stephen R. Mills, President of Bear Development, LLC, Applicant, Boomtown, LLC, Property Owner).
7. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Approval of a Special Use Upon Property Located at 12000 West Loomis Road (Stephen R. Mills, President of Bear Development, LLC, Applicant, Boomtown, LLC, Property Owner).
8. A Resolution Authorizing Certain Officials to Accept a Conservation Easement for and as Part of the Approval of a Site Plan Upon Property Generally Located Within Ryan Meadows Subdivision, Southeast of the Dead End of South Monarch Drive (Esapp Indiana, Applicant, Loomis & Ryan, Inc., Property Owner).
9. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use to Operate an Industrial, Synthetic and Food-Grade Lubricants for Machinery and Processes Packaging Business (by Jax Inc., Applicant, Allman Equities-Franklin, LLC, Property Owner)
10. Approve Building Permit Review/Plan for the Proposed Rock Sports Complex Challenge Tower.
11. A Resolution to Grant an Underground Distribution Easement for Gas to Wisconsin Electric Power Company for City of Franklin Owned Parcel Between West Forest Home Avenue and the Service Road North of W. Rhoder Avenue Between Outlot 1 and Parcel 2 of CSM #3148 (TKN 704-9967-003).
12. Request to Contract with the Federal Emergency Management Agency (FEMA) for Integration of its Integrated Public Alert & Warning System (IPAWS) with the City's Wireless Emergency Notification System (WENS) Vendor, Inspiron Logistics, to Expand Emergency Alerts in Franklin.
13. A Resolution to Award Change Order No. 1 for A Drain Tile and Driveway Access and Change Order No. 2 for Asbestos Work to Buteyn-Peterson Construction Co., Inc. for the Franklin Corporate Park – South Hickory Street Improvements in the Amounts of \$15,139.10 and \$4,000, Respectively.
14. Authorize the Execution of Agreements to Engage Certified Recovery, Inc. to Provide Collection Services for Ambulance Billing and other City Accounts Receivables.
15. July 2022 Monthly Financial Report.

16. An Ordinance to Amend Ordinance 2021-2486, an Ordinance Adopting the 2022 Annual Budget for the General Fund to Transfer \$3,000 of Unrestricted Contingency to the Parks Maintenance Budget and Appropriate \$1,732 of Donations Received for a Bench.
17. Population Estimate from Wisconsin Department of Administration as of January 1, 2022.
18. Establish 2022 Trick or Treat.
19. 3151 W. Elm Road, LLC v City of Franklin, Milwaukee County Circuit Court, Case No. 20-CV-3637. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(l)(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 re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
20. Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses (of an approximate 164-acre site generally located north and south of West Loomis Road, south of West Ryan Road, west of South 112th Street, east of South 124th Street, and north of West Oakwood Road) Project Development Agreement (Bear Development, LLC; Loomis and Ryan, Inc. Developers). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(l)(e), to deliberate upon a Potential Amendment to Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development Agreement, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
21. Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and SFT Franklin Oakwood, LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements) at 3303 W. Oakwood Road bearing Tax Key No. 951-9994-002. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(l)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and SFT Franklin Oakwood, LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 3303 W. Oakwood Road, consisting of approximately 17.445 acres, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of September 6, 2022.

I. Bills.
Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

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

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

REMINDERS:

September 8	Plan Commission Meeting	7:00 p.m.
September 20	Common Council Meeting	6:30 p.m.
September 22	Plan Commission Meeting	7:00 p.m.
October 4	Common Council Meeting	6:30 p.m.
October 6	Plan Commission Meeting	7:00 p.m.
October 18	Common Council Meeting	6:30 p.m.
October 20	Plan Commission Meeting	7:00 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
AUGUST 16, 2022
MINUTES

C.1.

- | | | |
|--|------|--|
| ROLL CALL | A. | The regular meeting of the Franklin Common Council was held on August 16, 2022, and was called to order at 6:30 p.m. by Mayor Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderwoman Hanneman, Alderman Barber, and Alderman John R. Nelson. Alderwoman Kristen Wilhelm was not present. Also in attendance 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 6:31 p.m. and was closed at 6:43 p.m. |
| MAYORAL
ANNOUNCEMENT | B.2. | Mayor Olson presented a Proclamation Declaring September 2022 as Prostate Cancer Awareness Month in the City of Franklin. |
| MINUTES
AUGUST 2, 2022 | C. | Alderman Barber moved to approve the minutes of the regular Common Council meeting of August 2, 2022, as presented. Seconded by Alderman Holpfer. All voted Aye; motion carried. |
| RES. 2022-7888
LAND COMBINATION
FOR TKN: 886-9989-
003, 8857 W ST.
MARTINS RD.,
SANDOVAL,
APPLICANT | G.1. | Alderman Nelson moved to adopt Resolution No. 2022-7888, A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR PARCEL 1 (TKN 886-9989-003) OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6022 (8857 W. ST. MARTINS RD.) (JOSE D. SANDOVAL, APPLICANT). Seconded by Alderwoman Eichmann. All voted Aye; motion carried. |
| RES. 2022-7889
AMEND RES. NOS.79-
1562, 83-2091, 85-2581,
2009-6579, 2012-6812,
2014-7007 AND 2017-
7280. SPECIAL USE
AT 6300-6346 S. 35 TH
ST., GPARK LLC,
APPLICANT | G.2. | Alderman Barber moved to adopt Resolution No. 2022-7889, A RESOLUTION TO AMEND RESOLUTION NOS. 79-1562, 83-2091, 85-2581, 2009-6579, 2012-6812, 2014-7007 AND 2017-7280 IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR THE GAZEBO PARK APARTMENT COMPLEX PROPERTY LOCATED AT APPROXIMATELY 6300-6346 SOUTH 35TH STREET TO ALLOW FOR EXPANSION OF TWO DETACHED GARAGES WITHIN THE APARTMENT COMPLEX. (GPARK LLC, APPLICANT). Seconded by Alderwoman Hanneman. All voted Aye; motion carried. |
| 2023 COMMUNITY
DEVELOPMENT
BLOCK GRANT | G.3. | Alderman Barber moved to authorize the Director of Administration to submit Letters of Support for the Eras Senior Network, Inc. Faith in Action Milwaukee County Program for |

PROGRAM PROJECTS

\$5,000 and Oak Creek Salvation Army-Homelessness Program for \$3,000; to submit a project application for Senior Health-Related Educational Programming for \$5,000; and to submit a project application for a Franklin Home Repair Grant Program, administered directly through Milwaukee County, for \$65,000, by the deadline date of August 26, 2022. Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES. 2022-7890
CERTIFY A NON-
TRADITIONAL
PROJECT
ADMINISTRATION
AND DELIVERY FOR
S. 116TH ST. TRAIL

G.4. Alderman Holpfer moved to adopt Resolution No. 2022-7890, A RESOLUTION TO "CERTIFY A NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY FOR THE 116TH TRAIL (WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ID 2976-00-02/72)" FOR A TRAIL PROJECT ALONG S. 116TH STREET FROM W. MAYERS DRIVE TO W. RYAN ROAD AND MUSKEGO CORPORATE LIMITS, SUBJECT TO ANY TECHNICAL CORRECTIONS. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2022-7891
S. 116TH ST. TRAIL
PROJECT CHANGE
ORDERS TO GRAEF-
USA, INC.

G.5. Alderman Nelson moved to adopt Resolution No. 2022-7891, A RESOLUTION TO EXECUTE S. 116TH STREET TRAIL PROJECT CHANGE ORDERS TO GRAEF-USA, INC. FOR CHANGE ORDER NO. 2 FOR \$70,000 TO PREPARE CONSTRUCTION MITIGATION & AIR COMPLIANCE (CMAQ) PLANS WITH PERMITTING, AND CHANGE ORDER NO. 3 FOR \$30,000 TO PREPARE A ST. MARTIN OF TOURS TRAIL ALTERNATIVE ALIGNMENT. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

HAWTHORNE
NEIGHBORHOOD
PAVEMENT AND
UTILITIES

G.6. Alderman Nelson moved to direct staff to survey properties within the Hawthorne neighborhood for pavement and utilities and return to the Common Council when completed. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2022-7892
STORM WATER
MAINT. AGREEMENT
AND EASEMENT FOR
11120 W. LOOMIS RD.,
VICTORY OF THE
LAMB, INC.

G.7. Alderman Nelson moved to adopt Resolution No. 2022-7892, A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES MAINTENANCE AGREEMENT AND A STORM WATER MANAGEMENT ACCESS EASEMENT FOR VICTORY OF THE LAMB, INC., 11120 W. LOOMIS ROAD, TKN 889-9989-000. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2022-7893
STORM WATER
MAINT. AGREEMENT
AND EASEMENT FOR
7543 S. NORTH CAPE
RD.

G.8. Alderman Nelson moved to adopt Resolution No. 2022-7893, A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES MAINTENANCE AGREEMENT AND A STORM WATER MANAGEMENT ACCESS EASEMENT FOR 7543 S. NORTH CAPE ROAD, TKN 797-9946-000. Seconded by Alderman Barber. All voted Aye; motion carried.

- ENGAGE MILW. CO. FOR STORMWATER RETENTION FOR TID 8 AT TKN 950-9998-001 G.9. Alderwoman Hanneman moved to direct Mayor Olson, Alderwoman Hanneman, Economic Development Director John Regetz, and Director of Administration Peggy Steeno to engage Milwaukee County and pursue negotiations for participation of Milwaukee County land (from Parcel TKN 950-9998-001) in establishing a stormwater retention basin for Tax Increment Financing District No. 8. Seconded by Alderman Barber. All voted Aye; motion carried.
- CGI FRANKLIN COMMUNITY VIDEO PROGRAM FOR VIDEO TOURS G.10. Alderman Barber moved to approve the CGI Franklin Community Video Program contract for website Video Tours, which will be supported through Franklin Area Business Advertising sold by CGI Digital. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- CITY FACEBOOK PAGE G.11. Alderman Nelson moved that consideration of a City Facebook Page be tabled indefinitely. Seconded by Alderman Holpfer. All voted Aye; motion carried. Vote recorded as a unanimous vote.
- 2022 AND 2023 SHREDDING EVENTS G.12. Alderman Barber moved to instruct staff to include one annual shredding event each year in the 2023 budget and beyond implemented with the continuation of a limit of 4 boxes per car maximum donation, require proof of Franklin residency to be shown and have it presented prior to entering the City Hall parking lot, and order a minimum of two trucks. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT G.13. Alderman Barber moved to approve Emergency Vehicle Pre-Emption Equipment at W. Forest Home Avenue (CTH 00) and W. St. Martins Road and that staff be directed to look for possible grant funding. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- TEMPORARY STREET CLOSURE FOR OUTDOOR MOVIE NIGHT ON 8/26/2022 G.14. Alderman Barber moved to approve street closures on S. Legend Dr. between the southern Franklin Public Library entrance and the City Hall parking garage entrance on Friday, August 26, 2022 in conjunction with the City of Franklin sponsored Franklin Outdoor Movie Night. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- LICENSE COMM. RECOMMENDATIONS H. Alderwoman Hanneman moved to approve the following licenses:

Grant 2022-23 Operator License to: Xavier Marlow-Fowler;
Grant Extraordinary Entertainment & Special Event to:
Southbrook Church, Mark Heckman, 11010 W St Martins Rd, 9/11/22; Mulligan's-1/2 Way to St. Patrick's Day Party & Charity

Car Show, Brian Francis, 8933 S 27th St, 9/17/22; and Grant the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant to: Franklin Police Citizens Academy Alumni, St Martins Fair Labor Day Permit, 9/4/-9/5/22, St Martins Road.

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

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve City vouchers with an ending date of August 11, 2022, in the amount of \$2,364,25.70; Property Tax temporary investments with an ending date of August 11, 2022, in the amount of \$1,066,75.00; payroll dated August 12, 2022, in the amount of \$429,715.86 and payments of the various payroll deductions in the amount of \$232,488.31, plus City matching payments; and estimated payroll dated August 26, 2022, in the amount of \$430,000.00 and payments of the various payroll deductions in the amount of \$540,000, plus City matching payments; and Approval to release payment via wire transfer to Bond Trust Services in the amount of \$689,867.50; and approval to release payment to Carlson Racine Roofing in the amount of \$41,280 00; and approval to release Library vouchers not to exceed \$25,000.00. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
BPC COUNTY LAND,
LLC

- G.15. Alderman Holpfer moved to enter closed session at 7:34 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 *BPC County Land, LLC v City of Franklin*, Milwaukee County Circuit Court Case Nos. 2019CV008963 and 2021CV005581, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 7:57 p.m.

CLOSED SESSION
TID NO. 6

- G.16. Alderman Barber moved to enter closed session at 7:58 p.m. pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Potential Amendment to Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development Agreement, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by

Alderman Holpfer. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 8:35 p.m., Alderman Holpfer moved to schedule a special Common Council meeting on August 25, 2022, at 12:00 Noon. Seconded by Alderman Barber. All voted Aye; motion carried.

CLOSED SESSION
POTENTIAL
ACQUISITION OF
PROPERTIES

- G.17. Alderman Holpfer moved to enter closed session at 8:37 p.m. pursuant to Wis. Stat. § 19.85(1)(e), to consider the potential acquisition of properties intended to be used for public park purposes in the general southwest area of the City, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 9:05 p.m., Alderwoman Hanneman moved to direct staff to proceed as discussed in closed session and to authorize the Mayor and City Clerk to execute the documents as will be finalized. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Holpfer moved to adjourn the meeting of the Common Council at 9:06 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

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CITY OF FRANKLIN
SPECIAL COMMON COUNCIL MEETING
AUGUST 25, 2022
MINUTES

C.2.

- ROLL CALL A. The special meeting of the Common Council was held on August 25, 2022 and called to order at 12:00 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 present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderwoman Shari Hanneman, Alderman Mike Barber and Alderman John R. Nelson. Alderwoman Kristen Wilhelm was not present. Also in attendance were Dir. of Administration Peggy Steeno, City Engineer Glen Morrow, Director of Finance & Treasurer Denise Gilbert, Director of Economic Development John Regetz, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.
- CITIZEN COMMENT B. Citizen comment period was opened at 12:01 p.m. and closed at 12:01 p.m.
- CLOSED SESSION
TID NO. 6 C.1. Alderman Holpfer moved to enter closed session at 12:02 p.m. pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Potential Amendment to Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development Agreement, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.
- Upon reentering open session at 12:36 p.m., Alderman Nelson moved to direct staff to proceed as discussed in closed session. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- CLOSED SESSION
3151 W. ELM ROAD,
LLC V. CITY OF
FRANKLIN C.2. Alderwoman Hanneman moved to enter closed session at 12:37 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 *3151 W Elm Road, LLC v City of Franklin*, Milwaukee County Circuit Court, Case No. 20-CV-3637, and to re-enter 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.
- Upon reentering open session at 1:06 p.m., Alderman Barber moved to direct staff to proceed as discussed in closed session. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- ADJOURNMENT J. Alderman Holpfer moved to adjourn the meeting at 1:07 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09-06-22
ORGANIZATIONAL BUSINESS	Boards and Commissions Appointments	ITEM NUMBER E.

The Mayor has made the following appointments for Council confirmation:

1. Ann Adamski, 7825 S. Stonebrook Ct., Ald. Dist. 3 - Civic Celebrations Commission (3 year term expiring 6/30/25).
2. Angela Christie, 10610 W. Candlestick Ln., Ald. Dist. 2 - Civic Celebrations Commission (3 year unexpired term expiring 6/30/25).
3. Ann Kaminski, 9880 S. 112th St., Ald. Dist. 6 - Environmental Commission (3 year unexpired term expiring 04/30/25).
4. Kristen Stanley, 10728 S. 92nd St., Ald. Dist. 1 - Parks Commission (3 year unexpired term expiring 04/30/23).
5. Owen Poborsky, 2933 W. Drexel Ave., Unit 506, Ald. Dist. 4 - Parks Commission (3 year unexpired term expiring 04/30/23).
6. Leary Peterson, 9231 S. 41st St., Ald. Dist. 4 - Board of Water Commissioners (5 year term expiring 09/30/27).

COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral appointments:

1. Ann Adamski, 7825 S. Stonebrook Ct., Ald. Dist. 3 - Civic Celebrations Commission (3 year term expiring 6/30/25).
2. Angela Christie, 10610 W. Candlestick Ln., Ald. Dist. 2 - Civic Celebrations Commission (3 year unexpired term expiring 6/30/25).
3. Ann Kaminski, 9880 S. 112th St., Ald. Dist. 6 - Environmental Commission (3 year unexpired term expiring 04/30/25).
4. Kristen Stanley, 10728 S. 92nd St., Ald. Dist. 1 - Parks Commission (3 year unexpired term expiring 04/30/23).
5. Owen Poborsky, 2933 W. Drexel Ave., Unit 506, Ald. Dist. 4 - Parks Commission (3 year unexpired term expiring 04/30/23).
6. Leary Peterson, 9231 S. 41st St., Ald. Dist. 4 - Board of Water Commissioners (5 year term expiring 09/30/27).

Shirley Roberts

Subject: FW: Volunteer Fact Sheet-Christie

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

Sent: Wednesday, October 13, 2021 8:13 PM

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

Subject: Volunteer Fact Sheet

Name: Angela Christie
PhoneNumber:
EmailAddress: ajp.christie@gmail.com
YearsasResident: 20
Alderman: 2
ArchitecturalBoard: no
CivicCelebrations: yes
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Advocate Aurora
CompanyAddressJob1: Remote
TelephoneJob1:
StartDateandPositionJob1: 4/2020

EndDateandPositionJob1:
CompanyNameJob2: ProHealth Care
AddressJob2:
TelephoneJob2:
StartDateandPositionJob2: 11/2017
EndDateandPositionJob2: 4/2020
CompanyNameJob3: Aurora Healthcare
AddressJob3:
TelephoneJob3:
StartDateandPositionJob3: 12/1998
EndDateandPositionJob3: 11/2017
Signature: Angela Christie
Date: 10.12.2021
Signature2: Angela Christie
Date2: 10.12.2021
SourceDocID: 9278
SourceNavName:
Address: 10610 W Candlestick Lane Franklin, WI 53132
PriorityListing:
WhyInterested: Was informed of the opening and was interested in volunteering my time to the community.
DescriptionofDutiesJob1: Physician Coding Educator
DescriptionofDutiesJob2: Physician Coding Supervisor
DescriptionofDutiesJob3: CSR Revenue Cycle Billing Certified Physician Coder Certified Physician Coding Lead
AdditionalExperience: I would like to volunteer within the community.
See Current Results

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Friday, December 10, 2021 4:45 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Ann Kaminski
PhoneNumber:
EmailAddress: annhochschild@gmail.com
YearsasResident: 5
Alderman: 5
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: yes
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: yes
BoardWaterCommissioners: no
CompanyNameJob1: GFL Environmental
CompanyAddressJob1: 3240 W Elm Rd. Franklin, WI 53132
TelephoneJob1: 414-761-9421
StartDateandPositionJob1: 2015/ Administrative Assistant
EndDateandPositionJob1: Currently employed/ Customer Service Rep
CompanyNameJob2: Rocky Rococos
AddressJob2: Green Bay Ave Kenosha WI
TelephoneJob2: no longer in service
StartDateandPositionJob2: 2010/ General Manager

EndDateandPositionJob2: 2015/ General Manager
CompanyNameJob3:
AddressJob3:
TelephoneJob3:
StartDateandPositionJob3:
EndDateandPositionJob3:
Signature: Ann Kaminski
Date: 12/10/2021
Signature2: Ann Kaminski
Date2: 12/10/2021
Address: 9880 S 112th Street
PriorityListing: 1. Waste Monitoring Committee 2. Environmental Commission
WhyInterested: I live near the metro landfill and a lot of my neighbors that live in the area are like family to me. It would be beneficial to have someone that lives close to the landfill, like myself, to be informed and able to communicate to the residents in the area.
DescriptionofDutiesJob1: Work with waste facilities and customers to profile haz and non-haz liquid and solid waste. Dispatch and customer service
DescriptionofDutiesJob2: Managed personnel and finances.
DescriptionofDutiesJob3:
AdditionalExperience: Avid runner and walker. I run/walk around Metro every day at noon.
See Current Results

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Monday, July 18, 2022 10:28 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Kristen Stanley
PhoneNumber:
EmailAddress: k10stanley@gmail.com
YearsasResident: 6
Alderman: 1
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: no
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: yes
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Milwaukee VA Medical Center
CompanyAddressJob1: 5000 W. National Ave. Milwaukee WI
TelephoneJob1: (414) 384-2000
StartDateandPositionJob1: Jan 30, 2022/Public Affairs Specialist
EndDateandPositionJob1: Current
CompanyNameJob2: Wisconsin National Guard
AddressJob2: 1919 E Grange Ave Milwaukee WI
TelephoneJob2: 414-944-8475
StartDateandPositionJob2: May 15, 2016/Public Affairs Manager

EndDateandPositionJob2: June 4, 2021/Retired
CompanyNameJob3: Hawaii National Guard
AddressJob3: 360 Mamala Bay Drive JBPHH, HI
TelephoneJob3: 808-789-0419
StartDateandPositionJob3: July 10, 1997/Photographer
EndDateandPositionJob3: April 15, 2016/First Sergeant
Signature: Kristen Stanley
Date: July 18, 2022
Signature2: Kristen Stanley
Date2: July 18, 2022
SourceDocID: 9278
SourceNavName: Volunteer Fact Sheet
Address: 10728 South 92nd St
PriorityListing:

WhyInterested: Franklin offers fantastic parks for recreational use. My family has visited and used several of them as a family, with friends , for Scouts and with the Rec. Dept. I would like to be involved at the city level to ensure that the facilities and park sites continue to support an active, healthy lifestyle that contributes to the quality of life in our community, as well as economic and environmental well-being.

DescriptionofDutiesJob1: Public Affairs Specialist for Veteran Health Administration in Zablocki Healthcare System. Media engagement, internal/external communication, website management, social media, visual information creation and distribution.

DescriptionofDutiesJob2: Public Affairs Manager for the 128th Air Refueling Wing. Military photographer with 24 years of service. Responsible for media engagement, internal/external communication, website and social media, visual information creation and distribution. Emergency management experience for State active duty and deployed to support Combined Joint Task Force-Horn of Africa.

DescriptionofDutiesJob3: Full-time National Guard Technician with the 154th Wing at Joint Base Pearl Harbor-Hickam. Worked in Multimedia, Public Affairs and served as First Sergeant for 297th Air Traffic Control Squadron then 154th Maintenance Squadron. Emergency management experience. Deployed in support of OPERATION ENDURING FREEDOM &.OPERATION INHERENT RESOLVE.

AdditionalExperience: Franklin American Legion Post 192, Service Officer. Scout Troop 539G & Cub Scout Pack 507 committee member & fundraising chair. Parent of school age children in Franklin public schools. Franklin home owner. Pickleball enthusiast. Associates degree in Human Resource Management, Community College of the Air Force, Bachelor degree Audio Visual Production, Wayland University. Graduate of Culinary Institute of America, New York

[See Current Results](#)

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Friday, April 22, 2022 9:35 AM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Owen D. Poborsky
PhoneNumber:
EmailAddress: owen.poborsky@gmail.com
YearsasResident: 0-1
Alderman:
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: yes
EconomicDevelopmentCommission: yes
EnvironmentalCommission: no
FinanceCommittee: yes
FairCommission: no
BoardofHealth: no
FirePoliceCommission: yes
ParksCommission: yes
LibraryBoard: no
PlanCommission: yes
PersonnelCommittee: yes
BoardofReview: no
BoardofPublicWorks: no
QuarryMonitoringCommittee: no
TechnologyCommission: yes
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Air Wisconsin Airlines
CompanyAddressJob1: W6390 Challenger Drive, Suite 203 Appleton, WI 54914
TelephoneJob1: 920-739-5123
StartDateandPositionJob1: 09DEC2021. First Officer
EndDateandPositionJob1: Present Employment
CompanyNameJob2: University of North Dakota
AddressJob2: 3980 Campus Rd Stop 9007 Grand Forks, ND 58202-9007
TelephoneJob2: 701-777-4934
StartDateandPositionJob2: 10AUG2020. Flight Instructor

EndDateandPositionJob2: 14NOV2021. Standards Instructor and Line Check Airmen
CompanyJob3:
AddressJob3:
TelephoneJob3:
StartDateandPositionJob3:
EndDateandPositionJob3:
Signature: Owen Poborsky
Date: 4/22/22
Signature2: Owen Poborsky
Date2: 4/22/22
Address: 2933 W Drexel Ave Unit 506 Franklin, WI 53132
PriorityListing: Parks Commission Economic Development Finance Commission Plan Commission
WhyInterested: Born and raised in Hales Corners, WI. Moved to Grand Forks, ND for an undergraduate degree in Aeronautical Sciences and Graduate degree in Aviation Safety and Pilot Psychology (2017-2021). Moved back to Franklin in 2022 and work at MKE as a First Officer at Air Wisconsin Airlines. Lots of free time when not flying, looking for volunteer positions to give back to the community.
DescriptionofDutiesJob1: Milwaukee based airline pilot flying for Air Wisconsin DBA United Express Airlines.
DescriptionofDutiesJob2: Conducted FAA regulated Part 141 flight training at the University of North Dakota. Pilot instructor, evaluator, supervisor of flight of a fleet of 100+ aircraft, 1500 students and 200+ flight instructors.
DescriptionofDutiesJob3:
AdditionalExperience: 1. Military Heroes Charity Concert coordinator: Grand Forks, ND 2018 and 2019. Raised over \$30,000 through 2 concerts and silent auctions. 2. Kappa Sigma Fraternity House Board Association Member. Oversee the 1.8 million dollar operation of the structure and property. Grand Forks, ND 3. Troop 530 Eagle Scout and Assistant Scoutmaster, Hales Corners, WI. 4. Graduate Student, Aviation Safety and Pilot Psychology. Grand Forks, ND 5. Hobbies: recreational flying, golf, biking, hiking and camping.

[See Current Results](#)

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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;">9-6-22</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Franklin Civic Celebrations Commission Report for the July 1-4, 2022 Civic Celebrations Event, Request for Spending Authority for 2023 and Summary of 2022 Activities</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.1.</p>

Attached are reports from John Bergner, Chairman of the Civic Celebrations Commission, requesting authority from the Common Council for the Commission to sign and execute contracts and agreements for the 2023 Franklin Civic Celebration. The event is planned for three days, June 30, July 1 and 2, 2023.

COUNCIL ACTION REQUESTED

Motion to accept and place on file the summary from the 2022 Civic Celebrations event, and allow John Bergner to execute contracts and agreements for the 2023 Franklin Civic Celebration event.

OR

As directed.



Franklin Civic Celebrations Commission

Request for Spending Authority 2023

AUGUST, 2022

I, John Bergner, Chairman of the Franklin Civic Celebrations Commission request authority to enter into contracts and agreements for the 2023 Franklin Civic Celebration. The dates and times will be:

- Friday , June 30th - 5:00 pm to 11:00 pm
- Saturday, July 1st - 3:00 pm to 11:00 pm
- Sunday, July 2nd - 1:00 pm to 11:00 pm

With your approval, I request authority to spend the following amounts for 2023:

	2023 Requested	2022 Actual
1. ENTERTAINMENT	\$31,000	\$33,800
2. FIREWORKS	\$30,000	\$0.00 (\$17,000, 2021)
3. RENTALS	\$20,000	\$19,296
4. PARADE	\$20,000	\$12,216
5 ICE CREAM	\$1,200	\$1,083
6. PRINTING	\$4,000	\$4,074
7. SUPPLIES, SIGNS,T-SHIRTS	\$9,000	\$8,225
8. MISC.	\$1,000	\$940
Totals:	\$116,200	\$79,634

The 2022 Festival was a 4 day event and the 2023 Festival is a 3 day event.

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



City of Franklin

A Thriving Community in Southeastern Wis

2022 FRANKLIN CIVIC CELEBRATION

JULY 1 -JULY 4

INCOME STATEMENT

INCOME	2021 (3 days)	2022 (4 days)
1. DONATIONS	\$24,530.00	\$24,317.00
2. TICKET SALES DEPOSITS	\$77,392.50	\$82,858.00
3. FOOD (NET)	\$14,293.89	\$17,622.19
4. CITY FUNDS	\$13,000.00	\$13,000.00
5. CARNIVAL COMMISSION	\$23,591.26	\$25,609.55
6. NON FOOD/ LICENSES	\$450.00	\$250.00
7. HELICOPTER RIDES	\$0.00	\$0.00
8. ATM RENTAL	\$337.00	\$344.50
9. REDS NOVELTY	\$99.40	\$0.00
CASH FROM TICKET SALES:		
10. CASH PAID TO BADGER BAND	\$1,500.00	\$0.00
11. CORNHOLE	\$0.00	\$36.00
TOTAL INCOME	\$155,194.05	\$164,037.24

EXPENSES	2021	2022
1. ENTERTAINMENT	\$20,550.00	\$33,800.00
2. PRINTING, TICKETS	\$659.00	\$4,073.92
3. POLICE AND DPW	\$31,604.61	\$41,482.86
4. PARADE (INCLUDES FLAGS)	\$6,950.00	\$12,216.00
5. FIREWORKS	\$17,000.00	\$0.00
6. ICE CREAM	\$990.72	\$1,082.88
7. BEER	\$17,888.00	\$19,923.20
7A. WINE	\$0.00	\$1,575.00
8. SUPPLIES	\$2,032.25	\$1,420.89
9. RENTALS (TENTS, TABLES, CHAIRS, TOILETS)	\$18,646.00	\$16,795.95
10. T-SHIRTS-	\$3,247.00	\$4,538.00
11. SIGNS, BANNERS	\$1,102.80	\$1,878.05
12. BACKGROUND CHECKS	\$385.00	\$175.00
13. GOLF CARTS	\$850.00	\$940.00
14. DPW SUPPLIES (2022 FUEL \$4,830.45)	\$525.10	\$7930.12
15. POSTAGE	\$597.64	\$387.82
16. LIONS CLUB 1/2 NET PROFIT	\$0.00	\$2,490.00
17. SERVICES	\$0.00	\$385.10
18. THE WALL THAT HEALS	\$0.00	\$11,885.31
19. SODA (84 -12 PACKS)	\$0.00	\$366.66
20. ICE	\$0.00	\$1,368.01
TOTAL EXPENSES	\$123,028.12	\$164,714.77
NET INCOME OR LOSS	\$32,165.93	-\$677.53

<p>APPROVAL</p> <p><i>SO</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>September 6, 2022</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution Authorizing Certain Officials to Execute an Agreement for Automatic License Plate Reader (ALPR) Camera Systems with Flock Group Inc.</p>	<p>ITEM NUMBER</p> <p>G.2.</p>
<p>The Police Department requests the approval to purchase four (4) Automatic License Plate Reader camera systems which was approved in the 2022 Budget. The Police Capital Outlay Equipment budget, line item 41-0211-5819, for \$26,400 would be used for the purchase.</p>		
<p>In addition, it is requested that the 24 month purchase contract with Flock Group Inc. for the cameras be approved.</p>		
<p>Annexed hereto are a copy of the agreement and a resolution approving same.</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p>		
<p>A motion to adopt A Resolution Authorizing Certain Officials to Execute an Agreement for Automatic License Plate Reader (ALPR) Camera Systems with Flock Group Inc.</p>		

CHIEF OF POLICE – Chief Oliva

RESOLUTION NO. 2022-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT FOR AUTOMATIC LICENSE PLATE READER (ALPR) CAMERA SYSTEMS WITH FLOCK GROUP INC.

WHEREAS, the Chief of Police having recommended approval of an agreement proposed by Flock Group Inc. for automatic license plate reader (ALPR) camera systems and service thereof for law enforcement and public safety purposes; and

WHEREAS, the proposed agreement provides such equipment and services for a period of 24 months, with a year one payment of \$13,900.00 and year two (recurring annual) payment of \$12,500.00, for a total of \$26,400.00; renewal of the agreement for additional years of such equipment and services shall be subject to Common Council approval(s) over time; and

WHEREAS, the Common Council having considered such proposal and the resources currently available to obtain such needed equipment and services, and the benefit to the Community from the provision of same and having found such proposal to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the agreement for automatic license plate reader (ALPR) camera systems with Flock Group Inc., in such form and content as presented to the Common Council at its meeting on September 6, 2022, subject to such minor provisions changes as may be approved by the Chief of Police and the City Attorney, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Clerk and Director of Finance and Treasurer be and the same are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2022.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2022.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

flock safety

FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc ("Flock") and the customer identified below ("Customer") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement") The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date")

Customer: City of Franklin, WI - Franklin PD

Address 9455 W Loomis Rd
Franklin, Wisconsin 53132

Contact Name Curtis A Goens

Phone (414) 858-2660

E-Mail
cgoens@franklinwi.gov

Billing Contact

Expected Payment Method

(if different than above)

Initial Term 24 Months

Renewal Term 24 Months

Pilot period First 30 days of Initial Term, option to cancel contract
at no cost Initial Term invoice due after Pilot period

Billing Term Annual payment due Net 30 per terms and
conditions

Name	Price	QTY	Subtotal
Flock Safety Advanced Search <25 Falcons	\$2,500.00	1.00	\$2,500.00
Professional Services - Falcon, Standard Implementation	\$350.00	4.00	\$1,400.00
Falcon Camera	\$2,500.00	4.00	\$10,000.00

(Includes one-time fees)

Year 1 Total. \$13,900.00
Recurring Annual Total:
\$12,500.00

flock safety

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below

Flock Group Inc.

Customer: City of Franklin, Wisconsin

By

By

Name

Name Stephen R. Olson

Title

Title

Date

Date

n b formatting issues

By

Name

Title City Clerk

Date

By

Name

Title [Treasurer]

Date

Approved as to form

Jesse A Wesolowski
City Attorney

Dated

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Flock Group Inc

Order Form

flock safety

GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”)

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”),

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users,

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes, and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1

1 1 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1 2 "**Agency Hardware**" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Agency Hardware**" excludes the Embedded Software.

1 3 "**Authorized End User(s)**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1 4 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1 5 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1 6 "**Flock IP**" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1 7 "**Footage**" means still images captured by the Agency Hardware in the course of and provided via the Services.

1 8 "**Hardware**" or "**Flock Hardware**" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "**Hardware**" excludes the Embedded Software.

1 9 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1 10 "**Installation Services**" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1 11 "**Non-Agency End User(s)**" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1 12 "**Services**" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1 13 "**Support Services**" shall mean Monitoring Services, as defined in Section 2.9 below.

1 14 "**Unit(s)**" shall mean the Agency Hardware together with the Embedded Software.

1 15 "**Usage Fee**" means the subscription fees to be paid by the Agency for ongoing access to Services.

1 16 "**Web Interface**" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2 1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for

Agency's designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("User ID"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware, in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal or other law violation investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("*Permitted Purpose*") Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP, (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code, (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock, (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP, (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP, (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than

the Permitted Purpose, or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4b, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Hardware if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP, (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock, (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP, or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "*Service Suspension*") Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the foregoing Service Suspension reasons (d) or (e) are not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image

capture, as conditions and location allow Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”) Flock shall have final discretion on location of Units Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location After installation, any subsequent changes to the deployment plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like Flock Safety shall have full discretion on decision to reinstall Flock Hardware

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan In the event adequate solar exposure is not available, Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power, (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”) In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost Flock will provide options to supply power at each Designated Location If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar Flock will make all reasonable efforts within their control to minimize suspension of Flock Services Any fees payable to Flock exclude the foregoing Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay Agency represents and warrants that it has all necessary right title and authority and

hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock's Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease, however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Flock Hardware Ownership. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**") Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon

Agency's consent To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control

2 10 **Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency end-users in the creation of a User ID Agency agrees to provide Flock with accurate, complete, and updated registration information Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person Agency may not transfer its account to anyone else without prior written permission of Flock Agency will not share its account or password with anyone, and must protect the security of its account and password Agency is responsible for any activity associated with its account Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3 2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing

4. CONFIDENTIALITY; AGENCY DATA

4 1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party) Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("*Agency Data*") The Receiving Party agrees (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information, except as necessary to comply with Wisconsin's Open Records law, Wis Stat §§ 19.31 through 19.37, and case law applicable thereto Flock's use of the Proprietary

Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to (a) comply with a legal process or request, (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues, or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing as they may pertain to Flock's provision of Services.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related

systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom) For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “*Aggregated Data*”) Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only No rights or licenses are granted except as expressly set forth herein Flock shall not sell Agency Data or Aggregated Data

5. PAYMENT OF FEES

5.1 a **Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form upon receipt of an invoice after the expiration of the 30 day Pilot period, provided Agency has not opted to cancel the Agreement within that 30 day Pilot period Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period All payments will be made by either ACH, check, or credit card

5.1 b **Falcon Fees.** For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form upon receipt of an invoice after the expiration of the 30 day Pilot period, provided Agency has not opted to cancel the Agreement within that 30-day Pilot period Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay upon receipt of an invoice after the expiration of the 30 day Pilot period, provided Agency has not opted to cancel the Agreement within that 30 day Pilot period Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay upon receipt of an invoice after the expiration of the 30 day Pilot period, provided Agency has not opted to cancel the Agreement within that 30 day Pilot period For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice

5.2 **Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email)

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice

If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U S taxes based on Flock's net income

6. TERM AND TERMINATION

6.1 a **Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**") The Term shall commence upon the expiration of the 30 day Pilot period, provided Agency has not opted to cancel the Agreement within that 30 day Pilot period *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term*

6.1 b **Falcon Term** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**") The Term shall commence upon the expiration of the 30 day Pilot period, provided Agency has not opted to cancel the Agreement within that 30 day Pilot period *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term*

6.2 **Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience Termination for convenience will result in a one-time fee of \$500 per Flock Hardware Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party, provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination

6.5 **No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

6.7 Termination for Non-Appropriation. Regardless of any other provision of this Agreement, Agency may terminate this Agreement at any time without any further liability if its governing body does not appropriate funds in its operating budget sufficient for the continuation or renewal of the Agreement. Agency shall pay all fees due and owing as of the date of the termination, except for any fees payable in advance for periods after the date of termination.

7. REMEDY, WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED

“AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.5

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Except as specifically provided in this Agreement, Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND EXCEPT FOR ANY DAMAGES CAUSED BY INTENTIONAL ACTS, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY (A) FOR ERROR, OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS, (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE, (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH, (E) FOR CRIME PREVENTION, OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWENTY FOUR (24) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF WISCONSIN.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PROVIDED AT NO ADDITIONAL FEE DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties

acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, or a breach of Agency's Installation Obligations. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

8.5 Indemnification Limits. Nothing contained within this Agreement is intended to be a waiver or estoppel of the Agency or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Agency or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

9. RECORD RETENTION

The Parties acknowledge that Agency has no ownership, control, or possession of the Footage or any part thereof unless and until Agency downloads Footage from Flock to Agency's own data-storage equipment. Agency shall be solely responsible for compliance with Wisconsin's Public Records law after such download.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Wisconsin, and venue for any lawsuits arising from this Agreement shall be in Wisconsin Circuit Court for Milwaukee County. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10 09 Authority. Each of the signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing

10 10 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered, when receipt is electronically confirmed, if transmitted by facsimile or e-mail, the day after it is sent, if sent for next day delivery by recognized overnight delivery service, and upon receipt, if sent by certified or registered mail, return receipt requested

flock safety



EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:

Review Locations		<p>Confirm camera locations with your sales representative</p> <p>Flock: Your Sales representative will present several viable options for camera locations</p> <p>Customer: Review Deployment Plan & approve camera locations</p> <p>Please Note: If Public Works is required to move forward, please obtain approval</p>
Finalize Locations		<p>Prepare for finalized camera locations</p> <p>Flock: Confirm Deployment Plan and signed agreement. Flock will move forward with next steps for locations that don't need permits (minimum 10 locations needed to move forward with partial installation)</p> <p>Customer: Prepare the below items, as needed</p> <ul style="list-style-type: none">• If permits are required, begin application process• If cameras will be AC-powered, hire an electrician/street department
Step 1		<p>Conduct On-site Survey & place flags.</p> <p>Flock: Flock technician conducts site survey to (1) evaluate solar or power access, (2) check line of sight to the road, and (3) evaluate cellular service in the area. When the technician deems the locations suitable, s/he will place a white flag at each spot</p> <p>Please note: If the initially determined locations don't meet Flock standards, we will evaluate a new location, obtain customer approval, and redo a site survey. This may push timeline for installation.</p>
Step 2		<p>Call 811</p> <p>Flock: Flock Safety will coordinate with Call 811 to mark each camera location for underground utilities within a 10-foot radius.</p> <p>Please Note: Call 811 is a government service, so turnaround times may vary and is outside of Flock control</p>
Step 3		<p>Schedule installation:</p> <p>Flock: Flock will (1) ship any site specific materials that the technician does not have locally (2) schedule the installation date</p>
Step 4		<p>Install & Validate Cameras</p> <p>Flock: After installation, your Customer Success Manager will confirm that cameras are capturing footage well and functioning properly. They will then give you full access to the system along with helpful training resources</p>
Ongoing-as needed		<p>Finalize any installation needs</p> <p>Flock: While we typically complete installations within 4 weeks of finalizing locations, delays may occur due to external factors. In these instances, we will continue to work through this process until your cameras are fully installed and operational</p>

Implementation Team

Implementation Team	How they will support you
---------------------	---------------------------

Project Manager



Your **Project Manager** is your **primary contact during camera installation**

- Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.

Field Operations Team



- The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.
- They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.
- ***Note***: For all Installation questions or concerns, please always direct them to your **Customer Success Manager** and not the technician.

Product Implementation Specialist



Your **Product Implementation Specialist** is your **technical product expert**

They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. Your specialist will work your Sales Rep to:

- Review the cameras in your deployment
- Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product
- If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s)



Relationship Team	How they will support you
-------------------	---------------------------

Customer Success Manager



Your **Customer Success Manager** is your **strategic partner** for your lifetime as a Flock customer

While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system

Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:

- Set up Account Training
- Understand benefits of features
- Learning best practices for getting relevant data
- Identifying opportunities to expand the security network in your area
- Provide feedback on your partnership with Flock

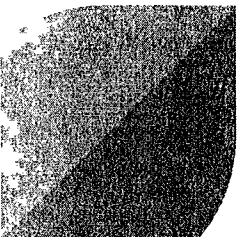
Flock Safety Support



The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To **get in touch with support**, simply email support@flocksafety.com. Support can help you:

- Request camera maintenance
- Troubleshoot online platform
- Contract / Billing questions
- Update account information
- Camera Sharing questions
- Quick “How to” questions in your Flock Account

Please Note: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation



Outside Party	When they may be involved
----------------------	----------------------------------

**Electrician/
Street
Department**

If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity

**Public Works
(LE)**

To weigh in on the use of public Rights of Way or property

**Department of
Transportation
(DOT), City,
or County
agencies**

If installation in your area requires permitting

Implementation Service brief: Standard VS Advanced

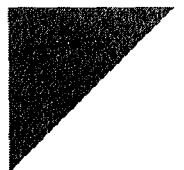
Standard Implementation

Cost = \$350 / camera (one time cost)

Included in scope:

Once Designated Locations are confirmed, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures
Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
 - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - *Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements (link). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.*
 - Access requiring up to a 14' A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location



Not included in scope:

Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

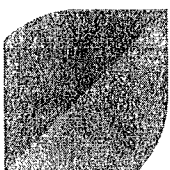
- Cannot NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician♦ Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material)♦
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc♦)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc♦)
- Any fees or costs associated with filing for required City, County, or State permits

Advanced Implementation

Cost = \$750 / camera (one time cost)

Included in scope: Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc)
- Confirm that a location is safe for work by following State utility locating procedures Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
 - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion) or **NCHRP 350 or MASH approved pole**, if necessary
 - *Pole Options - Northern and Coastal*
 - *Pole Options - Non-Winterized, Non-Coastal*
 - *Pole Options - Georgia*
 - *Pole Options - Texas*
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements ([link](#)) Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material) Electrical work requiring a licensed electrician and associated costs, not included in the scope
 - Access requiring up to a 14' A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

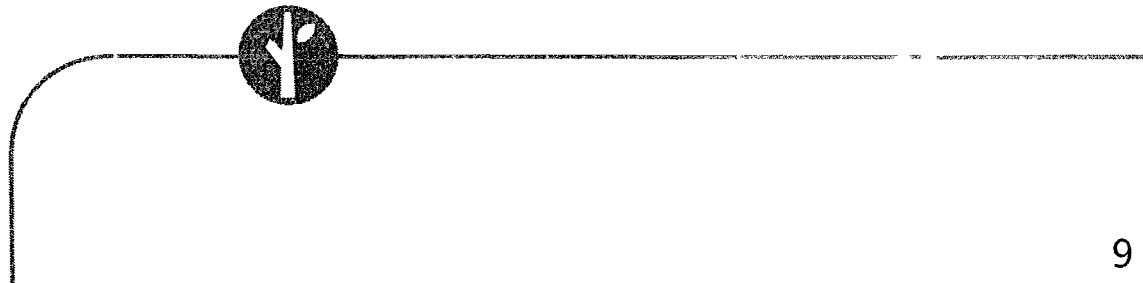


Not included in scope:

By default, Flock does **not** include the following as part of the Advanced Implementation Service but can optionally provide a quote for sourcing (additional cost):

- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician♦ Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material)♦
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc♦)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc♦)

Any fees or costs associated with filing for required City, County, or State permits



Things to Consider when Picking Locations

Falcon Cameras

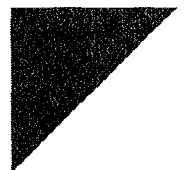
- Use Cases
 - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections
- Placement
 - They capture vehicles driving away from an intersection
 - They cannot point into the middle of an intersection
 - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic
- Mounting
 - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles ****NOTE**** *Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies*
 - They should be mounted one per pole* If using AC power, they can be mounted 2 per pole
 - *Cameras need sufficient power Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility) Therefore if relying on solar power, only one camera can be installed per pole
 - They can be powered with solar panels or direct wire-in AC Power (no outlets) ****NOTE**** Flock does not provide Electrical services Once installed, the agency or community must work with an electrician to wire the cameras Electrician services should be completed within two days of installation to prevent the camera from dying
 - They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images

Solar Panels

- Solar panels need unobstructed southern-facing views

Pole

- If a location requires a “DOT Pole” (i.e., not Flock standard pole), the implementation cost will be \$750/camera



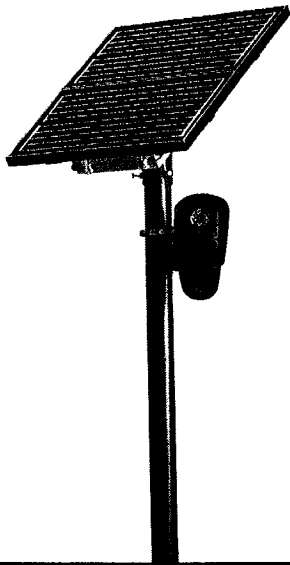
Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. See steps 2 and 6 below.



Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.



Easy to Use Install Power Kit

Work with Local Electricians

Efficient Quote & Installation Process

How to Get Started with a Powered Install

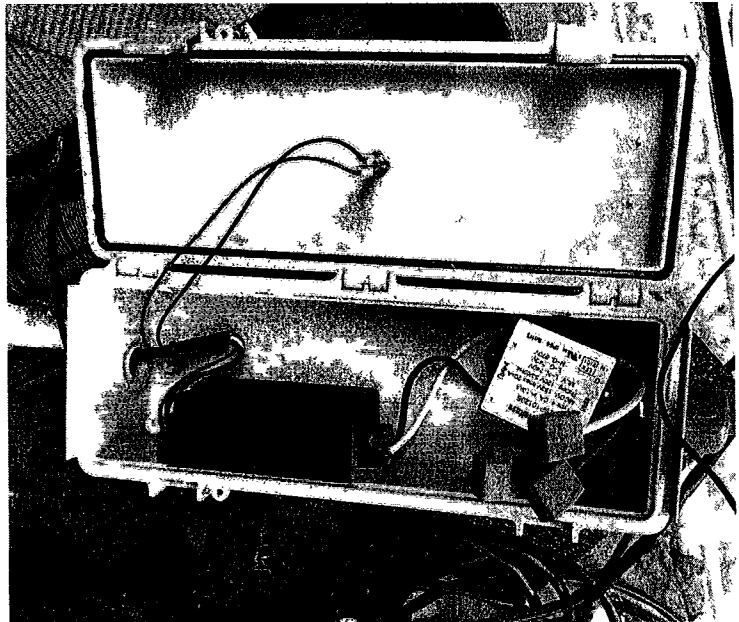
- 1. Create a Deployment Plan**
Work with Flock to select the best location(s) for your cameras and power sources.
- 2. Acquire an Electrical Quote**
Contact an electrician to receive a quote to run 120volt AC power to the camera.
- 3. Sign Flock Safety Agreement**
Sign the Flock Safety purchase order to begin the installation of the cameras.
- 4. Conduct Site Survey**
Flock will mark camera locations, locate underground utilities and mark if present.
- 5. Install Camera**
Flock will install the camera and AC power kit at the specified camera location.
- 6. Connect Camera to Power**
Notify the electrician that the camera is ready for the power connection installation.

Visit flocksafety.com/power-install for the complete plan, FAQs & to get started!

Electrician Handout

Electrician Installation Steps

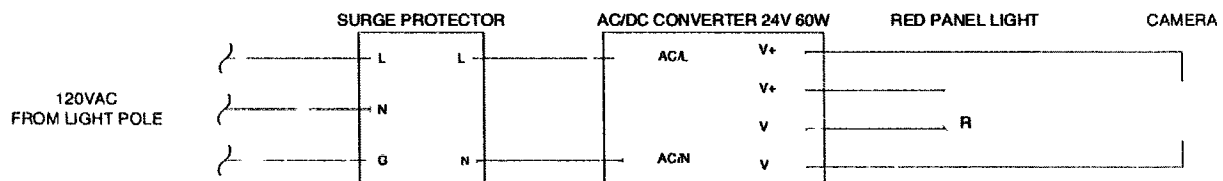
- 1 ♦ Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes ♦ The gland accepts 1/2" conduit ♦
- 2 ♦ Open the box using hinges ♦
- 3 ♦ Connect AC Mains per wiring diagram below:
 - Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut ♦
 - Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut ♦
 - Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut ♦
- 4 ♦ Verify that both the RED LED is lit on the front of the box
- 5 ♦ Close box and zip tie the box shut with the provided zip tie
- 6 ♦ While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

- **What voltage is supported?** The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.
- **How much power does this consume?** Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.
- **Who is responsible for contracting the electrician?** The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.
- **Who is responsible for maintenance?** Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.
 - If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.
- **How much does it cost?** Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.
- **What information do I need to provide my electrician?** The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.
- **Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.
- **How long does this process typically take?** The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.
- **What kind of electrician should I look for?** Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.
- **What happens if the electrician damages the equipment?** The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

- **When should the electrician perform his work?** Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.
- **What if my electrician has questions about Flock's AC Kit?** You should share the **AC-Power Kit Details** packet with the electrician if they have questions.
- **What if the AC power is on a timer?** Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.



Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What is covered by Flock	What is NOT covered by Flock	Special note
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	*DOT Approved Pole cost Electrician & ongoing electrical costs	
AC Power Kit (as needed)	Engineering Drawings	
Solar Panels (as needed)	Relocation Fees	<i>Excluding changes during initial installation</i>
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	<i>Including, but not limited to, **MASH poles or adapters</i>
Cellular Data Coverage	Bucket trucks	
Maintenance Fees (review Fees Sheet for more details)	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	<i>Only applicable for AC-powered cameras</i>

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$750/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

Permitting: Pre-Install Questionnaire

1⚡ Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**⚡ Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process⚡ When Flock Safety customers manage the permitting processes, results tend to come more quickly⚡
- Can your agency own the permitting process with Flock Safety's assistance?

2⚡ Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc)⚡?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation⚡
 - Note: A bucket truck is required if the height exceeds 15 feet tall⚡

3⚡ AC Power vs⚡ Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit? ([Link](#))
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
 - Single Panel: 21⚡25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21⚡25" x 28" x 2" (LxWxD)

4⚡ Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel⚡ **Can you provide a patrol car escort, or will full traffic control be required?**
 - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received⚡
- **If full traffic control is required (cones, arrow boards, etc)⚡):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**)⚡
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?

- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place
- Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5 Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6 Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

Professional Services Fee Schedule

- Camera relocation, existing pole non-AC powered = \$350
- Camera relocation, Flock pole and/or AC powered = \$750
- Camera replacement as a result of vandalism, theft, or damage = \$500
- Pole replacement as a result of vandalism, theft, or damage = \$500
- Trip charge = \$350
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage



Billing

5.1b Falcon Fees For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee, and any fee for Hardware (as described on the Order Form, together with the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees. The Agency shall pay on or before the 30th day following receipt of the invoice.

Upon completion of installation, Flock will issue an invoice for the remaining balance, and Agency shall pay on or before the 30th day following receipt of the final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the anniversary of the Effective Date.

6.1b Falcon Term Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "Initial Term"). The Term shall commence upon first installation and validation of a Unit. Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a "Renewal Term," and together with the Initial Term, the "Service Term") unless either party gives the other party notice of non-renewal at least thirty (30) days before the end of the then-current term.



Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?

How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?

How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the National Lookup to search for a plate? (*National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches*)

How do I reset my / another user's password?

Customer Support

You can reach our customer support team anytime by emailing support@flocksafety.com. They can help answer any "How-To" questions you may have.



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<p>APPROVAL</p> <p><i>Slu</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>September 6, 2022</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Authorize the Purchase of an Undercover AUTOMATIC LICENSE PLATE READER (ALPR) System and Squad ALPR System</p>	<p>ITEM NUMBER</p> <p>G.3.</p>

The Police Department requests the approval to purchase the following Police Capital Outlay Equipment budget line items 41-0211-5819 that were approved in the 2022 Budget.

Undercover ALPR System - \$16,885

Squad ALPR System - \$10,500

COUNCIL ACTION REQUESTED

A motion to approve the purchase of an Undercover ALPR System and Squad ALPR System.

CHIEF OF POLICE- Chief Oliva

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<p>Informational</p> <p><i>Slur</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p><i>9/06/2022</i></p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Information on Current Fireworks Display for Common Council Consideration, and Discussion</p>	<p>ITEM NUMBER</p> <p>G.4.</p>

Background:

In July, the Mayor asked the fire chief to meet with the Licensing Committee to review the current firework permitting process. The following is provided for informational purposes.

State law regarding fireworks regulation states that a permit allows a Mayor, village president, or town chairperson, or a person delegated by those officials to issue a permit for transportation and display of fireworks to the following parties:

(c) A permit under this subsection may be issued only to the following persons

1. A public authority
2. A fair association.
3. An amusement park
4. A park board
5. A civic organization.
6. Any individual or group of individuals A permit issued to a group of individuals confers the privileges under the permit to each member of th

Per Franklin Municipal Code (Chapter 133-14, A) the fire department does not issue permits directly to any private citizen or any of entities listed above; rather it issues permits on their behalf directly to professional, credentialed, fireworks display companies displaying a valid certificate of liability insurance specific to the event.

Based on point #6 listed above, fire department past practice has been to generally approve permits for fireworks displays that can be carried out by the responsible party in compliance with NFPA 1123, *Code for Fireworks Displays* (also a requirement of local code). Historically this has included wedding events at private clubs and cultural centers, but could also potentially include events such as church and cultural festivals.

While the safety aspect of determining whether a display can be conducted in compliance with industry standards rightly falls on fire code officials; the decision as to when and where to allow displays, and for what reasons, is entirely a political decision, due to the potential for adverse impact on neighbors and the general public due to noise, disruption, and potential debris issues.

Franklin's municipal code does not establish further limitations on to whom, or to which organizations of the above listed groups permits may be issued; and the allowance for "*Any individual or group of individuals*" leaves the issuance of a fireworks permit open for any person, for potentially any occasion, at any level of frequency. It is within the Common Council's authority to establish further requirements or restrictions on fireworks displays, should they feel the need to do so.

Options:

The fire chief and city attorney do not recommend regulating permitting by event type, as this has the potential to lead to arbitrary and/or possibly even discriminatory decisions. Potential courses of action for Council consideration include the following:

1. Do nothing. To some degree any considerations herein are a solution in search of a problem. Outside of approximately five – six events at the Rock Complex annually and the Franklin Civic Celebration, legitimate permit applications for fireworks displays rare, averaging less than one event per year. Fireworks displays of this kind are somewhat self-limiting due to cost and the geographical spacing requirements set forth in NFPA 1123 regarding spectator setback and fallout area.
2. Consider reasonable restrictions on mortar tube diameters. Mortar tube diameter largely determines the size of the individual firework burst, as well as altitude, and audible volume and travel distance. Recent displays at The Rock Complex have contained mortar tubes up to six inches, and those for the Civic Celebration may exceed that; however, mortar tubes of up to 16 inches in diameter are possible. Again, this is naturally somewhat self-limiting due to greater cost and much larger associated spatial setback and fallout requirements, and those at the largest diameter sizes are generally shot over water during major metropolitan celebrations.
3. Consider reasonable restrictions on frequency of fireworks events at any specific property or venue, or restrictions on which days of the week displays can occur. (i.e., no fireworks on “school nights”). Fireworks displays outside of weekend events or holidays are rare but not inconceivable; however, limiting them to certain days of the week may be discriminatory towards important religious or cultural holidays or calendar dates, and an event like a business grand opening could conceivably be held on any day of the week. Restricting frequency of events could potentially impact visitor volume to Franklin, as well as revenue generated by Franklin businesses.

COUNCIL ACTION REQUESTED

For Information and Discussion as Desired

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;"><i>9/06/2022</i></p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Council approval for the Fire Department to accept a Federal Emergency Management Administration (FEMA) Assistance for Firefighters (AFG) Grant to Replace the Aging Diesel Exhaust Source-Capture Systems at the City's Three Fire Stations.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.5.</p>

Introduction:

The fire department applied for a Fiscal Year 2021 FEMA Assistance for Firefighters Grant (AFG) in the amount of \$234,700 (minus required 10% local match) to replace the aging and unreliable Diesel exhaust particulate source-capture systems in all three fire stations. The fire department has recently been notified that the grant has been awarded, and that the City must accept or decline the award notice within thirty days. The required ten percent local match of \$21,336.37 has been included in the departments 2023 Capital Improvement budget request.

Background:

Health and wellness for our staff and visitors is always first priority. Contamination of living areas, offices and dormitories is a concern when a component of the current exhaust system fails and is un-usable. During these periods between repairs, 100% capture of toxic exhaust chemicals and diesel particulates is not possible and areas of the fire stations adjacent to the apparatus bays are potentially exposed to contamination.

The International Association of Firefighters has identified cancer as a major occupational hazard facing firefighters today. One of the major initiatives the department has taken in the area of occupational cancer prevention is the provision of two sets of personal protective gear (PPE) to each of our members. This PPE is stored in close proximity to the apparatus and is subject to contamination from vehicle exhaust if the source capture system is inoperative or malfunctioning. Contaminated PPE is not only a risk for our Firefighters and Paramedics, but to members of the public that they come in contact with during emergency responses. Additionally, contamination of emergency medical supplies stored in our ambulances, medical kits and store rooms is potentially subject to contamination, if the secure capture exhaust system fails.

The current systems are becoming difficult to maintain due to their age a frequency of use, and replacement parts are becoming increasingly difficult to source. Exhaust "drops" and connections to the vehicles is the primary point of failure. Moving parts of the system including the trolleys which move down the rails, the rails themselves and exhaust fan control boxes are all wearing out. With an annual call volume now likely to exceed 5,000 emergency responses, plus additional vehicle movements for training, routine vehicle checks, community risk reduction and other assignments, the wear and tear on the current exhaust systems is exposing its weak points.

COUNCIL ACTION REQUESTED

Request motion to authorize the Fire Department accept FEMA AFG grant funding to facilitate the replacement of diesel source capture systems in three fire stations in the amount of \$213,363.63 with a required local match of \$21,336.37, for a total cost not to exceed \$234,700.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/23/2022



James Mayer
FRANKLIN, CITY OF
9229 W. LOOMIS ROAD
FRANKLIN, WI 53132

EMW-2021-FG-03041

Dear James Mayer,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$213,363.63 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$21,336.37 for a total approved budget of \$234,700.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A small, illegible signature or mark is present at the end of the letter.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: FRANKLIN, CITY OF

UEI-EFT: GGTNU4CP2MB1

DUNS number: 021110432

Award number: EMW-2021-FG-03041

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$234,700.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
<hr/>	
Federal	\$213,363.63
Non-federal	\$21,336.37
<hr/>	
Total	\$234,700.00
<hr/>	
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

Approved request details:

Modify facilities

Source Capture Exhaust System(s)

DESCRIPTION

Replacement of antiquated vehicle exhaust extraction system to allow 6 vehicles with under carriage exhaust to be connected with magnetic nozzle connections.

QUANTITY	UNIT PRICE	TOTAL
1	\$74,000.00	\$74,000.00

BUDGET CLASS

Equipment

Source Capture Exhaust System(s)

DESCRIPTION

Replacement of antiquated vehicle exhaust extraction system to allow 7 vehicles with under carriage exhaust to be connected with magnetic nozzle connections.

QUANTITY	UNIT PRICE	TOTAL
1	\$91,700.00	\$91,700.00

BUDGET CLASS

Equipment

Source Capture Exhaust System(s)

DESCRIPTION

Replacement of antiquated vehicle exhaust extraction system to allow 5 vehicles with under carriage exhaust to be connected with magnetic nozzle connections.

QUANTITY	UNIT PRICE	TOTAL
1	\$69,000.00	\$69,000.00

BUDGET CLASS

Equipment

Agreement Articles

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: FRANKLIN, CITY OF

UEI-EFT: GGTNU4CP2MB1

DUNS number: 021110432

Award number: EMW-2021-FG-03041

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002 III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2 General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

- Article 3 Acknowledgement of Federal Funding from DHS**
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- Article 4 Activities Conducted Abroad**
Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained
- Article 5 Age Discrimination Act of 1975**
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- Article 6 Americans with Disabilities Act of 1990**
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Article 7 Best Practices for Collection and Use of Personally Identifiable Information**
Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- Article 8 Civil Rights Act of 1964 – Title VI**
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

- Article 9** **Civil Rights Act of 1968**
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- Article 10** **Copyright**
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- Article 11** **Debarment and Suspension**
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- Article 12** **Drug-Free Workplace Regulations**
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
- Article 13** **Duplication of Benefits**
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

- Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- Article 15 Energy Policy and Conservation Act**
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- Article 16 False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- Article 17 Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Article 18 Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
- Article 19 Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

- Article 20** **Hotel and Motel Fire Safety Act of 1990**
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
- Article 21** **John S. McCain National Defense Authorization Act of Fiscal Year 2019**
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
- Article 22** **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- Article 23** **Lobbying Prohibitions**
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article 24** **National Environmental Policy Act**
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

- Article 25 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- Article 26 Non-Supplanting Requirement**
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- Article 27 Notice of Funding Opportunity Requirements**
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
- Article 28 Patents and Intellectual Property Rights**
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
- Article 29 Procurement of Recovered Materials**
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Article 30 Rehabilitation Act of 1973**
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- Article 31 Reporting of Matters Related to Recipient Integrity and Performance**
General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- Article 32 Reporting Subawards and Executive Compensation**
Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- Article 33 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**
Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021), and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or

permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article 34 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 35 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 36 Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

- Article 37 Universal Identifier and System of Award Management**
Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
- Article 38 USA PATRIOT Act of 2001**
Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
- Article 39 Use of DHS Seal, Logo and Flags**
Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- Article 40 Whistleblower Protection Act**
Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
- Article 41 Environmental Planning and Historic Preservation (EHP) Review**
DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended, National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

- Article 42 Applicability of DHS Standard Terms and Conditions to Tribes**
The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.
- Article 43 Acceptance of Post Award Changes**
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
- Article 44 Disposition of Equipment Acquired Under the Federal Award**
For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 45**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 46**Indirect Cost Rate**

2 C.F.R. section 200.210(a)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 47**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Article 48**EHP Compliance Review Required**

Under the Modification to a Facility, Equipment, or a component in the Wellness and Fitness Activity, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY21 Assistance to Firefighters Grant funds in support of the Modification to Facility, Equipment or a component in the Wellness and Fitness Activity that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY21 Assistance to Firefighters Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY21 Assistance to Firefighters Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or FireGrants@fema.dhs.gov to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

Obligating document

1. Agreement No. EMW-2021-FG-03041	2. Amendment No. N/A	3. Recipient No. 396005897	4. Type of Action AWARD	5. Control No. WX00671N2022T		
6. Recipient Name and Address FRANKLIN, CITY OF 9229 W LOOMIS RD FRANKLIN, WI 53132		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer James Mayer		9a. Phone No. 4144251420	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 08/23/2022	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/30/2022 to 08/29/2024 Budget Period 08/30/2022 to 08/29/2024		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2022-F1-GB01 - P410-xxxx-4101-D	\$0.00	\$213,363.63	\$213,363.63	\$21,336.37
Totals			\$0.00	\$213,363.63	\$213,363.63	\$21,336.37
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	08/23/2022

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>5/1</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">09/06/22</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR WOODFIELD TRAIL, A CONDOMINIUM AT 12000 WEST LOOMIS ROAD</p> <p style="text-align: center;">(STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC, APPLICANT, BOOMTOWN, LLC, PROPERTY OWNER)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.6.</p>

At the August 18, 2022, regular meeting, the Plan Commission carried a motion to recommend approval of this condominium plat resolution.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2022-_____, conditionally approving a condominium plat for Woodfield Trail, a condominium at 12000 West Loomis Road (Stephen R. Mills, President of Bear Development, LLC, applicant, Boomtown, LLC, property owner).

REPORT TO THE PLAN COMMISSION

Meeting of August 18, 2022

CONDOMINIUM PLAT

RECOMMENDATION: City Development staff recommends approval of the Woodfield Trail Condominium Plat, subject to the conditions set forth in the attached resolution.

Property Owner:	Woodfield Trail, Condominium Plat
Applicant:	S.R. Mills. Boomtown, LLC
Property Address/Tax Key Number:	12000 W Loomis Rd.
Aldermanic District:	District 6
Agent:	Daniel Szczap. Bear Development, LLC
Zoning District:	R-8 – Multiple-Family Residence District
Use of Surrounding Properties:	North: Planned Development District No. 40 (Cape Crossing), single-family residential. South: Vacant properties zoned residential, R-2 and R-8. East: Vacant and single-family residential zoned R-8 West: We-energies right-of-way and vacant land owned by the State of Wisconsin.
Proposal:	Two-family residential condominium with 26 dwelling units served by a cul-de-sac street.
Staff Planner:	Régulo Martínez-Montilva, AICP, Principal Planner

Condominium Plat application submitted on July 8, 2020, for the Woodfield Trail Condominium development, which consists of 13 duplex ranch style buildings for a total of 26 dwelling units. The Woodfield Court cul-de-sac street is depicted for reference only and it should be dedicated by a separate instrument because Condominium Plats cannot create public streets or dedicate any area to the public in accordance with the current Wisconsin Platting Manual.

Special Use and Site Plan have already been approved for this project in June 2022, pending conditions of approval include a landscape bufferyard easement along Loomis Road and conservation easement for protected natural resources. The landscape bufferyard easements was approved by the Common Council on July 19, recording is pending; and the conservation easement was submitted for review to the City Development Department.

Other outstanding conditions approval that should be addressed during the developer’s agreement are listed below:

- Natural Resource Special Exception (NRSE)
 - Condition #5, that the applicant shall place boulders or other markers to demarcate the wetland setback on the property.
 - #8, that the applicant incur only temporary impacts to wetland setback and buffer, which shall be restored to the standards of UDO §15-4.0102I for wetland setback and UDO §15-4.0103B5 for wetland buffer.

- #9, that the applicant provide for repair of the pond drainage tile/pipe between the pond edge and the outlet at Ryan Road, subject to a revised conservation easement; and for the removal of buckthorn with a minimum expenditure of \$10,000.
- Special Use resolution
 - Condition #6, The sidewalk or multi-use trail on the south side of Ryan Road, between the future Woodfield Court and the east boundary of this development, should be included in the development agreement.

Pursuant to UDO Section 15-7.0603.D, the condominium declaration and bylaws is subject to review by the City Attorney. City Attorney comments are included in the staff memorandum dated August 2, 2022, which the applicant has addressed in the Plan Commission submittal received on August 9, 2022.

STAFF RECOMMENDATION:

A motion to recommend approval of the Woodfield Trail Condominium Plat, subject to the conditions set forth in the attached resolution.

RESOLUTION NO. 2022-_____

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
WOODFIELD TRAIL, A CONDOMINIUM AT 12000 WEST LOOMIS ROAD
(STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC,
APPLICANT, BOOMTOWN, LLC, PROPERTY OWNER)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a condominium plat for Woodfield Trail, a Condominium (total development includes 26 dwelling units arranged in 13 side-by-side duplex structures, such plat being a part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the northeast corner of the Northwest 1/4 of said Section 30; thence South 89°31'45" East along the north line of said Northwest 1/4, 1325.63 feet to the North 1/8 Section Corner as described by the Original 1857 Section Survey of Township 5 North Range 21 East; thence South 00°34'12" East, 24.75 feet to the Point of Beginning; Thence continuing South 00°34'12" East and then along the west line of Certified Survey Map No. 8907, 918.52 feet to the north right of way line of West Loomis Road - State Trunk Highway "45" - State Trunk Highway "36"; thence South 75°45'51" West along said north right of way line, 897.94 feet; thence North 01°15'54" West, 454.13 feet to the south line of the Wisconsin Electric Power Company right of way, as recorded in the Register of Deeds office for Milwaukee County in Volume 1395, Page 367, and a point on a curve; thence northeasterly 923.45 feet along the arc of said curve to the left, whose radius is 7877.60 feet and whose chord bears North 41°51'35" East, 922.92 feet; thence North 89°31'45" West, 255.39 feet to the Point of Beginning, more specifically, of the property located at 12000 West Loomis Road, bearing Tax Key No. 891-9011-000, Stephen R. Mills, President of Bear Development, LLC, 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 August 18, 2022, 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 Woodfield Trail, a Condominium, as submitted by Stephen R. Mills, President of Bear Development, LLC, as

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
WOODFIELD TRAIL, A CONDOMINIUM
RESOLUTION NO. 2022-_____

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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. Boomtown, LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Woodfield Trail, a Condominium 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 Stephen R. Mills, President of Bear Development, LLC, applicant, and the Woodfield Trail, a Condominium development for the property located at 12000 West Loomis Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. The Woodfield Trail, a Condominium development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
5. This resolution is not accepting any dedication of land for right-of-way purposes. A separate instrument, such as Certified Survey Map or deed, shall be required for dedication of land for right-of-way purposes.
6. The applicant shall revise the Condominium Plat to add the label pertaining to the Landscape Bufferyard easement adjacent to Loomis Road, prior to recording with the Milwaukee County Register of Deeds.
7. The applicant shall revise the Declaration of Condominium to update the condominium address, prior to recording with the Milwaukee County Register of Deeds
8. The road dedication and proposed easements (Watermain, Storm Water Management Access, Trail, Conservation and Landscape Bufferyard) must be approved and

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
WOODFIELD TRAIL, A CONDOMINIUM
RESOLUTION NO. 2022-_____

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accepted by the Common Council before recording the condo plat and easements.

9. The Woodfield Trail Condominium shall be developed in substantial compliance with previously approved Special Use, Resolution No. 2022-7873, and Site Plan, Plan Commission Resolution No. 2022-016.
10. This Condominium Plat shall be recorded with the Milwaukee County Register of Deeds by the City Clerk prior to the issuance of building permits.
11. Following the recording of the plat, the applicant shall provide a copy of the recording information and final condominium plat to the Engineering Department and Department of City Development.

BE IT FURTHER RESOLVED, that the Condominium Plat for Woodfield Trail, a Condominium 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 12 months from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 12 months 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 Woodfield Trail, a Condominium 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 _____, 2022.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
WOODFIELD TRAIL, A CONDOMINIUM
RESOLUTION NO. 2022-_____

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ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

MEMORANDUM

Date: August 2, 2022
To: Daniel Szczap. Bear Development, LLC.
From: Department of City Development
Régulo Martínez-Montilva, AICP, Principal Planner
RE: Applications for Condominium Plat – Woodfield Trail
12000 W. Loomis Road

Staff comments are as follows for the above-referenced application received on July 8, 2022:

City Development Department comments

1. **Street name.** As previously pointed out by the Engineering Department, there is already street named “Woodfield Court” in the city of Franklin. Please use a different street name and update the condominium plat and declaration accordingly.
2. **Landscape bufferyard easement.** Please update the landscape bufferyard easement area, attached exhibit associated with the easement approved by the Common Council on July 19.
3. **Approximate square footage of each unit.** Pursuant to Wisconsin Statutes §703.11(c), please add the approximate square footage of each unit to the condominium plat.

Engineering Department comments

4 Proposed Woodfield Trail Condominium Plat

- 1) Rename the street name Woodfield court is already in use*
- 2) Show on the proposed condominium the 20 ft wide trail easement (Northwest corner), the 20 ft wide water main easement (Southeast corner), and the conservancy easement*
- 3) Relabel the Storm Water Access Easement to Storm Water Management Access Easement*

Note The road dedication and the proposed easements (Watermain, Storm Water Management Access, Trail, and Conservancy) must be approved and accepted by the Common Council before recording the condo plat and easements

City Attorney comments (regarding condominium declaration and bylaws)

- 5 Below is the City standard form provision which goes in subdivisions re homeowners’ association, etc , so the terms re “Association” etc , would need to be changed to be applicable, developer can do the redraft when putting it in the Declaration, and the thought is also that it should/might as well go in the Bylaws Understand there are common areas, the maintenance enforcement provision only exists for that, and the review is only for that Thanks*

City proforma terms

__.) Enforcement of Maintenance Obligations by the City In the event that the Association, the Management Company, and/or any other person or entity then responsible to do so (collectively, the "Association"), fails to maintain the Common Property as required hereunder, the City of Franklin may serve written notice upon the Association and/or upon the Owner(s) of the Property subject to this Declaration, setting forth the manner in which the Association has failed to maintain the Common Property as required, and demanding that such deficiencies be remedied within thirty (30) days thereof. If the deficiencies set forth in the notice shall not be remedied as required, the City, in order to preserve taxable values in the area and to prevent the Common Property from becoming a public nuisance, may enter upon said Common Property to remedy and maintain same using its own employees or contracting with others, and taking such actions as is necessary in its sole discretion to correct the failure to maintain. Said entry and maintenance shall not vest in the public any rights to use the Common Property except in the event same is voluntarily dedicated to the public and accepted by the City pursuant to law. If the City shall determine that the Association is ready and able to maintain said Common Property as required hereunder, the City shall then cease to maintain said Common Property and give notice thereof to the Association and/or Property Owner(s). If the City shall determine that the Association is not ready or willing or able to maintain said Common Property as required hereunder, the City may, in its discretion, continue to maintain said Common Property. All costs associated with such maintenance and/or corrective action shall be levied as a special charge for current services against all properties, being all the Lots in the Subdivision, benefiting therefrom, according to their Percentage Interests in the Common Property, in accordance with §§ 66 0627 Special Charges for Current Services and Certain Loan Repayments and/or 66 0628 Fees Imposed by a Political Subdivision, of the Wisconsin Statutes as applicable, and applicable provisions of the Franklin Municipal Code, or as a City special assessment under §§ 66 0701 Special Assessments by Local Ordinance, and 66 0703 Special Assessments, Generally, of the Wisconsin Statutes as applicable, and applicable provisions of the Franklin Municipal Code, at the City's discretion. The performance of any such work shall not be deemed an act of dedication to the public, nor shall it constitute an assumption by the City of any duty to perform any other or further work. This paragraph may be amended only with the express consent of the City. Nothing contained herein nor any act or omission of the City of Franklin hereunder, shall be construed to create any obligation or liability on the part of the City of Franklin, its agents or designees, whatsoever.

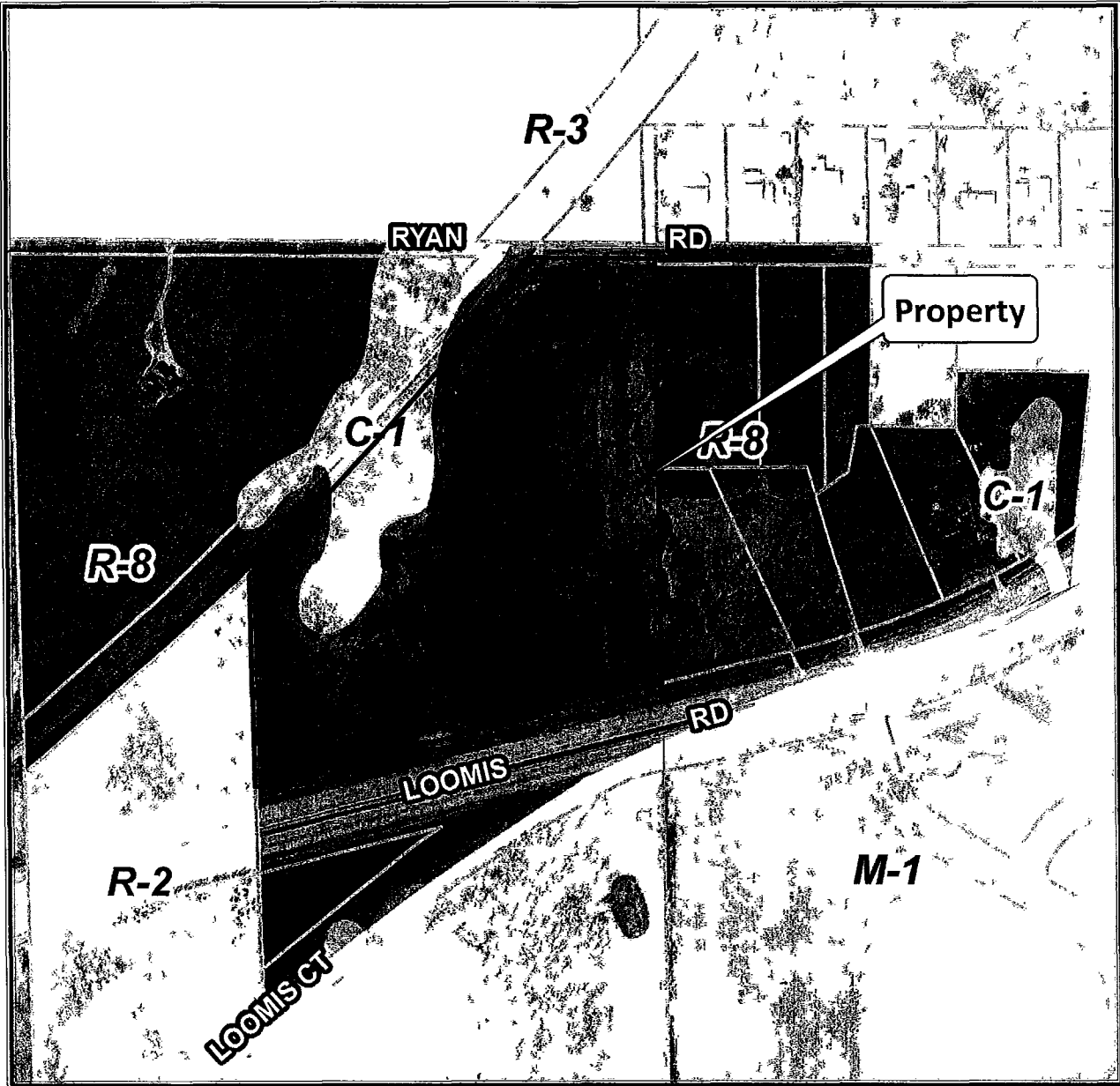
Inspection Services Department comments

6 *Inspection Services has no comments on the proposal at this time*

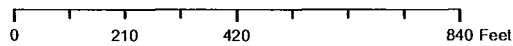
Police Department comments

7 *The PD has no comment regarding this request*

12000 W. Loomis Road
TKN: 891 901 000



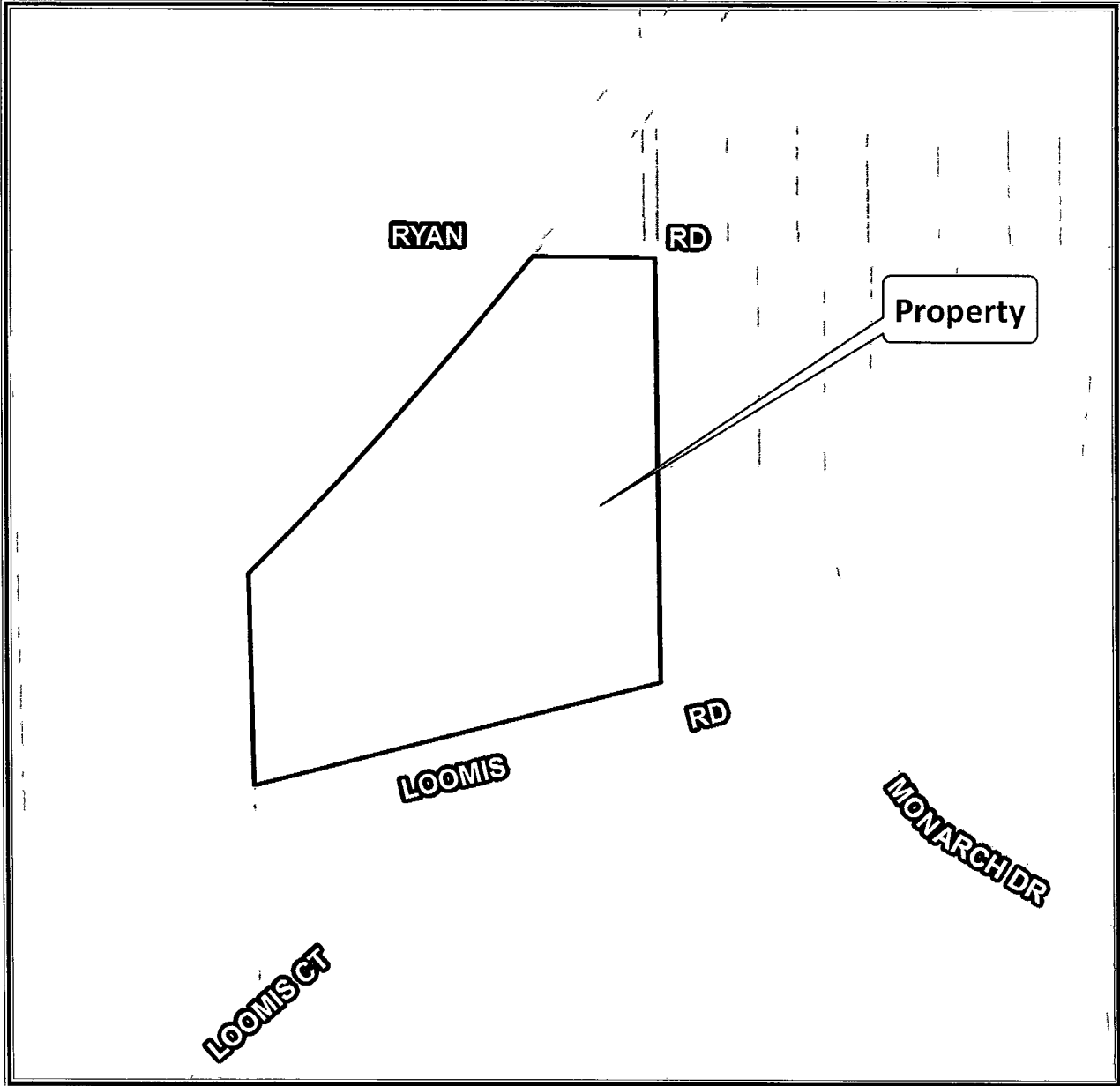
Planning Department
(414) 425-4024



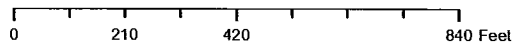
2021 Aerial Photo

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.

12000 W. Loomis Road
TKN: 891 901 000

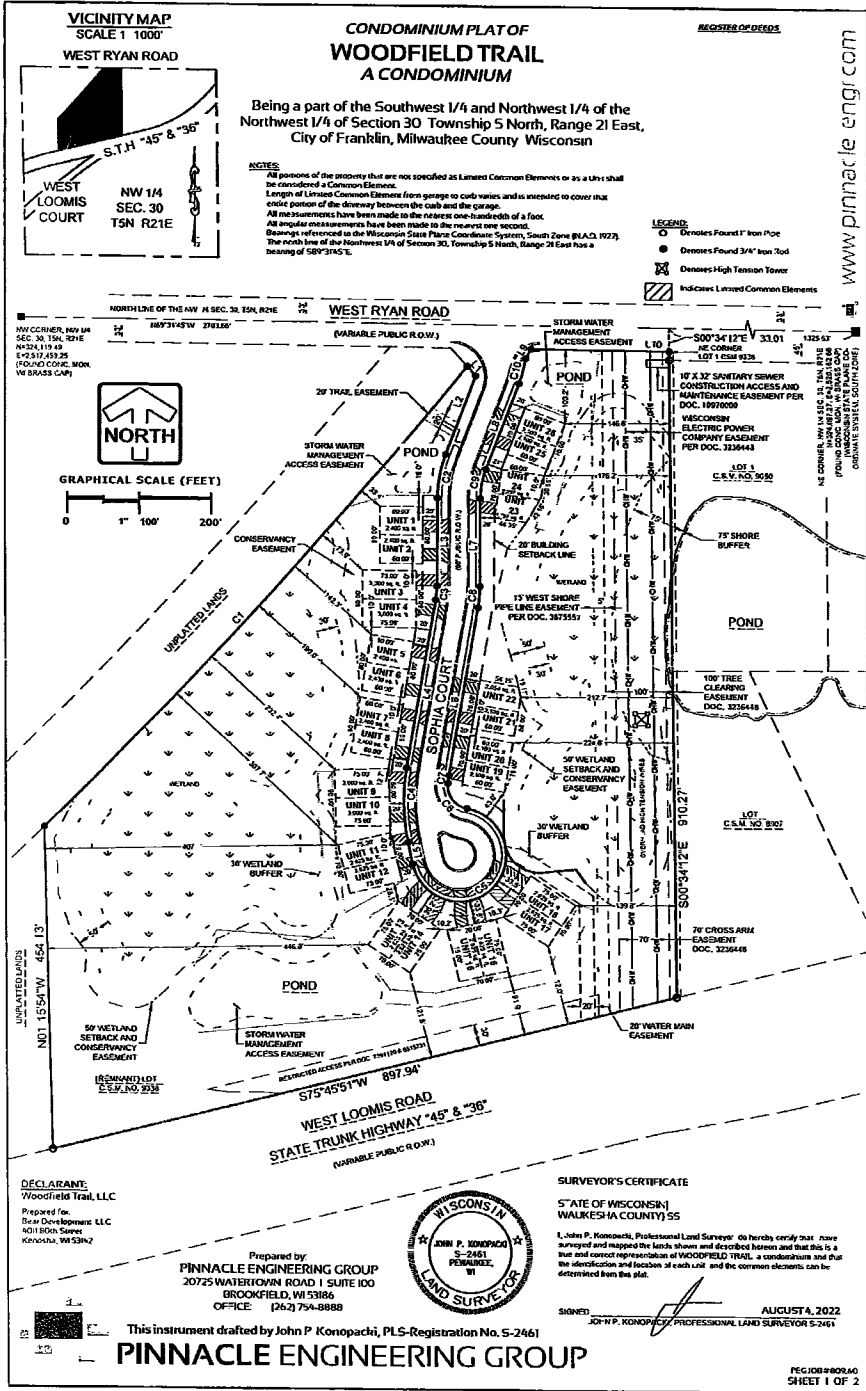


Planning Department
(414) 425-4024



2021 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.



Franklin
AUG 09 2022
City Development

Document Number	WOODFIELD TRAIL, A CONDOMINIUM DECLARATION OF CONDOMINIUM Document Title
-----------------	--

Return to
Bear Real Estate Group
4011 80th Street
Kenosha, WI 53142

See attached Exhibit A and C
Parcel Identification Number

**WOODFIELD TRAIL, A CONDOMINIUM
DECLARATION OF CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made by Boomtown, LLC (the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium from the ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is "Woodfield Trail, A Condominium."

2.02 Legal Description. The land comprising the Property (the "Land") is located in the City of Franklin, County of Milwaukee, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03 Address. The address of the Condominium is Woodfield Court, Franklin, Wisconsin.

ARTICLE III

DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium shall initially consist of thirteen (13) residential buildings ("Buildings") containing twenty-six (26) condominium units (hereinafter "Units"). A survey plan of the land and building envelopes is attached hereto as Exhibit "B" and incorporated herein by reference ("Condominium Plat"). The improvement and construction within each building envelope will be determined from time to time by the Declarant, subject to restrictions in this Declaration. After the Declarant has constructed the Building(s) within the Building envelope(s), the Declarant shall file an amendment to this Declaration of Condominium and an addendum to the Condominium Plat (as appropriate) showing the structure plans, location and other requirements set forth in the Act. The amendment and addendum shall be completed at the expense of the Declarant.

- Units 1 through 26, inclusive, as numbered on the Condominium Plat.

Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02 Boundaries of Units. A Unit shall include one or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress thereto and egress therefrom over and across limited common area and common area as hereinafter defined. The exterior boundaries of the cubicles shall be those areas as identified by the building envelope lines as shown on the Condominium Plat and having as its base a depth of no more than 12 feet into the ground surface to allow for basement and footing excavation and construction and a height as established by applicable ordinances, rules and laws.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Common Elements. The common elements (the "Common Elements") include the following:

- (a) The Land;
- (b) Any mechanical or utility mechanism that serves more than one (1) Unit;
- (c) Any other portion of the improvements to the Land that is not part of a Unit as described above; and

4.02 Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

- (a) All sidewalks, access ways, steps, stoops, decks, and patios attached to, leading directly to or from, or adjacent to each Unit; and
- (b) The driveway parking spaces situated immediately adjacent to the garage door for each Unit.

4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit (the "Percentage Interest") shall divided evenly between each Unit.

5.02 Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03 Voting. The vote of each Unit at meetings of the Association (as defined in Article VII) shall be equal to the Percentage Interest pertaining to such Unit.

5.04 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05 Limitations on Voting Rights No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid At the time of the voting.

ARTICLE VI

(RESERVED)

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Woodfield Trail Condominium Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

7.02 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.03 Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on

the board of directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 6.02.

7.04 Maintenance and Repairs.

(a) **Common Elements.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all driveways, parking areas; and the maintenance, repair, and replacement of all outdoor amenities.

(b) **Units.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) **Damage Caused by Unit Owners.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or

responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

7.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.06 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed equally to each Unit irrespective of their percentage interests in the Common Elements, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses.

7.07 Intentionally omitted.

7.08 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.09 Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

7.10 Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.11 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01 Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not

impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's percentage interest in the Common Elements shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01 above.

8.02 Separation, Merger and Boundary Relocation.

Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation or merger shall pay for the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any boundary relocation, unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the percentage interests in the Common Elements shall be reallocated as follows:

(A) In the case of a boundary relocation, the percentage interests that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the percentage interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined in the same manner.

(B) In the case of a Unit separation, the percentage interests appurtenant to each resulting Unit (the "Resulting Unit") shall be determined as follows: for each Resulting Unit, the percentage interest in the original Unit from which the

Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be determined in the same manner.

(C) In the case of the merger of two or more Units, the percentage interests appurtenant to the resulting Unit shall be the combined percentages of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(D) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

8.03 Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) maintaining his or her personal professional library in his or her Unit;
- (b) keeping his or her personal business or professional records or accounts in his or her Unit;
- (c) handling his or her personal or business records or accounts in his or her Unit; or
- (d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.03 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

8.04 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist.

No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.05 Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that

- (a) The term of any such lease shall not be less than four (4) months;
- (b) The Unit Owner has advised the Association of the name of the Lessee and has provided the Association with a copy of a written lease of the Unit;
- (c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and
- (d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 8.05 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.06 Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

8.07 Garbage and Refuse Disposal. The Unit Owner shall provide for proper disposal of rubbish, trash, garbage or waste and shall not allow any garbage containers to be located within the common area or limited common area.

8.08 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

8.09 Pets. Pets are permitted in accordance with the current applicable Rules and Regulations.

8.10 Landscaping. Unit Owners may plant decorative plants, vegetables, and shrubbery outside of their Unit subject to prior written consent of the Association and/or consistent with the rules and regulations adopted by the Association from time to time.

ARTICLE IX

INSURANCE

9.01 Fire and Extended Loss Insurance. The board of directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02 Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03 Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty

percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

9.04 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.05 Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE X

RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to \$10,000.00 times the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

10.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03 Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.06.

10.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

10.07 Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE XI

CONDEMNATION

11.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

11.02 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

11.03 Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances

11.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

11.06 Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements.

11.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

ARTICLE XII

MORTGAGEES

12.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

- (a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations.

(c) Any physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars (\$20,000).

12.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

12.03 Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

12.04 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Furthermore, this Declaration can be amended with the consent of less than the number of Unit Owners and mortgagees required above as follows:

(a) Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions;

(b) This Declaration and the Condominium Plat can also be amended pursuant to the provisions of this Declaration to provide for relocation of boundaries between adjacent Units, to provide for Unit separation, or to provide for merger of Units;

(c) This Declaration can be amended pursuant to Section 703.09 (4) of the Wisconsin Statutes.

ARTICLE XIV

REMEDIES

14.01 Association. The Association, subject to Section 14.02, shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Franklin or the County of Milwaukee to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

14.02 City Requirements. Enforcement of Maintenance Obligations by the City. In the event that the Association, the Management Company, and/or any other person or entity then responsible to do so (collectively, the "Association"), fails to maintain the Common Elements as required hereunder, the City of Franklin (the "City") may serve written notice upon the Association and/or upon the Owner(s) of the Property subject to this Declaration, setting forth the manner in which the Association has failed to maintain the Common Elements as required, and demanding

that such deficiencies be remedied within thirty (30) days thereof. If the deficiencies set forth in the notice shall not be remedied as required, the City, in order to preserve taxable values in the area and to prevent the Common Elements from becoming a public nuisance, may enter upon said Common Elements to remedy and maintain same using its own employees or contracting with others, and taking such actions as is necessary in its sole discretion to correct the failure to maintain. Said entry and maintenance shall not vest in the public any rights to use the Common Elements except in the event same is voluntarily dedicated to the public and accepted by the City pursuant to law. If the City shall determine that the Association is ready and able to maintain said Common Elements as required hereunder, the City shall then cease to maintain said Common Elements and give notice thereof to the Association and/or Unit Owner(s). If the City shall determine that the Association is not ready or willing or able to maintain said Common Elements as required hereunder, the City may, in its discretion, continue to maintain said Common Elements. All costs associated with such maintenance and/or corrective action shall be levied as a special charge for current services against all properties, being all the Lots in the Subdivision, benefiting therefrom, according to their Percentage Interests in the Common Elements, in accordance with §§ 66.0627 Special Charges for Current Services and Certain Loan Repayments and/or 66.0628 Fees Imposed by a Political Subdivision, of the Wisconsin Statutes as applicable, and applicable provisions of the Franklin Municipal Code, or as a City special assessment under §§ 66.0701 Special Assessments by Local Ordinance, and 66.0703 Special Assessments, Generally, of the Wisconsin Statutes as applicable, and applicable provisions of the Franklin Municipal Code, at the City's discretion. The performance of any such work shall not be deemed an act of dedication to the public, nor shall it constitute an assumption by the City of any duty to perform any other or further work. This paragraph may be amended only with the express consent of the City. Nothing contained herein nor any act or omission of the City of Franklin hereunder, shall be construed to create any obligation or liability on the part of the City of Franklin, its agents or designees, whatsoever.

ARTICLE XV

GENERAL

15.01 Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the City of Franklin and County of Milwaukee or public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in

Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

15.03 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

15.05 Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Condominium.

15.06 Disclosure Regarding Construction. Declarant discloses that until and after the Declarant has sold all of the Units owned by the Declarant, there will be construction activity in connection with the construction and build-out of the Units which may lead to noise, construction traffic, dust and other conditions incident to construction.

15.07 Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Bear Property Management, Inc., a Wisconsin corporation, 4015 80th Street, Kenosha, Wisconsin 53142. The resident agent may be changed by the Association in any manner permitted by law.

15.08 Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

15.09 Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

[signature page follows]

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this _____ day of _____, 2022.

Boomtown, LLC

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)
COUNTY OF _____) ss.

Personally came before me this _____ day of _____, 2022, _____ of Boomtown, LLC who acknowledged the foregoing document for the purposes recited therein on behalf of said Boomtown, LLC.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This Instrument Drafted By:

Bear Real Estate Group
John E. Hotvedt, VP-General Counsel
4011 80th Street
Kenosha, WI 53142

EXHIBIT A

Legal Description

PARCEL 1: A part of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East in the City of Franklin, County of Milwaukee, State of Wisconsin bounded and described as follows: Beginning at the 1/8 post of the North line of said Northwest 1/4 which post is 1325.63 feet West of the Northeast corner of said Northwest 1/4, thence West on and along said North line of said Northwest 1/4 223.1 feet to the point in the right of way of the Milwaukee Electric Railway and Light Company, thence on and along the line of said right of way 260.01 feet to a point on the arc of the curve of said right of way, said curve being to the convex Southeasterly center radius of 7877.6 feet and said point in said arc being on the long chord 260 feet and South 39°21' West from the intersection of said line of said right of way and the North line of said Northwest 1/4, South 0°1 7' East 1094.52 feet to a point in the centerline of the Loomis Road, thence Northeasterly on a 2° curve along said center line 463.83 feet to a point, said point being on the long chord of 463.52 feet and North 59°29' East from the first mentioned point on the center line of the Loomis Road, thence North 0°47' West 1055.3 feet to the place of beginning. The 24.75 feet along the North line of said Northwest 1/4 being excepted therefrom and 45 feet perpendicular to the center line of the Loomis Road being excepted therefrom further excepting therefrom that part hereof described in Deed recorded as Document 7391120.

Tax Key No: 891-9993-000

PARCEL 2: That part of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East bounded and described as follows: Commencing at a point on the North line of said 1/4 Section 231.00 feet West of the North 1/8 section corner, said point being on the Southeasterly line of the Wisconsin Electric Power Company right of way, thence South 39°19' West along said right of way line, 258.72 feet to the point of beginning of the land to be described; thence South and parallel to the North and South 1/8 Section line, 1033.46 feet to a point; thence South 56° West 129.36 feet to a point; thence South 51°27' West 433.40 feet more or less to the East line of the parcel conveyed to Stanley J. Szymanski and Frances Szymanski by Deed recorded as Document 2397243; thence North 0°59' West along the East line of said Szymanski parcel and parallel to the West line said 1/4 Section, 882.40 feet more or less to the Southeasterly line of the Wisconsin Electric Power Company right of way; thence North 45°29' East along said right of way line, 142.46 feet more or less to a point; thence North 42°50' East along said right of way line, 396.00 feet to a point; thence North 42°00' East along said right of way line, 137.28 feet to the point of beginning, excepting therefrom that part thereof described in Deed recorded as Document 7391120, said lands being in the City of Franklin, County of Milwaukee, State of Wisconsin.

Tax Key Nos: 891-9996-000 and 891-9997-000

EXHIBIT B

CONDOMINIUM PLAT

(attached hereto)

**BYLAWS OF
WOODFILED TRAIL CONDOMINIUM ASSOCIATION, INC.**

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**BYLAWS OF
WOODFIELD TRAIL CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I

NAME AND ADDRESS

1.01 Name; Purpose. The name of the corporation shall be Woodfield Trail Condominium Association, Inc. (the "Association"). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

1.02 Address. The principal office of the Association shall be located at 4015 80th Street, Kenosha, Wisconsin 53142. This address shall also be the mailing address of the Association.

1.03 Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

1.04 Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Woodfield Trail, a condominium, executed by Boomtown, LLC (the "Declarant") and recorded in the office of the Milwaukee County Register of Deeds (the "Declaration").

ARTICLE II

MEMBERSHIP

2.01 Membership. The membership of the Association shall at all times consist exclusively of all of the Unit Owners of the Condominium. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.02 Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest

passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.03 Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw or be expelled from membership in the Association.

2.04 Membership Certificates. Membership certificates shall not be issued.

2.05 Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all of the votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.06 Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07 Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08 Quorum. Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.09 Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of incorporation of the Association (the "Articles"), Wisconsin

Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.10 Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11 Voting Designations of Multiple Unit Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all of the votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association prior to the casting of such vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

2.12 Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE III

MEETINGS OF MEMBERS

3.01 Place. All meetings of the Unit Owners shall be held at a place in Milwaukee County, Wisconsin, that shall be stated in the notice of the meeting.

3.02 Annual Meetings. The first annual meeting of the Unit Owners shall be held on the second Monday of the first December after the Declarant has ceased to control the Association as provided in Section 7.02 of the Declaration. Thereafter, regular annual meetings of the Unit Owners shall be held on the second Monday of December of each succeeding year.

3.03 Special Meetings. Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners

holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04 Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.05 Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

3.06 Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.07 Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order.
- (b) Calling the roll of Unit Owners and certifying the proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees (if appropriate).
- (g) Election of directors (if appropriate).
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

3.08 Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

3.09 Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit

Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS

4.01 Number and Membership in Association. The affairs of the Association shall be managed initially by a board of directors (the "Board of Directors") composed of three directors selected by the Declarant. At such time as the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the number of directors on the Board of Directors shall be increased to four (4). At such time as the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the number of directors on the Board of Directors shall be decreased to three (3). No more than one director at any given time may be a person who is not also a Unit Owner; provided, however, that during the period of Declarant control as provided in Section 7.02 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

4.02 Term of Office. The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers. Prior to the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining three directors. Such Board of Directors shall take office upon the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers and shall serve until the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers. Prior to the conveyance of fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining two directors. Such Board of Directors shall take office upon the conveyance of fifty percent (50%) of the percentage interest in the Common Elements as

determined under Section 7.03 of the Declaration to purchasers and shall serve until the next election upon expiration of the period of Declarant control as provided in Section 7.02 of the Declaration. Not later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.02. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.03 Election of Directors. One (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.04 Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

4.05 Removal. Prior to the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to remove a director from

the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.06 Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.01 Regular Meetings. Until the expiration of Declarant control as described in Section 7.02 of the Declaration, the regular meeting of the Board of Directors shall be held annually on the second Monday of December at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02 Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03 Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04 Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.05 Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;

- (h) New business; and
- (i) Adjournment.

5.06 Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01 Powers and Duties. All of the powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Elements;
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;
- (f) Sue on behalf of all Unit Owners;
- (g) Make contracts and incur liabilities;
- (h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;
- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;

(j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all of the books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.02 Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of

Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.01 Officers. The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners, provided, however, that during the period of Declarant control as provided in Section 7.02 of the Declaration, any person named by the Declarant to the Board of Directors or as an officer shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.02 Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.03 Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05 Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.07 Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) *President.* The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the

Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) *Vice President.* The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as maybe required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.08 Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09 Fidelity Bonds. The Board of Directors may require that any officers, agents, or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII

BOOKS AND RECORDS

8.01 Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

8.02 Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall

retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE IX

BUDGET, ASSESSMENT, AND ANNUAL REPORT

9.01 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

9.02 Budget. Throughout the period of Declarant control as described in Section 7.02 of the Declaration, the Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors prior to the first sale of a Unit by the Declarant. After the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, the Unit Owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year.

1. The reserve funds then in the reserve account;
2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;
3. The estimated remaining useful life of the Common Elements; and
4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

9.03 Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit as determined under Section 5.01 of the Declaration. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

9.04 Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the

Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

9.05 Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is Less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

9.06 Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list prior to the third Thursday in February.

9.07 Intentionally omitted.

ARTICLE X

USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

ARTICLE XI

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

11.01 Association. It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged

offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

11.02 City Requirements. Enforcement of Maintenance Obligations by the City. In the event that the Association, the Management Company, and/or any other person or entity then responsible to do so (collectively, the "Association"), fails to maintain the Common Elements as required hereunder, the City of Franklin (the "City") may serve written notice upon the Association and/or upon the Owner(s) of the Property subject to this Declaration, setting forth the manner in which the Association has failed to maintain the Common Elements as required, and demanding that such deficiencies be remedied within thirty (30) days thereof. If the deficiencies set forth in the notice shall not be remedied as required, the City, in order to preserve taxable values in the area and to prevent the Common Elements from becoming a public nuisance, may enter upon said Common Elements to remedy and maintain same using its own employees or contracting with others, and taking such actions as is necessary in its sole discretion to correct the failure to maintain. Said entry and maintenance shall not vest in the public any rights to use the Common Elements except in the event same is voluntarily dedicated to the public and accepted by the City pursuant to law. If the City shall determine that the Association is ready and able to maintain said Common Elements as required hereunder, the City shall then cease to maintain said Common Elements and give notice thereof to the Association and/or Unit Owner(s). If the City shall determine that the Association is not ready or willing or able to maintain said Common Elements as required hereunder, the City may, in its discretion, continue to maintain said Common Elements. All costs associated with such maintenance and/or corrective action shall be levied as a special charge for current services against all properties, being all the Lots in the Subdivision, benefiting therefrom, according to their Percentage Interests in the Common Elements, in accordance with §§ 66.0627 Special Charges for Current Services and Certain Loan Repayments and/or 66.0628 Fees Imposed by a Political Subdivision, of the Wisconsin Statutes as applicable, and applicable provisions of the Franklin Municipal Code, or as a City special assessment under §§ 66.0701 Special Assessments by Local Ordinance, and 66.0703 Special Assessments, Generally, of the Wisconsin Statutes as applicable, and applicable provisions of the Franklin Municipal Code, at the City's discretion. The performance of any such work shall not be deemed an act of dedication to the public, nor shall it constitute an assumption by the City of any duty to perform any other or further work. This paragraph may be amended only with the express consent of the City. Nothing contained herein nor any act or omission of the City of Franklin hereunder, shall be construed to create any obligation or liability on the part of the City of Franklin, its agents or designees, whatsoever.

ARTICLE XII

LIABILITY AND INDEMNITY

12.01 General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) 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, limited liability company, joint venture, trust, or other enterprise, (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan, or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means 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 (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.02 Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he

or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted 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 had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.03 Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 13.03(a) 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 same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification

hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

12.04 Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her 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 12.03 that indemnification under Section 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.05 Partial Indemnification.

(a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.06 Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

12.07 Limited Liability of Directors and Officers.

(a) Except as provided in subsection 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer,

unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).

(b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Wisconsin Statutes Sections 13.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

12.08 Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.09 Nonexclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights 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 or she owes to the Association which constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10 Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have

the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11 Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12 Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

ARTICLE XIII

GENERAL PROVISIONS

13.01 Seal. The Association shall not have a corporate seal.

13.02 Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

13.03 Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV

AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners; provided, however, as long as the Declarant owns any Unit, no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

WEST RYAN ROAD



119.38'
S89°31'45"E NE CORNER
LOT 1 - CSM 9338

**CONSERVATION
EASEMENT**
170,223 SQ. FT.
3.9078 ACRES

**CONSERVATION
EASEMENT**
209,723 SQ. FT.
4.8146 ACRES

SOPHIA COURT

LOT 1
C.S.M. NO. 9338
TAX KEY
#8919011000

N01°15'54"W 454.13'

S75°45'51"W 326.45'

SW CORNER
LOT 1 - CSM 9338

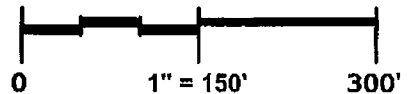
191.92'
N00°34'39"W

S75°45'51"W
128.88'

S00°34'12"E 910.27'

WEST LOOMIS ROAD
STATE TRUNK HIGHWAY "45" & "36"

GRAPHICAL SCALE (FEET)



EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

SHEET 1 OF 3

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08/04/2022

PLAN | DESIGN | DELIVER

PEG JOB#809.60

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	64.36'	50 00'	N59°08'08"W	60.01'
C2	19.20'	49 97'	N11°35'05"E	19.08'
C3	18.77'	50.00'	N33°20'22"E	18.66'
C4	17.33'	50.00'	N24°35'45"E	17.24'
C5	880.75'	7877.60'	N42°00'54"E	880.29'
C6	16.74'	50 00'	S13°16'53"W	16.66'
C7	32.50'	50 00'	S18°36'45"E	31.93'
C8	24.73'	50.28'	S14°08'07"W	24.48'
C9	91.20'	50.00'	S34°32'57"W	79.07'
C10	52.97'	51.96'	N63°46'47"W	50.70'
C11	68.79'	86.36'	S49°37'28"W	66.98'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N35°42'27"W	23.24'
L2	S83°59'13"W	46.04'
L3	N10°50'09"W	19.80'
L4	N00°35'11"E	51.04'
L5	N22°34'59"E	58.56'
L6	N44°05'46"E	24 22'
L7	S57°18'58"E	28 28'
L8	N12°51'48"W	66 29'
L9	N15°23'30"W	69.84'
L10	N03°19'10"W	48 04'
L11	N12°33'35"E	54 45'
L12	N35°38'38"E	53.76'
L13	N28°59'19"E	51 50'
L14	N32°40'32"E	40 16'
L15	N14°40'02"E	36 71'
L16	N34°31'29"E	23 90'
L17	N00°34'39"W	88 17'
L18	S42°02'04"E	6.63'
L19	S36°12'06"W	39 00'
L20	S39°56'38"W	112 12'
L21	S43°59'09"W	33 12'
L22	S22°37'33"W	43 39'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L23	S01°47'29"W	60.88'
L24	S27°40'22"W	86 21'
L25	S14°48'49"E	62.45'
L26	S05°06'29"E	58 60'
L27	S03°41'24"W	52 96'
L28	S22°52'21"W	54.45'
L29	S34°20'31"W	55 86'
L30	S37°13'57"E	27.58'
L31	S00°00'26"W	42 76'
L32	S17°42'14"E	20.28'
L33	S86°48'08"W	9.59'
L34	S70°32'05"E	13 75'
L35	S63°42'52"W	54.42'
L36	S46°10'41"W	19 08'
L37	S25°13'29"W	54.39'
L38	S07°53'41"W	31 74'
L39	S15°51'12"E	37 22'
L40	S36°13'06"E	34 09'
L41	S68°31'25"E	33 15'
L42	S83°16'15"E	41.21'
L43	N89°04'11"E	46.68'
L44	S84°15'09"E	26 50'



LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 9338, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11148158, in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Beginning at the northeast corner of Lot 1 of said Certified Survey Map No. 9338; thence South $00^{\circ}34'12''$ East along the east line of said Lot 1, 910.27 feet to the south line of said Lot 1, thence South $75^{\circ}45'51''$ West along said south line, 128.88 feet; thence North $00^{\circ}34'39''$ West, 191.92 feet; thence North $35^{\circ}42'27''$ West, 23.24 feet, thence South $83^{\circ}59'13''$ West, 46.04 feet to a point on a curve; thence northwesterly 64.36 feet along the arc of said curve to the right whose radius is 50.00 feet and whose chord bears North $59^{\circ}08'08''$ West, 60.01 feet; thence North $10^{\circ}50'09''$ West, 19.80 feet; thence North $00^{\circ}35'11''$ East, 51.04 feet to a point on a curve; thence northeasterly 19.20 feet along the arc of said curve to the right, whose radius is 49.97 feet and whose chord bears North $11^{\circ}35'05''$ East, 19.08 feet; thence North $22^{\circ}34'59''$ East, 58.56 feet to a point on a curve; thence northeasterly 18.77 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears North $33^{\circ}20'22''$ East, 18.66 feet; thence North $44^{\circ}05'46''$ East, 24.22 feet; thence South $57^{\circ}18'58''$ East, 28.28 feet; thence North $12^{\circ}51'48''$ West, 66.29 feet; thence North $15^{\circ}23'30''$ West, 69.84 feet; thence North $03^{\circ}19'10''$ West, 48.04 feet; thence North $12^{\circ}33'35''$ East, 54.45 feet; thence North $35^{\circ}38'38''$ East, 53.76 feet; thence North $28^{\circ}59'19''$ East, 51.50 feet; thence North $32^{\circ}40'32''$ East, 40.16 feet; thence North $14^{\circ}40'02''$ East, 36.71 feet to a point on a curve; thence northeasterly 17.33 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears North $24^{\circ}35'45''$ East, 17.24 feet; thence; thence North $34^{\circ}31'29''$ East, 23.90 feet; thence North $00^{\circ}34'39''$ West, 88.17 feet to the north line of said Lot 1; thence South $89^{\circ}31'45''$ East along said north line, 119.38 feet to the Point of Beginning.

ALSO

Beginning at the southwest corner of said Lot 1; thence North $01^{\circ}15'54''$ West along the west line of said Lot 1, 454.13 feet to the northwesterly line of said Lot 1 and a point on a curve; thence northeasterly 880.75 feet along the arc of said curve to the left and said northwesterly line of Lot 1, whose radius is 7877.60 feet and whose chord bears North $42^{\circ}00'54''$ East, 880.29 feet; thence South $42^{\circ}02'04''$ East, 6.63 feet; thence South $36^{\circ}12'06''$ West, 39.00 feet; thence South $39^{\circ}56'38''$ West, 112.12 feet; thence South $43^{\circ}59'09''$ West, 33.12 feet; thence South $22^{\circ}37'33''$ West, 43.39 feet; thence South $01^{\circ}47'29''$ West, 60.88 feet; thence South $27^{\circ}40'22''$ West, 86.21 feet; thence South $14^{\circ}48'49''$ East, 62.45 feet; thence South $05^{\circ}06'29''$ East, 58.60 feet; thence South $03^{\circ}41'24''$ West, 52.96 feet to a point on a curve; thence southwesterly 16.74 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South $13^{\circ}16'53''$ West, 16.66 feet; thence South $22^{\circ}52'21''$ West, 54.45 feet; thence South $34^{\circ}20'31''$ West, 55.86 feet; thence South $37^{\circ}13'57''$ East, 27.58 feet to a point on a curve; thence southeasterly 32.50 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South $18^{\circ}36'45''$ East, 31.93 feet; thence South $00^{\circ}00'26''$ West, 42.76 feet to a point on a curve; thence southwesterly 24.73 feet along the arc of said curve to the right, whose radius is 50.28 feet and whose chord bears South $14^{\circ}08'07''$ West, 24.48 feet; thence South $17^{\circ}42'14''$ East, 20.28 feet to a point on a curve; thence southwesterly 91.20 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South $34^{\circ}32'57''$ West, 79.07 feet; thence South $86^{\circ}48'08''$ West, 9.59 feet to a point on a curve; thence northwesterly 52.97 feet along the arc of said curve to the right, whose radius is 51.96 feet and whose chord bears North $63^{\circ}46'47''$ West, 50.70 feet; thence South $70^{\circ}32'05''$ East, 13.75 feet; thence South $63^{\circ}42'52''$ West, 54.42 feet to a point on a curve; thence southwesterly 68.79 feet along the arc of said curve to the right, whose radius is 86.36 feet and whose chord bears South $49^{\circ}37'28''$ West, 66.98 feet; thence South $46^{\circ}10'41''$ West, 19.08 feet; thence South $25^{\circ}13'29''$ West, 54.39 feet; thence South $07^{\circ}53'41''$ West, 31.74 feet, thence South $15^{\circ}51'12''$ East, 37.22 feet; thence South $36^{\circ}13'06''$ East, 34.09 feet; thence South $68^{\circ}31'25''$ East, 33.15 feet; thence South $83^{\circ}16'15''$ East, 41.21 feet; thence North $89^{\circ}04'11''$ East, 46.68 feet; thence South $84^{\circ}15'09''$ East, 26.50 feet to the south line of said Lot 1; thence South $75^{\circ}45'51''$ West along said south line, 326.45 feet to the Point of Beginning.



EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

SHEET 3 OF 3

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08/04/2022

PLAN | DESIGN | DELIVER

PEG JOB#809.60

WEST RYAN ROAD



SOPHIA COURT

LOT 1
C.S.M. NO. 9338
TAX KEY
#8919011000

**LANDSCAPE
BUFFERYARD
EASEMENT**
15,359 SQ. FT.
0.3526 ACRES

S00°34'39"E
30.87'

N75°45'51"E 563.32'

S75°45'51"W 459.07'

112.42'
S75°45'51"W
SE CORNER
LOT 1 - CSM 9338

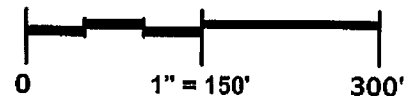
P.O.B. 1

N83°16'15"W 28.51'
S89°04'11"W 46.68'
N84°15'09"W 26.50'

WEST LOOMIS ROAD

STATE TRUNK HIGHWAY "45" & "36"

GRAPHICAL SCALE (FEET)



LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No 9338, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11148158, in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows.

Commencing at the southeast corner of Lot 1 of said Certified Survey Map No. 9338; thence South 75°45'51" West along the south line of said Lot 1, 112.42 feet to the Point of Beginning;

Thence continuing South 75°45'51" West along said south line, 459.07 feet; thence North 84°15'09" West, 26.50 feet; thence South 89°04'11" West, 46.68 feet; thence North 83°16'15" West, 28.51 feet; thence North 75°45'51" East, 563.32 feet; thence South 00°34'39" East, 30.87 feet to the Point of Beginning.

The above said Landscape Bufferyard Easement to supercede the Landscape Bufferyard Easement shown on Certified Survey Map No 9338 recorded August 6, 2021 as Document No. 11148158.



WEST RYAN ROAD

S89°31'45"E 43.14'

1587.03'

NORTH LINE OF THE NW 1/4 SEC. 30, T5N, R21E N89°31'45"W 2703.66'

S00°28'15"W
33.00'

P.O.B.

L=32.22'
RADIUS=7877.60'
S38°41'42"W
CHORD=32.22'

**DEDICATED FOR PUBLIC
ROAD PURPOSES
SOPHIA COURT**
546 SQ. FT.
0.0125 ACRES

NE CORNER, NW 1/4 SEC. 30, T5N, R21E
N=324,097.27; E=2,520,162.66
(FOUND CONC. MON. W/BRASS CAP)
(WISCONSIN STATE PLANE CO-
ORDINATE SYSTEM, SOUTH ZONE)

TAX KEY
#8918004000
OWNER,
MILLS HOTEL
WYOMING LLC

LOT 1
C.S.M. NO 8050

TAX KEY
#8919001000
OWNER, LOPEZ

LOT 1
C.S.M. NO 8807

LOT 1
C.S.M. NO 9338

TAX KEY
#8919011000

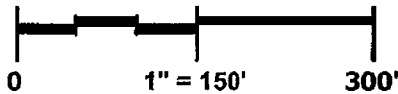
N42°02'04"W 34.34'

UNPLATTED LANDS
TAX KEY # 8919993000

OWNER: WI ELECTRIC
POWER COMPANY

NW CORNER, NW 1/4
SEC. 30, T5N, R21E
N=324,119.49
E=2,517,459.25
(FOUND CONC. MON
W/BRASS CAP)

GRAPHICAL SCALE (FEET)



TAX KEY #8919998002
UNPLATTED LANDS
OWNER, STATE OF
WISCONSIN DEPARTMENT
OF TRANSPORTATION

WEST LOOMIS ROAD
STATE TRUNK HIGHWAY "45" & "36"

EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

SHEET 1 OF 2

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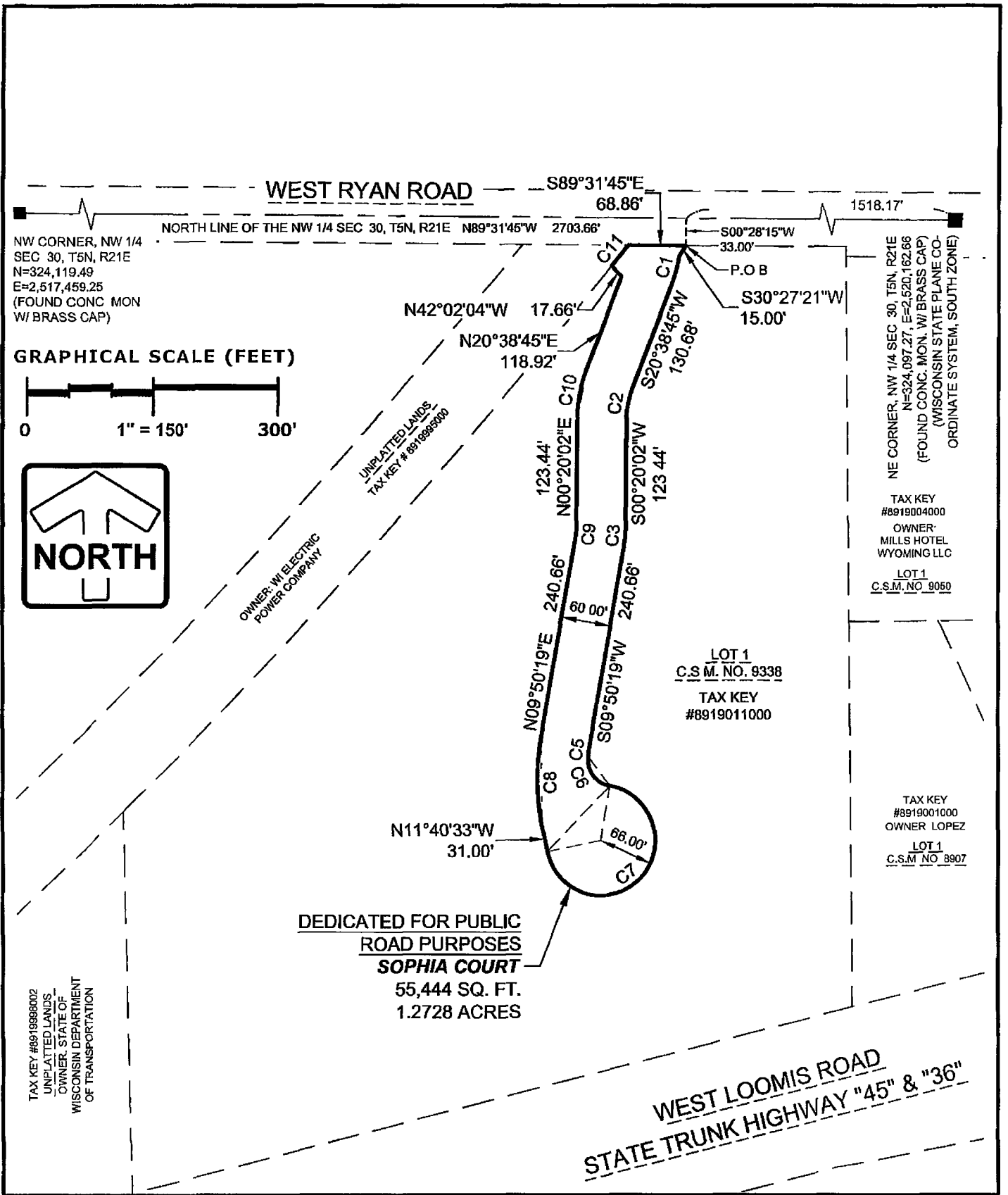
LEGAL DESCRIPTION:

Being a part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northeast corner of the Northwest 1/4 of said Section 30; thence North 89°31'45" West along the north line of said Northwest 1/4, 1587.03 feet; thence South 00°28'15" West, 33.00 feet to the south right of way line of West Ryan Road and the Point of Beginning;

Thence southwesterly 32.22 feet along the arc of a curve to the right and the west line of Certified Survey Map No. 9338, whose radius is 7877.60 feet and whose chord bears South 38°41'42" West, 32.22 feet; thence North 42°02'04" West, 34.34 feet to the aforesaid south right of way line; thence South 89°31'45" East along said south right of way line, 43.14 feet to the Point of Beginning.





EXHIBIT

SHEET 1 OF 2

08/04/2022

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

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PEG JOB#809.60

LEGAL DESCRIPTION:

That part of Lot 1 of Certified Survey Map No. 9338, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11148158, in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northeast corner of the Northwest 1/4 of said Section 30; thence North 89°31'45" West along the north line of said Northwest 1/4, 1518.17 feet; thence South 00°28'15" West, 33.00 feet to the south right of way line of West Ryan Road and the Point of Beginning;

Thence South 30°27'21" West, 15.00 feet to a point on a curve; thence southwesterly 36.20 feet along the arc of said curve to the right, whose radius is 180.00 feet and whose chord bears South 14°53'05" West, 36.14 feet; thence South 20°38'45" West, 130.68 feet to a point of curvature; thence southwesterly 42.54 feet along the arc of said curve to the left, whose radius is 120.00 feet and whose chord bears South 10°29'23" West, 42.32 feet; thence South 00°20'02" West, 123.44 feet to a point of curvature; thence southwesterly 29.86 feet along the arc of said curve to the right, whose radius is 180.00 feet and whose chord bears South 05°05'10" West, 29.83 feet; thence South 09°50'19" West, 240.66 feet to a point of curvature; thence southwesterly 10.91 feet along the arc of said curve to the left, whose radius is 220.00 feet and whose chord bears South 08°25'02" West, 10.91 feet to a point of compound curve; thence southeasterly 48.69 feet along the arc of said compound curve to the left, whose radius is 32.00 feet and whose chord bears South 36°35'49" East, 44.13 feet to a point of reverse curve; thence southwesterly 286.27 feet along the arc of said curve to the right, whose radius is 66.00 feet and whose chord bears South 44°04'02" West, 109.10 feet; thence North 11°40'33" West, 31.00 feet to a point of curvature; thence northwesterly 105.14 feet along the arc of said curve to the right, whose radius is 280.00 feet and whose chord bears North 00°55'07" West, 104.52 feet; thence North 09°50'19" East, 240.66 feet to a point of curvature; thence northeasterly 19.91 feet along the arc of said curve to the left, whose radius is 120.00 feet and whose chord bears North 05°05'10" East, 19.88 feet; thence North 00°20'02" East, 123.44 feet to a point of curvature; thence northeasterly 63.81 feet along the arc of said curve to the right, whose radius is 180.00 feet and whose chord bears North 10°29'23" East, 63.48 feet; thence North 20°38'45" East, 118.92 feet; thence North 42°02'04" West, 17.66 feet to the westerly line of said Lot 1 and a point on a curve; thence northeasterly 32.22 feet along the arc of said curve to the left, whose radius is 7877.60 feet and whose chord bears North 38°41'42" East, 32.22 feet to the aforesaid south right of way line of West Ryan Road; thence South 89°31'45" East along said right of way line, 68.86 feet to the Point of Beginning

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	36.20'	180.00'	011°31'20"	S14°53'05"W	36.14'	S20°38'45"W	S09°07'25"W
C2	42.54'	120.00'	020°18'43"	S10°29'23"W	42.32'	S00°20'02"W	S20°38'45"W
C3	29.86'	180.00'	009°30'17"	S05°05'10"W	29.83'	S09°50'19"W	S00°20'02"W
C5	10.91'	220.00'	002°50'33"	S08°25'02"W	10.91'	S06°59'45"W	S09°50'19"W
C6	48.69'	32.00'	087°11'09"	S36°35'49"E	44.13'	S80°11'24"E	S06°59'45"W
C7	286.27'	66.00'	248°30'50"	S44°04'02"W	109.10'	N11°40'33"W	S80°11'24"E
C8	105.14'	280.00'	021°30'52"	N00°55'07"W	104.52'	N09°50'19"E	N11°40'33"W
C9	19.91'	120.00'	009°30'17"	N05°05'10"E	19.88'	N00°20'02"E	N09°50'19"E
C10	63.81'	180.00'	020°18'43"	N10°29'23"E	63.48'	N20°38'45"E	N00°20'02"E
C11	32.22'	7877.60'	000°14'04"	N38°41'42"E	32.22'	N38°48'43"E	N38°34'40"E

WEST RYAN ROAD

NE CORNER
LOT 1 - CSM 9338



**STORM WATER
POND AND ACCESS
EASEMENT**
8,087 SQ. FT.
0.1856 ACRES

**STORM WATER
POND AND ACCESS
EASEMENT**
13,125 SQ. FT.
0.3013 ACRES

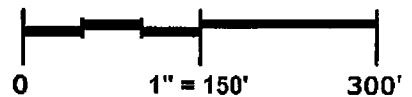
**STORM WATER
POND AND ACCESS
EASEMENT**
47,485 SQ. FT.
1.0901 ACRES

LOT 1
C.S.M. NO. 9338
TAX KEY
#8919011000

SOPHIA COURT

WEST LOOMIS ROAD
STATE TRUNK HIGHWAY "45" & "36"

GRAPHICAL SCALE (FEET)



EXHIBIT

SHEET 1 OF 3

08/04/2022

PINNACLE ENGINEERING GROUP

PLAN | DESIGN | DELIVER

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

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PEG JOB#809.60

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S89°31'45"E	98.00'
L2	S05°14'17"W	123.00'
L3	N69°21'15"W	20.00'
L4	S15°41'04"W	147.00'
L5	N74°18'56"W	20.00'
L6	N15°41'04"E	164.00'
L7	N69°09'01"W	51.00'
L8	S70°09'21"W	37.50'
L9	S66°02'21"W	84.28'
L10	S20°38'45"W	27.50'
L11	S89°39'58"E	68.00'
L12	S73°06'30"W	60.00'
L13	S58°54'56"E	46.95'
L14	N20°38'45"E	44.00'
L15	N30°27'21"E	15.00'
L16	S89°31'45"E	95.14'
L17	N43°55'46"W	170.89'
L18	S24°00'08"W	109.98'
L19	S77°02'11"W	176.36'
L20	N86°13'01"W	74.50'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L21	S43°59'04"W	25.00'
L22	S83°54'30"W	254.00'
L23	N39°00'43"W	48.00'
L24	N31°57'36"E	129.00'
L25	S86°05'09"E	163.00'
L26	N07°10'11"W	158.00'
L27	N01°27'38"W	77.89'
L28	N88°32'22"E	20.00'
L29	S01°27'38"E	76.89'
L30	S07°10'11"E	122.27'
L31	N61°01'50"E	113.75'
L32	S61°01'50"W	84.00'
L33	S23°10'29"W	50.00'
L34	S36°58'12"E	75.00'
L35	S86°13'01"E	64.00'
L36	N77°02'11"E	163.43'
L37	N24°00'08"E	100.00'
L38	S65°59'52"E	20.00'

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	60.70'	180.00'	S10°59'09"W	60.41'
C2	165.16'	7877.60'	N40°06'39"E	165.16'
C3	36.20'	180.00'	N14°53'05"E	36.14'
C4	20.15'	66.00'	S33°41'59"E	20.07'



EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

SHEET 2 OF 3

WWW.PINNACLE-ENGR.COM

08/04/2022

PLAN | DESIGN | DELIVER

PEG JOB#80960

LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 9338, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11148158, in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northeast corner of Lot 1 of said Certified Survey Map No. 9338; thence South 89°31'45" East along the north line of said Lot 1, 98.00 feet to the Point of Beginning 1;

Thence South 05°14'17" West, 123.00 feet; thence North 69°21'15" West, 20.00 feet; thence South 15°41'04" West, 147.00 feet; thence North 74°18'56" West, 20.00 feet; thence North 15°41'04" East, 164.00 feet; thence North 69°09'01" West, 51.00 feet; thence South 70°09'21" West, 37.50 feet to the east right of way line of Woodfield Court; thence South 66°02'21" West along a "TIE LINE", 84.28 feet to the West right of way line of Woodfield Court; thence South 20°38'45" West along said west right of way line, 27.50 feet to a point of curvature, thence southwesterly 60.70 feet along the arc of said curve to the left, whose radius is 180.00 feet and whose chord bears South 10°59'09" West, 60.41 feet; thence South 89°39'58" East, 68.00 feet, thence South 73°06'30" West, 60.00 feet to the westerly line of said Lot 1 and a point on a curve; thence northeasterly 165.16 feet along the arc of said curve to the left and said westerly line, whose radius is 7877.60 feet and whose chord bears North 40°06'39" East, 165.16 feet; thence South 58°54'56" East, 46.95 feet to the aforesaid west right of way line of Woodfield Court; thence North 66°02'21" East along the aforesaid "TIE LINE", 84.28 feet to the east right of way line of the aforesaid Woodfield Court, thence North 20°38'45" East along said east right of way line, 44.00 feet to a point of curvature; thence northeasterly 36.20 feet along the arc of said curve to the left and said east right of way line, whose radius is 180.00 feet and whose chord bears North 14°53'05" East, 36.14 feet; thence North 30°27'21" East along said east right of way line, 15.00 feet to the aforesaid north line of Lot 1; thence South 89°31'45" East along said north line, 95.14 feet to the Point of Beginning 1.

ALSO

Commencing at the southeast corner of said Lot 1; thence North 43°55'46" West, 170.89 feet to the Point of Beginning 2;

Thence South 24°00'08" West, 109.98 feet; thence South 77°02'11" West, 176.36 feet; thence North 86°13'01" West, 74.50 feet; thence South 43°59'04" West, 25.00 feet; thence South 83°54'30" West, 254.00 feet; thence North 39°00'43" West, 48.00 feet; thence North 31°57'36" East, 129.00 feet; thence South 86°05'09" East, 163.00 feet; thence North 07°10'11" West, 158.00 feet; thence North 01°27'38" West, 77.89 feet; thence North 88°32'22" East, 20.00 feet; thence South 01°27'38" East, 76.89 feet; thence South 07°10'11" East, 122.27 feet; thence North 61°01'50" East, 113.75 feet to the westerly right of way line of Woodfield Court and a point on a curve; thence southeasterly 20.15 feet along the arc of said curve to the left and said westerly right of way line, whose radius is 66.00 feet and whose chord bears South 33°41'59" East, 20.07 feet; thence South 61°01'50" West, 84.00 feet, thence South 23°10'29" West, 50.00 feet; thence South 36°58'12" East, 75.00 feet; thence South 86°13'01" East, 64.00 feet; thence North 77°02'11" East, 163.43 feet, thence North 24°00'08" East, 100.00 feet; thence South 65°59'52" East, 20.00 feet to the Point of Beginning 2.



EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

SHEET 3 OF 3

WWW.PINNACLE-ENGR.COM

08/04/2022

PLAN | DESIGN | DELIVER

PEG JOB#809.60

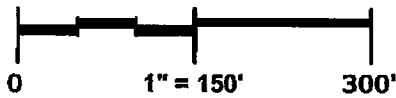
WEST RYAN ROAD

SOPHIA COURT
(PROPOSED PUBLIC ROAD RIGHT OF WAY
BY SEPARATE DOCUMENT)

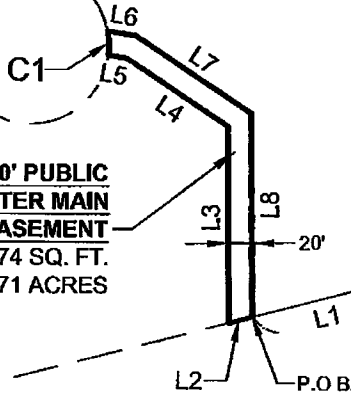
LOT 1
C.S.M. NO. 9338
TAX KEY
#8919011000



GRAPHICAL SCALE (FEET)



20' PUBLIC
WATER MAIN
EASEMENT
5,974 SQ. FT.
0.1371 ACRES



SE CORNER
LOT 1 - CSM 9338

WEST LOOMIS ROAD
STATE TRUNK HIGHWAY "45" & "36"

WATER MAIN EASEMENT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

SHEET 1 OF 2

08/04/2022

WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER

PEG JOB#809.60

LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 9338, as recorded August 06, 2021, in the Register of Deeds office for Milwaukee County as Document No. 11148158, in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the southeast corner of Lot 1 of said Certified Survey Map No. 9338; thence South 75°45'51" West along the south line of said Lot 1, 118.17 feet to the Point of Beginning;

Thence continuing South 75°45'51" West along said south line, 20.58 feet;
 thence North 00°34'39" West, 165.37 feet; thence North 56°41'55" West, 103.29 feet;
 thence North 80°12'09" West, 16.09 feet to a point on a curve and the proposed east right of way line of Sophia Court; thence Northwesterly 20.52 feet along the arc of said curve to the left and said right of way line, whose radius is 66.00 feet and whose chord bears North 02°05'07" West, 20.44 feet; thence South 80°12'09" East, 16.09 feet; thence South 56°42'05" East, 118.13 feet; thence South 00°34'39" East, 171.17 feet to the Point of Beginning.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S75°45'51"W	118.17'
L2	S75°45'51"W	20.58'
L3	N00°34'39"W	165.37'
L4	N56°41'55"W	103.29'
L5	N80°12'09"W	16.09'
L6	S80°12'09"E	24.44'
L7	S56°42'05"E	118.13'
L8	S00°34'39"E	171.17'

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	20.52'	66.00'	N2°05'07"W	20.44'

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">09/06/22</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A SPECIAL USE UPON PROPERTY LOCATED AT 12000 WEST LOOMIS ROAD (STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC, APPLICANT, BOOMTOWN, LLC, PROPERTY OWNER)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.7.</p>

City Development staff recommends approval of a resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a the Woodfield Trail condominium development Special Use upon property located at 12000 West Loomis Road.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2022-_____, authorizing certain officials to accept a conservation easement for and as part of the approval of a special use upon property located at 12000 West Loomis Road (Stephen R. Mills, President of Bear Development, LLC, applicant, Boomtown, LLC, property owner), subject to technical corrections by the Department of City Development and the City Attorney.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2022-_____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A
SPECIAL USE UPON PROPERTY LOCATED AT 12000 WEST LOOMIS ROAD
(STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC,
APPLICANT, BOOMTOWN, LLC, PROPERTY OWNER)

WHEREAS, the Common Council having approved a Special Use permit upon the application of Stephen R. Mills, President of Bear Development, LLC, on June 21, 2022, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the wetlands, young woodlands, wetland setbacks and wetland buffers on the site; and

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT
STEPHEN R. MILLS, PRESIDENT OF BEAR DEVELOPMENT, LLC
RESOLUTION NO. 2022-_____

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

Woodfield Trail

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

WITNESSETH

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

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, wetlands, young woodlands, wetland setbacks and wetland buffers as shown on the Natural Resource Protection Plan dated 12/30/2021 as prepared by Pinnacle Engineering Group, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

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

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

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

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

Grantee's rights hereunder shall consist solely of the following

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

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

- 1 Construct or place buildings or any structure,
- 2 Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect, such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations,

- park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
- 3 Excavate, dredge, grade, mine, drill or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees,
 - 4 Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris,
 5. Plant any vegetation not native to the protected property or not typical wetland vegetation,
 6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles

Notwithstanding the foregoing, this Easement shall not restrict the Grantor from constructing or making improvements to the protected property contemplated by that certain Standards, Findings and Decision of the City of Franklin Common Council upon the Application of Stephen R. Mills, President of Bear Development, LLC, applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance dated September 3 2021, recorded in the Office of the Register of Deeds of Milwaukee County on March 7, 2022 as Document Number 11253115 (the "NRSE"), or as otherwise included in a Landscape Plan or Site Plan for the Property as previously approved by the City of Franklin

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

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

To Grantor
 Boomtown, LLC
 Attn Stephen R. Mills
 4011 80th Street
 Kenosha, WI 53142

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

In witness whereof, the Grantor has set his hand on this date of _____, 20__

BOOMTOWN, LLC

By _____
 Stephen R Mills
 President

STATE OF WISCONSIN)
) ss
 _____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Stephen R Mills, as President of Boomtown, LLC, a Wisconsin Limited Liability Company, to me known to be the person who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said Boomtown, LLC

 Notary Public

My commission expires _____

Acceptance

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement. In consideration of the making of such Grant Of Conservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by § 236.293 of the Wisconsin Statutes.

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

CITY OF FRANKLIN

By. _____
Stephen R. Olson, Mayor

By. _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents

Régulo Martínez-Montilva
Principal Planner
Department of City Development

Date

Approved as to form only

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

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

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

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

By. _____

Name _____

Title _____

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

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

Name _____

Notary Public, State of [*Wisconsin*]

My commission expires _____

Exhibit A

WEST RYAN ROAD



119.38'
S89°31'45"E
NE CORNER
LOT 1 - CSM 9338

**CONSERVATION
EASEMENT**
170,223 SQ. FT.
3.9078 ACRES

**CONSERVATION
EASEMENT**
209,723 SQ. FT.
4.8146 ACRES

LOT 1
CSM NO 9338
TAX KEY
#8919011000

N01°15'54"W 454 13'

S75°45'51"W 326 45'

SW CORNER
LOT 1 - CSM 9338

L30 L31 L32 C9 L33
L34 C10 L35 L36 C12 L37 L38 L39 L40 L41
L42 L43 L44

WOODFIELD COURT

L18 L19 L20 L21 L22 L23 L24 L25 L26 L27 L28 C6
L29 L30 C7 L31 L32 C8 L33 L34 C9 L35 L36 C10 L37 L38 L39 L40 L41
L42 L43 L44 L45 C11 L46 L47 L48 L49 L50 L51 L52 L53 L54 L55 L56 L57 L58 L59 L60 L61 L62 L63 L64 L65 L66 L67 L68 L69 L70 L71 L72 L73 L74 L75 L76 L77 L78 L79 L80 L81 L82 L83 L84 L85 L86 L87 L88 L89 L90 L91 L92 L93 L94 L95 L96 L97 L98 L99 L100 L101 L102 L103 L104 L105 L106 L107 L108 L109 L110 L111 L112 L113 L114 L115 L116 L117 L118 L119 L120 L121 L122 L123 L124 L125 L126 L127 L128 L129 L130 L131 L132 L133 L134 L135 L136 L137 L138 L139 L140 L141 L142 L143 L144 L145 L146 L147 L148 L149 L150 L151 L152 L153 L154 L155 L156 L157 L158 L159 L160 L161 L162 L163 L164 L165 L166 L167 L168 L169 L170 L171 L172 L173 L174 L175 L176 L177 L178 L179 L180 L181 L182 L183 L184 L185 L186 L187 L188 L189 L190 L191 L192 L193 L194 L195 L196 L197 L198 L199 L200 L201 L202 L203 L204 L205 L206 L207 L208 L209 L210 L211 L212 L213 L214 L215 L216 L217 L218 L219 L220 L221 L222 L223 L224 L225 L226 L227 L228 L229 L230 L231 L232 L233 L234 L235 L236 L237 L238 L239 L240 L241 L242 L243 L244 L245 L246 L247 L248 L249 L250 L251 L252 L253 L254 L255 L256 L257 L258 L259 L260 L261 L262 L263 L264 L265 L266 L267 L268 L269 L270 L271 L272 L273 L274 L275 L276 L277 L278 L279 L280 L281 L282 L283 L284 L285 L286 L287 L288 L289 L290 L291 L292 L293 L294 L295 L296 L297 L298 L299 L300 L301 L302 L303 L304 L305 L306 L307 L308 L309 L310 L311 L312 L313 L314 L315 L316 L317 L318 L319 L320 L321 L322 L323 L324 L325 L326 L327 L328 L329 L330 L331 L332 L333 L334 L335 L336 L337 L338 L339 L340 L341 L342 L343 L344 L345 L346 L347 L348 L349 L350 L351 L352 L353 L354 L355 L356 L357 L358 L359 L360 L361 L362 L363 L364 L365 L366 L367 L368 L369 L370 L371 L372 L373 L374 L375 L376 L377 L378 L379 L380 L381 L382 L383 L384 L385 L386 L387 L388 L389 L390 L391 L392 L393 L394 L395 L396 L397 L398 L399 L400 L401 L402 L403 L404 L405 L406 L407 L408 L409 L410 L411 L412 L413 L414 L415 L416 L417 L418 L419 L420 L421 L422 L423 L424 L425 L426 L427 L428 L429 L430 L431 L432 L433 L434 L435 L436 L437 L438 L439 L440 L441 L442 L443 L444 L445 L446 L447 L448 L449 L450 L451 L452 L453 L454 L455 L456 L457 L458 L459 L460 L461 L462 L463 L464 L465 L466 L467 L468 L469 L470 L471 L472 L473 L474 L475 L476 L477 L478 L479 L480 L481 L482 L483 L484 L485 L486 L487 L488 L489 L490 L491 L492 L493 L494 L495 L496 L497 L498 L499 L500 L501 L502 L503 L504 L505 L506 L507 L508 L509 L510 L511 L512 L513 L514 L515 L516 L517 L518 L519 L520 L521 L522 L523 L524 L525 L526 L527 L528 L529 L530 L531 L532 L533 L534 L535 L536 L537 L538 L539 L540 L541 L542 L543 L544 L545 L546 L547 L548 L549 L550 L551 L552 L553 L554 L555 L556 L557 L558 L559 L560 L561 L562 L563 L564 L565 L566 L567 L568 L569 L570 L571 L572 L573 L574 L575 L576 L577 L578 L579 L580 L581 L582 L583 L584 L585 L586 L587 L588 L589 L590 L591 L592 L593 L594 L595 L596 L597 L598 L599 L600 L601 L602 L603 L604 L605 L606 L607 L608 L609 L610 L611 L612 L613 L614 L615 L616 L617 L618 L619 L620 L621 L622 L623 L624 L625 L626 L627 L628 L629 L630 L631 L632 L633 L634 L635 L636 L637 L638 L639 L640 L641 L642 L643 L644 L645 L646 L647 L648 L649 L650 L651 L652 L653 L654 L655 L656 L657 L658 L659 L660 L661 L662 L663 L664 L665 L666 L667 L668 L669 L670 L671 L672 L673 L674 L675 L676 L677 L678 L679 L680 L681 L682 L683 L684 L685 L686 L687 L688 L689 L690 L691 L692 L693 L694 L695 L696 L697 L698 L699 L700 L701 L702 L703 L704 L705 L706 L707 L708 L709 L710 L711 L712 L713 L714 L715 L716 L717 L718 L719 L720 L721 L722 L723 L724 L725 L726 L727 L728 L729 L730 L731 L732 L733 L734 L735 L736 L737 L738 L739 L740 L741 L742 L743 L744 L745 L746 L747 L748 L749 L750 L751 L752 L753 L754 L755 L756 L757 L758 L759 L760 L761 L762 L763 L764 L765 L766 L767 L768 L769 L770 L771 L772 L773 L774 L775 L776 L777 L778 L779 L780 L781 L782 L783 L784 L785 L786 L787 L788 L789 L790 L791 L792 L793 L794 L795 L796 L797 L798 L799 L800 L801 L802 L803 L804 L805 L806 L807 L808 L809 L810 L811 L812 L813 L814 L815 L816 L817 L818 L819 L820 L821 L822 L823 L824 L825 L826 L827 L828 L829 L830 L831 L832 L833 L834 L835 L836 L837 L838 L839 L840 L841 L842 L843 L844 L845 L846 L847 L848 L849 L850 L851 L852 L853 L854 L855 L856 L857 L858 L859 L860 L861 L862 L863 L864 L865 L866 L867 L868 L869 L870 L871 L872 L873 L874 L875 L876 L877 L878 L879 L880 L881 L882 L883 L884 L885 L886 L887 L888 L889 L890 L891 L892 L893 L894 L895 L896 L897 L898 L899 L900 L901 L902 L903 L904 L905 L906 L907 L908 L909 L910 L911 L912 L913 L914 L915 L916 L917 L918 L919 L920 L921 L922 L923 L924 L925 L926 L927 L928 L929 L930 L931 L932 L933 L934 L935 L936 L937 L938 L939 L940 L941 L942 L943 L944 L945 L946 L947 L948 L949 L950 L951 L952 L953 L954 L955 L956 L957 L958 L959 L960 L961 L962 L963 L964 L965 L966 L967 L968 L969 L970 L971 L972 L973 L974 L975 L976 L977 L978 L979 L980 L981 L982 L983 L984 L985 L986 L987 L988 L989 L990 L991 L992 L993 L994 L995 L996 L997 L998 L999 L1000

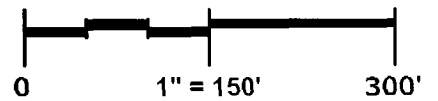
S00°34'12"E 910 27'

191 92'
N00°34'39"W

S75°45'51"W
128 88'

WEST LOOMIS ROAD
STATE TRUNK HIGHWAY "45" & "36"

GRAPHICAL SCALE (FEET)



EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

SHEET 1 OF 3

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PEG JOB#809 60

CURVE TABLE				
CURVE NO	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	64 36'	50 00'	N59°08'08"W	60 01'
C2	19 20'	49 97'	N11°35'05"E	19 08'
C3	18 77'	50 00'	N33°20'22"E	18 66'
C4	17 33'	50 00'	N24°35'45"E	17 24'
C5	880 75'	7877 60'	N42°00'54"E	880 29'
C6	16 74'	50 00'	S13°16'53"W	16 66'
C7	32 50'	50 00'	S18°36'45"E	31 93'
C8	24 73'	50 28'	S14°08'07"W	24 48'
C9	91 20'	50 00'	S34°32'57"W	79 07'
C10	52 97'	51 96'	N63°46'47"W	50 70'
C11	68 79'	86 36'	S49°37'28"W	66 98'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	N35°42'27"W	23 24'
L2	S83°59'13"W	46 04'
L3	N10°50'09"W	19 80
L4	N00°35'11"E	51 04'
L5	N22°34'59"E	58 56'
L6	N44°05'46"E	24 22'
L7	S57°18'58"E	28 28
L8	N12°51'48"W	66 29'
L9	N15°23'30"W	69 84'
L10	N03°19'10"W	48 04
L11	N12°33'35"E	54 45'
L12	N35°38'38"E	53 76'
L13	N28°59'19"E	51 50
L14	N32°40'32"E	40 16'
L15	N14°40'02"E	36 71'
L16	N34°31'29"E	23 90'
L17	N00°34'39 W	88 17
L18	S42°02'04 E	6 63'
L19	S36°12'06 W	39 00'
L20	S39°56'38"W	112 12
L21	S43°59'09"W	33 12
L22	S22°37'33"W	43 39'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L23	S01°47'29"W	60 88
L24	S27°40'22"W	86 21'
L25	S14°48'49 E	62 45'
L26	S05°06'29"E	58 60'
L27	S03°41'24"W	52 96'
L28	S22°52'21 W	54 45'
L29	S34°20'31"W	55 86'
L30	S37°13'57"E	27 58'
L31	S00°00'26"W	42 76
L32	S17°42'14"E	20 28
L33	S86°48'08"W	9 59
L34	S70°32'05"E	13 75'
L35	S63°42'52"W	54 42'
L36	S46°10'41 W	19 08
L37	S25°13'29"W	54 39'
L38	S07°53'41 W	31 74
L39	S15°51'12"E	37 22'
L40	S36°13'06"E	34 09'
L41	S68°31'25"E	33 15'
L42	S83°16'15"E	41 21'
L43	N89°04'11"E	46 68'
L44	S84°15'09"E	26 50'



LEGAL DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No 9338, as recorded in the Register of Deeds office for Milwaukee County as Document No 11148158, in the Northwest 1/4 of the Northwest 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows

Beginning at the northeast corner of Lot 1 of said Certified Survey Map No 9338; thence South 00°34'12" East along the east line of said Lot 1, 910.27 feet to the south line of said Lot 1, thence South 75°45'51" West along said south line, 128 88 feet, thence North 00°34'39" West, 191 92 feet, thence North 35°42'27" West, 23 24 feet, thence South 83°59'13" West, 46 04 feet to a point on a curve; thence northwesterly 64.36 feet along the arc of said curve to the right whose radius is 50 00 feet and whose chord bears North 59°08'08" West, 60.01 feet; thence North 10°50'09" West, 19 80 feet, thence North 00°35'11" East, 51.04 feet to a point on a curve, thence northeasterly 19.20 feet along the arc of said curve to the right, whose radius is 49 97 feet and whose chord bears North 11°35'05" East, 19 08 feet; thence North 22°34'59" East, 58 56 feet to a point on a curve; thence northeasterly 18 77 feet along the arc of said curve to the right, whose radius is 50 00 feet and whose chord bears North 33°20'22" East, 18 66 feet, thence North 44°05'46" East, 24 22 feet; thence South 57°18'58" East, 28.28 feet, thence North 12°51'48" West, 66 29 feet; thence North 15°23'30" West, 69 84 feet, thence North 03°19'10" West, 48.04 feet, thence North 12°33'35" East, 54 45 feet, thence North 35°38'38" East, 53 76 feet, thence North 28°59'19" East, 51 50 feet, thence North 32°40'32" East, 40.16 feet, thence North 14°40'02" East, 36.71 feet to a point on a curve; thence northeasterly 17.33 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears North 24°35'45" East, 17 24 feet; thence; thence North 34°31'29" East, 23 90 feet, thence North 00°34'39" West, 88 17 feet to the north line of said Lot 1, thence South 89°31'45" East along said north line, 119 38 feet to the Point of Beginning.

ALSO

Beginning at the southwest corner of said Lot 1; thence North 01°15'54" West along the west line of said Lot 1, 454 13 feet to the northwesterly line of said Lot 1 and a point on a curve, thence northeasterly 880.75 feet along the arc of said curve to the left and said northwesterly line of Lot 1, whose radius is 7877 60 feet and whose chord bears North 42°00'54" East, 880 29 feet; thence South 42°02'04" East, 6.63 feet; thence South 36°12'06" West, 39 00 feet, thence South 39°56'38" West, 112 12 feet; thence South 43°59'09" West, 33 12 feet, thence South 22°37'33" West, 43 39 feet; thence South 01°47'29" West, 60 88 feet, thence South 27°40'22" West, 86.21 feet; thence South 14°48'49" East, 62 45 feet; thence South 05°06'29" East, 58 60 feet; thence South 03°41'24" West, 52 96 feet to a point on a curve, thence southwesterly 16 74 feet along the arc of said curve to the right, whose radius is 50 00 feet and whose chord bears South 13°16'53" West, 16 66 feet, thence South 22°52'21" West, 54 45 feet; thence South 34°20'31" West, 55 86 feet, thence South 37°13'57" East, 27 58 feet to a point on a curve; thence southeasterly 32 50 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 18°36'45" East, 31 93 feet, thence South 00°00'26" West, 42 76 feet to a point on a curve; thence southwesterly 24 73 feet along the arc of said curve to the right, whose radius is 50 28 feet and whose chord bears South 14°08'07" West, 24 48 feet; thence South 17°42'14" East, 20.28 feet to a point on a curve, thence southwesterly 91.20 feet along the arc of said curve to the right, whose radius is 50 00 feet and whose chord bears South 34°32'57" West, 79.07 feet, thence South 86°48'08" West, 9 59 feet to a point on a curve, thence northwesterly 52 97 feet along the arc of said curve to the right, whose radius is 51 96 feet and whose chord bears North 63°46'47" West, 50.70 feet, thence South 70°32'05" East, 13 75 feet; thence South 63°42'52" West, 54 42 feet to a point on a curve; thence southwesterly 68 79 feet along the arc of said curve to the right, whose radius is 86 36 feet and whose chord bears South 49°37'28" West, 66.98 feet, thence South 46°10'41" West, 19 08 feet, thence South 25°13'29" West, 54 39 feet; thence South 07°53'41" West, 31 74 feet; thence South 15°51'12" East, 37 22 feet, thence South 36°13'06" East, 34.09 feet, thence South 68°31'25" East, 33 15 feet; thence South 83°16'15" East, 41 21 feet, thence North 89°04'11" East, 46 68 feet, thence South 84°15'09" East, 26 50 feet to the south line of said Lot 1, thence South 75°45'51" West along said south line, 326 45 feet to the Point of Beginning.



EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

SHEET 3 OF 3

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PEG JOB#809 60

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<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 09/06/22</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A SITE PLAN UPON PROPERTY GENERALLY LOCATED WITHIN RYAN MEADOWS SUBDIVISION, SOUTHEAST OF THE DEAD END OF SOUTH MONARCH DRIVE (ESAPP INDIANA, APPLICANT, LOOMIS & RYAN, INC., PROPERTY OWNER)</p>	<p style="text-align: center;">ITEM NUMBER G.8.</p>

City Development staff recommends approval of a resolution authorizing certain officials to accept a conservation easement for and as part of the approval of a Site Plan for RISE Commercial District.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2022-_____, authorizing certain officials to accept a conservation easement for and as part of the approval of a Site Plan upon property generally located within Ryan Meadows subdivision, southeast of the dead end of South Monarch Drive (Esapp Indiana, applicant, Loomis & Ryan, Inc., property owner).

RESOLUTION NO. 2022-_____

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A SITE PLAN UPON PROPERTY GENERALLY LOCATED WITHIN RYAN MEADOWS SUBDIVISION, SOUTHEAST OF THE DEAD END OF SOUTH MONARCH DRIVE (ESAPP INDIANA, APPLICANT, LOOMIS & RYAN, INC., PROPERTY OWNER)

WHEREAS, the Common Council having approved a Site Plan upon the application of Jim R. Sapp, President of Rise Commercial District, on May 5, 2022, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of a Conservation Easement to protect the wetlands, wetland buffers, wetland setbacks, ponds and mature woodlands on the site; and

WHEREAS, §15-7.0102.G. of the Unified Development Ordinance requires the submission of a Conservation Easement and Natural Resource Protection Plan in the Site Plan review process and the Unified Development Ordinance requires conservation easements to be imposed for natural resource features identified within such Plan to protect such features, all as part of the approval process for a Site Plan; and

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

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A
CONSERVATION EASEMENT
ESAPP INDIANA
RESOLUTION NO. 2022-_____
Page 2

Passed and adopted at a regular meeting of the Common Council of the City of
Franklin this _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CONSERVATION EASEMENT

RISE COMMERCIAL DISTRICT

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and ESapp Indiana, a Indiana Limited Liability Company, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700 40(2)(b) of the Wisconsin Statutes

WITNESSETH

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

WHEREAS, Grantor desires to submit a portion of the Grantor's Property as described in Exhibit B attached hereto (protected property) to the terms and conditions of this Conservation Easement as hereinafter set forth, and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, [wetlands, wetland buffers, wetland setbacks, ponds and mature woodlands as identified in the Natural Resource Protection Plan prepared by Pinnacle Engineering Group and dated March 16, 2022, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems, and

WHEREAS, Grantee is a "holder", as contemplated by § 700 40(1)(b)1 of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62 23 and § 236 45 of the Wisconsin Statutes, the conservation of land, natural areas, open space and water areas, and

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

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

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

Grantee's rights hereunder shall consist solely of the following

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

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

1. Construct or place buildings or any structure,

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

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

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

To Grantor
 ESapp Indiana, LLC
 Attn Jim Sapp
 8070 Castleton Road
 Indianapolis, IN 46250

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

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

ESapp Indiana, LLC

By _____
 Jim Sapp, President

STATE OF INDIANA)
) ss
 _____ COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by Jim Sapp, as President of ESapp Indiana, a Indiana Limited Liability Company, to me known to be the person who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said ESapp Indiana, LLC

 Notary Public

My commission expires _____

Acceptance

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

and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by § 236 293 of the Wisconsin Statutes

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

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin

Approved as to contents:

Régulo Martínez-Montilva
Principal Planner
Department of City Development

Date

Approved as to form only

Jesse A. Wesolowski
City Attorney

Date

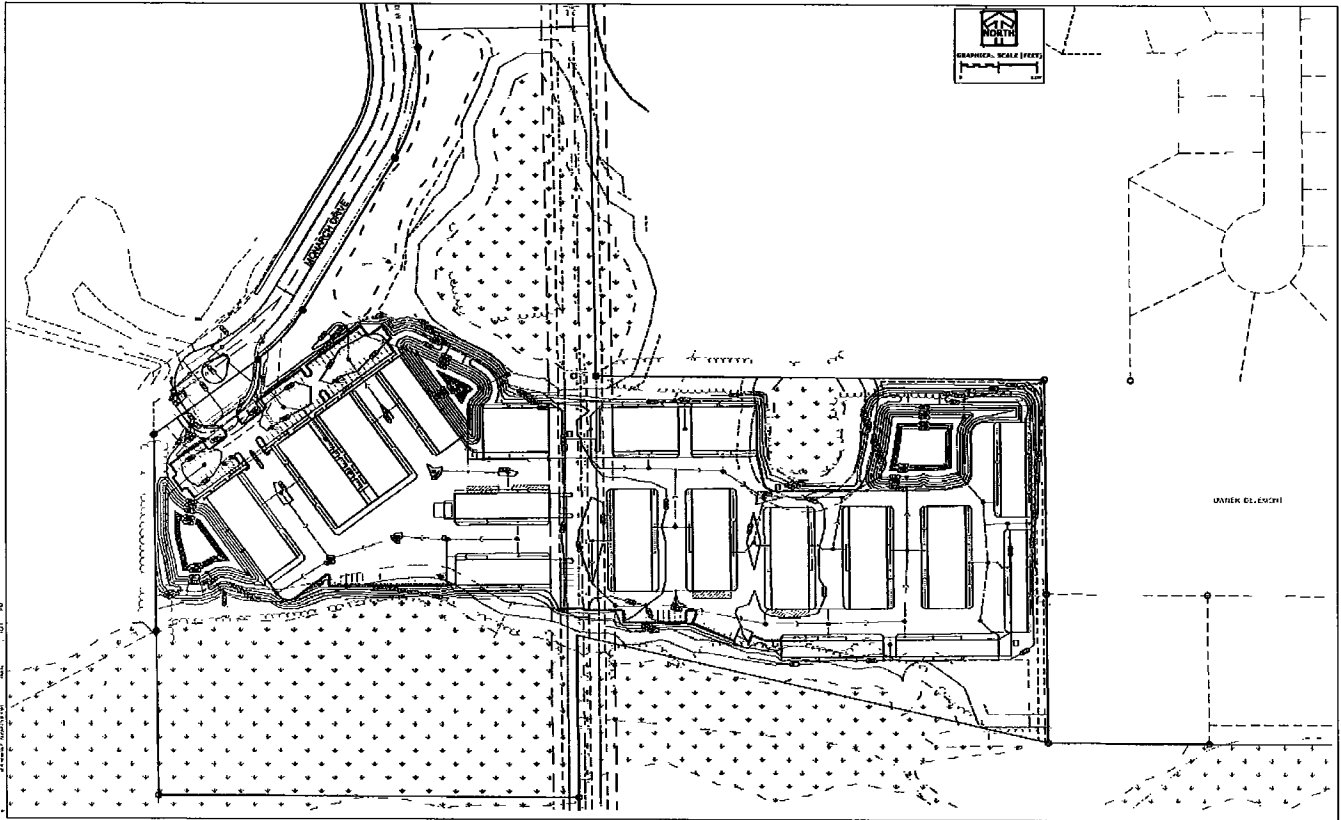
Exhibit A

Grantor's Property

Lot 2 of Certified Survey Map No 9421 recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 28, 2022, as Document No 11260729, being all of Lot 84 in Ryan Meadows and a part of Parcel 1 of Certified Survey Map No 975, located in the Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ all in Section 30, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

Exhibit B

Protected Property



FRANKLIN - RISE COMM CONSERVATION EASEMENT EXHIBIT

7/1/22

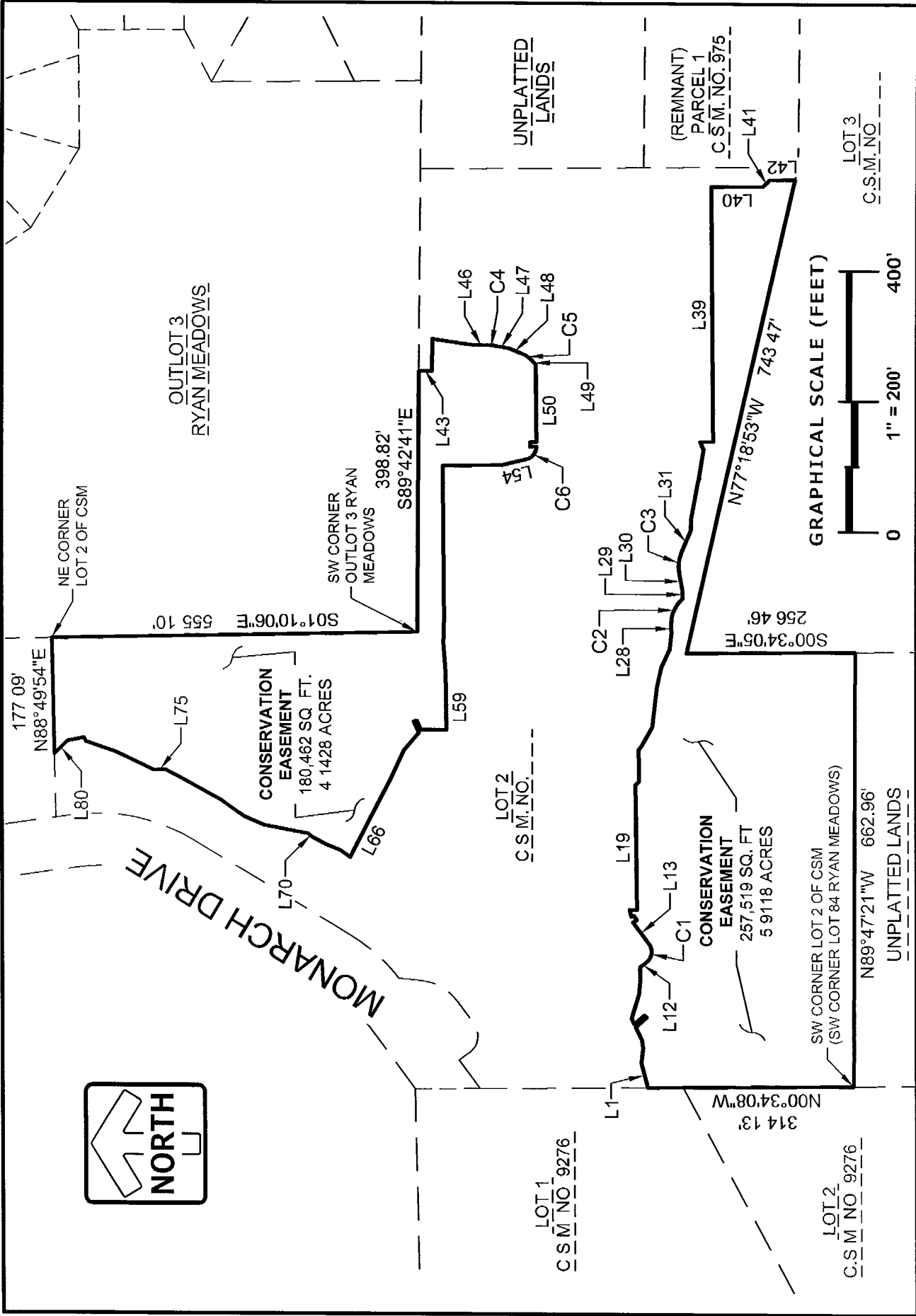
PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE ENGR.COM

PLAN | DESIGN | DELIVER

PEGJOB# 809 90B

EXHIBIT B - DEPICTION OF CONSERVATION EASEMENT



EXHIBIT

SHEET 1 OF 3 08/15/2022

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PEG JOB #809.90

LINE TABLE		
LINE NO	BEARING	DISTANCE
L1	N75°22'21"E	39.14'
L2	S83°24'58"E	22.94'
L3	N81°01'31"E	12.95'
L4	N64°22'19"E	21.06'
L5	S40°53'48"E	22.30'
L6	N49°21'47"E	4.94'
L7	N40°45'11"W	20.96'
L8	N64°22'19"E	9.11'
L9	S72°46'48"E	38.10'
L10	S84°45'14"E	19.51'
L11	N89°55'05"E	22.94'
L12	S36°14'50"E	11.57'
L13	N53°44'29"E	40.59'
L14	S36°15'31"E	7.00'
L15	N53°44'29"E	8.00'
L16	N36°15'31"W	4.53'
L17	N77°19'00"E	11.69'
L18	S00°33'39"E	10.79'
L19	N89°26'21"E	190.59'
L20	S45°33'39"E	7.78'
L21	N89°26'21"E	48.28'
L22	S51°40'09"E	7.29'
L23	S60°48'43"E	32.81'
L24	S83°09'19"E	60.10'
L25	S76°59'19"E	32.39'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L26	S65°37'25"E	29.76'
L27	S83°36'23"E	26.09'
L28	N88°10'07"E	13.12'
L29	N87°18'18"E	12.02'
L30	N79°14'37"E	28.14'
L31	S67°03'25"E	38.15'
L32	S88°23'53"E	17.61'
L33	S79°35'26"E	57.95'
L34	S66°46'51"E	6.65'
L35	N23°13'09"E	1.51'
L36	S80°28'49"E	42.84'
L37	N67°57'46"E	12.84'
L38	S00°33'39"E	19.43'
L39	N89°26'21"E	390.70'
L40	S00°33'39"E	78.21'
L41	S45°36'12"E	14.13'
L42	S00°33'39"E	38.91'
L43	S00°36'33"E	20.00'
L44	S89°42'41"E	48.93'
L45	S08°04'45"W	62.51'
L46	S00°37'39"W	24.69'
L47	S09°52'41"W	23.05'
L48	S22°09'47"W	20.24'
L49	S46°12'44"W	6.74'
L50	S89°26'21"W	119.12'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L51	N00°33'39"W	9.70'
L52	S89°26'21"W	7.00'
L53	S01°14'13"E	9.70'
L54	N13°38'39"W	40.52'
L55	N00°53'02"W	88.67'
L56	S89°26'21"W	233.31'
L57	N88°29'43"W	37.52'
L58	S85°51'26"W	46.91'
L59	S89°26'21"W	85.65'
L60	N00°33'39"W	38.18'
L61	N65°18'54"E	16.27'
L62	N24°41'06"W	5.00'
L63	S65°18'54"W	18.63'
L64	N49°54'31"W	34.44'
L65	N64°32'14"W	50.77'

LINE TABLE		
LINE NO	BEARING	DISTANCE
L66	N62°43'44"W	132.99'
L67	N34°57'39"E	18.37'
L68	N21°54'16"E	22.88'
L69	N28°02'56"E	22.96'
L70	N36°11'58"E	10.13'
L71	N10°49'06"E	67.34'
L72	N22°42'30"E	33.33'
L73	N35°32'42"E	44.30'
L74	N28°57'43"E	94.34'
L75	N02°49'59"W	17.18'
L76	N25°21'49"E	65.72'
L77	N19°04'30"E	47.01'
L78	N60°46'28"E	6.42'
L79	N11°32'53"W	24.63'
L80	N44°49'21"W	28.62'

CURVE TABLE			
CURVE NO	LENGTH	RADIUS	CHORD BEARING
C1	32.21'	20.50'	S81°15'11"E
C2	45.02'	50.27'	S66°06'23"E
C3	29.41'	50.00'	S83°54'24"E
C4	8.07'	50.00'	S05°15'10"W
C5	20.99'	50.00'	S34°11'16"W
C6	26.18'	19.50'	N52°06'09"W

EXHIBIT

PINNACLE ENGINEERING GROUP

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PLAN | DESIGN | DELIVER

PEGJOB#809.90

SHEET 2 OF 3

08/15/2022

LEGAL DESCRIPTION:

Being a part of Lot 2 of Certified Survey Map No. _____, being all of Lot 84 in Ryan Meadows and a part of Parcel 1 of Certified Survey Map No. 975, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 AND the Northeast 1/4 of the Southwest 1/4 AND the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows

Beginning at the southwest corner of Lot 2 of said Certified Survey Map, also being the southwest corner of Lot 84 of Ryan Meadows, a recorded subdivision; thence North 00°34'08" West along the east line of Certified Survey Map No. 9276, 314.13 feet, thence North 75°22'21" East, 39.14 feet, thence South 83°24'58" East, 22.94 feet, thence North 81°01'31" East, 12.95 feet; thence North 64°22'19" East, 21.06 feet; thence South 40°53'48" East, 22.30 feet, thence North 49°21'47" East, 4.94 feet, thence North 40°45'11" West, 20.96 feet, thence North 64°22'19" East, 9.11 feet; thence South 72°46'48" East, 38.10 feet; thence South 84°45'14" East, 19.51 feet; thence North 89°55'05" East, 22.94 feet, thence South 36°14'50" East, 11.57 feet to a point on a curve, thence southeasterly 32.21 feet along the arc of said curve to the left, whose radius is 20.50 feet and whose chord bears South 81°15'11" East, 28.99 feet; thence North 53°44'29" East, 40.59 feet; thence South 36°15'31" East, 7.00 feet; thence North 53°44'29" East, 8.00 feet; thence North 36°15'31" West, 4.53 feet; thence North 77°19'00" East, 11.69 feet, thence South 00°33'39" East, 10.79 feet, thence North 89°26'21" East, 190.59 feet, thence South 45°33'39" East, 7.78 feet, thence North 89°26'21" East, 48.28 feet, thence South 51°40'09" East, 7.29 feet, thence South 60°48'43" East, 32.81 feet, thence South 83°09'19" East, 60.10 feet; thence South 76°59'19" East, 32.29 feet; thence South 65°37'25" East, 29.76 feet, thence South 83°36'23" East, 26.09 feet; thence North 88°10'07" East, 13.12 feet to a point on a curve; thence southeasterly 45.02 feet along the arc of said curve to the right, whose radius is 50.27 feet and whose chord bears South 66°06'23" East, 43.53 feet, thence North 87°18'18" East, 12.02 feet; thence North 79°14'37" East, 28.14 feet to a point on a curve; thence southeasterly 29.41 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 83°54'24" East, 28.99 feet; thence South 67°03'25" East, 38.15 feet, thence South 88°23'53" East, 17.61 feet; thence South 79°35'26" East, 57.95 feet, thence South 66°46'51" East, 6.65 feet, thence North 23°13'09" East, 1.51 feet, thence South 80°28'49" East, 42.84 feet; thence North 67°57'46" East, 12.84 feet; thence South 00°33'39" East, 19.43 feet, thence North 89°26'21" East, 390.70 feet, thence South 00°33'39" East, 78.21 feet, thence South 45°36'12" East, 14.13 feet, thence South 00°33'39" East, 38.91 feet to a south line of said Lot 2; thence North 77°18'53" West along said south line, 743.47 feet, thence South 00°34'05" East along said south line, 256.46 feet; thence North 89°47'21" West along said south line, 662.96 feet to the Point of Beginning

ALSO

Beginning at the northeast corner of said Lot 2, thence South 01°10'06" East along the east line of said Lot 2, 555.10 feet to the southwest corner of Outlot 3 of Ryan Meadows, thence South 89°42'41" East along the south line of said Outlot 3, 398.82 feet, thence South 00°36'33" East, 20.00 feet; thence South 89°42'41" East, 48.93 feet, thence South 08°04'45" West, 62.51 feet, thence South 00°37'39" West, 24.69 feet to a point on a curve; thence southwesterly 8.07 feet along the arc of said curve to the right, whose radius is 50.00 feet and whose chord bears South 05°15'10" West, 8.06 feet, thence South 09°52'41" West, 23.05 feet, thence South 22°09'47" West, 20.24 feet to a point on a curve, thence southwesterly 20.99 feet along the arc of said curve to the right whose radius is 50.00 feet and whose chord bears South 34°11'16" West, 20.83 feet, thence South 46°12'44" West, 6.74 feet; thence South 89°26'21" West, 119.12 feet, thence North 00°33'39" West, 9.70 feet; thence South 89°26'21" West, 7.00 feet; thence South 01°14'13" East, 9.70 feet to a point on a curve; thence northwesterly 26.18 feet along the arc of said curve to the right whose radius is 19.50 feet and whose chord bears North 52°06'09" West, 24.26 feet, thence North 13°38'39" West, 40.52 feet, thence North 00°53'02" West, 88.67 feet, thence South 89°26'21" West, 233.31 feet, thence North 88°29'43" West, 37.52 feet, thence South 85°51'26" West, 46.91 feet, thence South 89°26'21" West, 85.65 feet, thence North 00°33'39" West, 38.18 feet, thence North 65°18'54" East, 16.27 feet, thence North 24°41'06" West, 5.00 feet, thence South 65°18'54" West, 18.63 feet, thence North 49°54'31" West, 34.44 feet; thence North 64°32'14" West, 50.77 feet, thence North 62°43'44" West, 132.99 feet, thence North 34°57'39" East, 18.37 feet, thence North 21°54'16" East, 22.88 feet; thence North 28°02'56" East, 22.96 feet, thence North 36°11'58" East, 10.13 feet; thence North 10°49'06" East, 67.34 feet; thence North 22°42'30" East, 33.33 feet, thence North 35°32'42" East, 44.30 feet, thence North 28°57'43" East, 94.34 feet; thence North 02°49'59" West, 17.18 feet, thence North 25°21'49" East, 65.72 feet, thence North 19°04'30" East, 47.01 feet, thence North 60°46'28" East, 6.42 feet, thence North 11°32'53" West, 24.63 feet, thence North 44°49'21" West, 28.62 feet to the north line of said Lot 2, thence North 88°49'54" East along said north line, 177.09 feet to the Point of Beginning

EXHIBIT

PINNACLE ENGINEERING GROUP

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SHEET 3 OF 3

08/15/2022

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>3/11</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">09/06/22</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE TO OPERATE AN INDUSTRIAL, SYNTHETIC AND FOOD-GRADE LUBRICANTS FOR MACHINERY AND PROCESSES PACKAGING BUSINESS</p> <p style="text-align: center;">(BY JAX INC., APPLICANT, ALLMAN EQUITIES-FRANKLIN, LLC, PROPERTY OWNER)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.9.</p>
<p>At the August 18, 2022, regular meeting, the Plan Commission carried a motion to recommend approval of this special use resolution with the note that a solid wall or fence should be used for screening, a chain-link fence cannot be used for this purpose (condition of approval no. 8).</p> <p>The Economic Development Commission recommended approval of this Special Use request on August 30, 2022.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution 2022-_____, imposing conditions and restrictions for the approval of a special use to operate an industrial, synthetic and food-grade lubricants for machinery and processes packaging business (by Jax Inc., applicant, Allman Equities-Franklin, LLC, property owner).</p>		

RESOLUTION NO. 2022-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE TO OPERATE AN
INDUSTRIAL, SYNTHETIC AND FOOD-GRADE LUBRICANTS
FOR MACHINERY AND PROCESSES PACKAGING BUSINESS
(BY JAX INC., APPLICANT, ALLMAN
EQUITIES-FRANKLIN, LLC, PROPERTY OWNER)

WHEREAS, JAX Inc. having petitioned the City of Franklin for the approval of a Special Use within Planned Development District No. 7 (Franklin Industrial Park), to operate an industrial, synthetic and food-grade lubricants for machinery and processes packaging business (including a fenced area for 6 LP (liquid propane) tank pads and 2 concrete pads for filling units, east of the main building) (canning and packing businesses require a Special Use permit in Planned Development District No. 7 (Franklin Industrial Park), upon property located at 9845 South 57th Street. The property which is the subject of the application bears Tax Key No. 899-0002-000 and is more particularly described as follows:

Lot Two (2) in Block One (1) in Franklin Industrial Park, being a re-division of Certified Survey Map No. 3226 and a subdivision of land in part of the Southwest One-quarter (1/4) of the Northwest One-quarter (1/4), the Northwest One-quarter (1/4) and part of the Northeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Twenty-six (26), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 18th day of August, 2022, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions,

meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

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

1. That this Special Use is approved only for the use of the subject property by JAX Inc., successors and assigns, for a lubricants for machinery and processes packaging business use, which shall be developed in substantial compliance with, and operated and maintained by JAX Inc., pursuant to those plans City file-stamped August 4, 2022 and annexed hereto and incorporated herein as Exhibit A.
2. JAX Inc., successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the JAX Inc. lubricants for machinery and processes packaging business use, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon the JAX Inc. lubricants for machinery and processes packaging business use for the property located at 9845 South 57th Street in Planned Development District No. 7 (Franklin Industrial Park): (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 applicant shall obtain all necessary permits through the Inspection Services Department.
5. The applicant shall obtain a separate approval for stormwater management, utilities, grading and erosion control through the Engineering Department, if applicable.
6. The applicant shall obtain approval of a Minor Site Plan amendment for the proposed exterior improvements, including but not limited to the fenced area for LP tanks and concrete pads for filling units.
7. The applicant shall submit a Landscape Plan as part of the Minor Site Plan amendment indicated above, depicting landscape screening in the area between

the proposed exterior improvements and S. 57th Street, at least 3 trees and 6 shrubs shall be required for screening purposes.

8. Pursuant to Planned Development District No. 7, Ordinance No. 85-864, Section 14, the LP tanks area shall be screened with a solid wall or fence.
9. This Special Use permit is not approving the “potential road access” depicted on the plan city file-stamped August 4, 2022. Pursuant to the Unified Development Ordinance Section 15-5.0202, all drives shall be improved with pavement of either asphalt or concrete and stormwater drainage facilities, as well as curb and gutter shall be installed. The applicant shall obtain approval of a Site Plan amendment or Minor Site Plan amendment for this future drive.

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

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

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

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

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

JAX INC. – SPECIAL USE
RESOLUTION NO. 2022-_____

Page 4

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2022.

APPROVED:

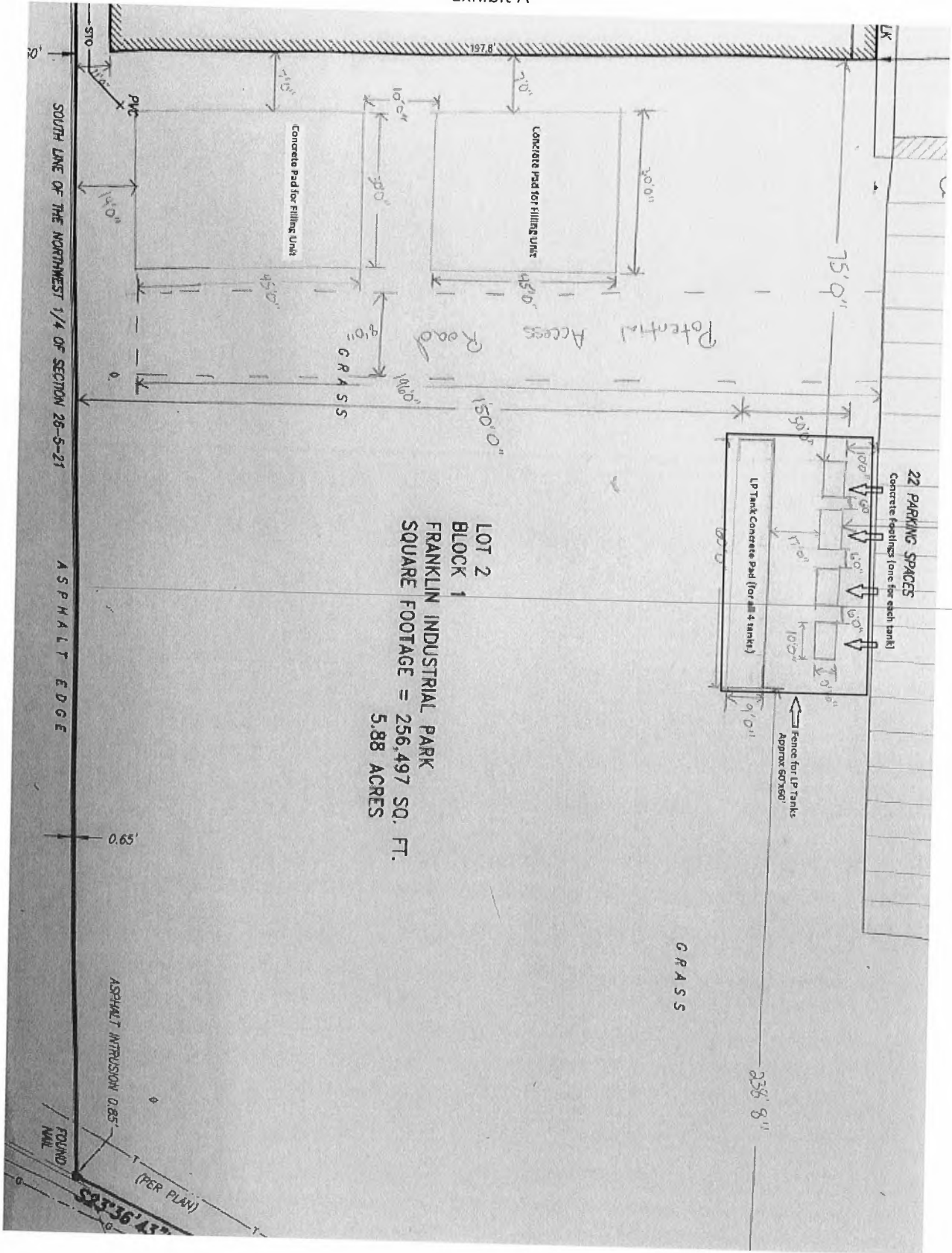
Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Exhibit A





CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION
Meeting of August 18, 2022
SPECIAL USE

Item C.1.

RECOMMENDATION: City Development Staff recommends approval of this Special Use application submitted by Jax, Inc. for canning and packing use at 9845 S. 57th Street, subject to the conditions set forth in the attached resolution

Project name: Jax Inc. Special Use
Property Address/Tax Key Number: 9845 S. 57th Street / 899 0002 000
Applicant: Jax, Inc.
Property owner: Allman Equities-Franklin, LLC
Agent: Kyle Peter. Jax, Inc.
Zoning District: Planned Development District (PDD) No. 7
(Franklin Industrial Park)
Aldermanic District: District 4
Use of Surrounding Properties: North: Industrial zoned M-1
East and South: PDD No. 7
West: Vacant zoned Park District (P-1)

Proposal: Canning and packing business moving into an existing building. Exterior improvements include a fenced area for LP tanks and concrete pads for filling units.
Staff Planner: Régulo Martínez-Montilva, AICP, Principal Planner

INTRODUCTION

Jax Inc. applied for a zoning compliance permit to allow for canning and packing of lubricant products. City Development staff denied this request because canning and packing businesses require a special use permit in the Franklin Industrial Park per Ordinance 85-864, Section 12.10(6). Additionally, the applicant submitted a Minor Site Plan amendment application to allow for a fenced area for 6 LP tank pads and 2 concrete pads for filing units to be located east of the main building. This Minor Site Plan amendment application is currently on hold waiting for the approval of the Special Use permit.

PROJECT DESCRIPTION AND ANALYSIS:

After providing additional information requested in Memorandum dated July 14, this request has been substantially complete for a special use permit, allowing for Section § 15-3 0701 of the Unified Development Ordinance (UDO) sets out the General Standards for Special Uses. The applicant has submitted responses to each of those standards, asserting that there will be no undue adverse impact or interference with surrounding development as a result of this special use, and that the building is already served by public utilities. The applicant asserts that there will be no undue traffic congestion, no destruction of significant features, and that the business will comply with all standards

The intent of the Planned Development District No. 7 is “to assist in enhancing the development of the City of Franklin Industrial Park for a general mix of light industry, office uses, industrial service uses, wholesale and warehousing uses, and associate public and community service uses” The proposed canning and packing use appears to be consistent with the district intent.

Unified Development Ordinance (UDO) Section § 15-3.0703 Detailed Standards for Special Uses in Nonresidential Districts does not apply to this project, as the proposed special use is not one of the specified special uses in this section.

With regards to UDO Section 15-3.1100 Hazard Abatement Performance Standards, the applicant indicated that the pump will generate minimal noise, no odors will be emitted, as well as no vibration, smoke, glare, or heat emitted will be emitted.

STAFF RECOMMENDATION:

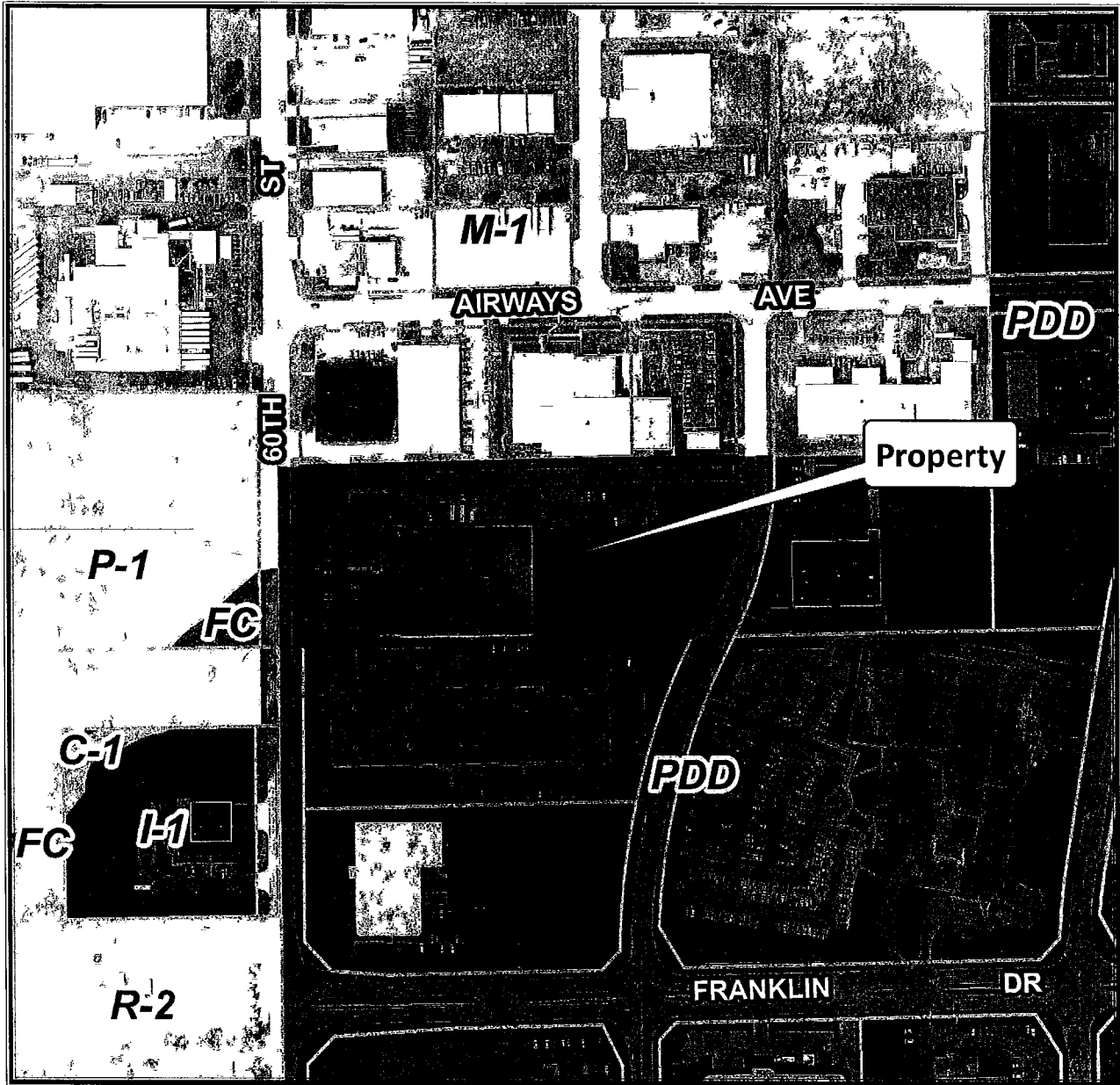
City Development Staff recommends approval of this Special Use application submitted by Jax, Inc. for canning and packing use at 9845 S. 57th Street, subject to the conditions set forth in the attached resolution

The proposed exterior improvements require approval of a Minor Site Plan which has already been submitted by the applicant

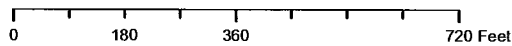
It is worth noting the staff recommendations below:

- The applicant shall submit a Landscape Plan as part of the Minor Site Plan amendment indicated above, depicting landscape screening in the area between the proposed exterior improvements and S. 57th Street, at least 3 trees and 6 shrubs shall be required for screening purposes. (Condition of approval #7).
 - Staff comment: per Planned Development District No. 7, Ordinance No. 85-864, Section (12), at least 1 tree per 50 feet are recommended for screening purposes. The distance between the parking lot and the south property line is 150 feet, therefore at least 3 trees are recommended.
- Pursuant to Planned Development District No. 7, Ordinance No. 85-864, Section 14, the applicant shall revise the site plan to depict a solid wall or fence around the LP tanks for screening purposes. A chain-link fence with privacy slats is acceptable for this purpose. (Condition of approval #8).

9845 S. 57th Street
TKN: 899 0002 000



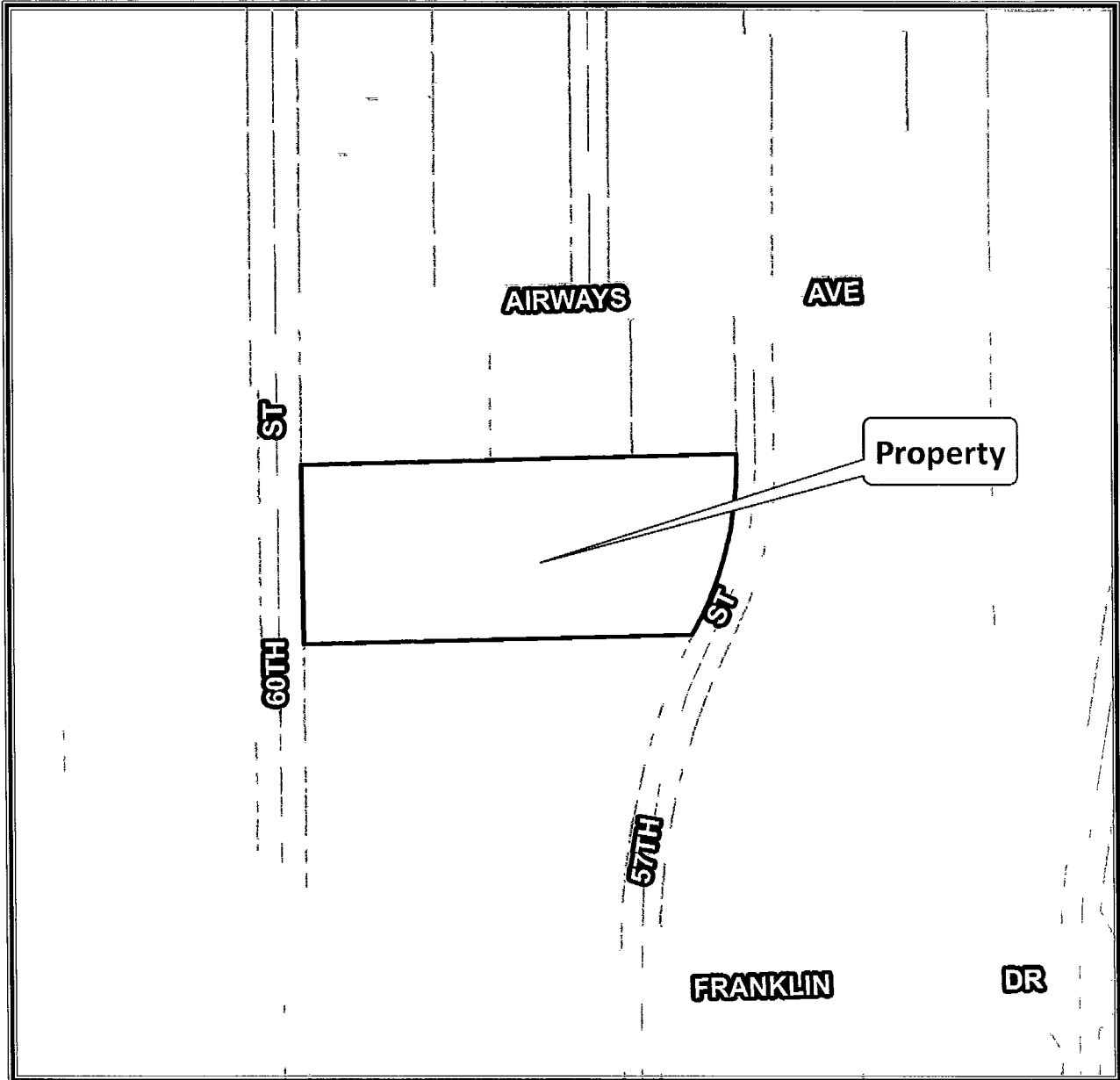
Planning Department
(414) 425-4024



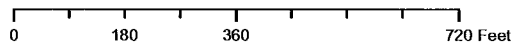
2021 Aerial Photo

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.

9845 S. 57th Street
TKN: 899 0002 000



Planning Department
(414) 425-4024



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



Planning Department
 9229 West Loomis Road
 Franklin, Wisconsin 53132
 (414) 425-4024
franklinwi.gov



APPLICATION DATE: _____
 STAMP DATE city use only
Franklin
 AUG 04 2022
 City Development

COMMON COUNCIL REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME: Kyle Peter	NAME: Same as Applicant
COMPANY: JAX INC	COMPANY:
MAILING ADDRESS: W134 N5373 Campbell Drive	MAILING ADDRESS:
CITY/STATE: Menomonee Falls, WI ZIP: 53051	CITY/STATE: ZIP:
PHONE: 262-781-8850	PHONE:
EMAIL ADDRESS: kcpeter@jax.com	EMAIL ADDRESS:

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: 9845 S 57th Street	TAX KEY NUMBER: 899 0002 000
PROPERTY OWNER: Allman Equities-Franklin LLC	PHONE: 734-459-1000
MAILING ADDRESS: 496 W Ann Arbor Trail, Suite 204	EMAIL ADDRESS: laura@allmanco.net
CITY/STATE: Plymouth, MI ZIP: 48170	DATE OF COMPLETION: <small>office use only</small>

APPLICATION TYPE

Please check the application type that you are applying for

- Concept Review
 Comprehensive Master Plan Amendment
 Planned Development District
 Rezoning
 Special Use / Special Use Amendment
 Unified Development Ordinance Text Amendment

Most requests require Plan Commission review and Common Council approval
 Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments

SIGNATURES

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).

- I, the applicant, certify that I have read the following page detailing the requirements for plan commission and common council approval and submittals and understand that incomplete applications and submittals cannot be reviewed

PROPERTY OWNER SIGNATURE 	APPLICANT SIGNATURE
NAME & TITLE: Jack Allman - Vice President DATE: 6/16/22	NAME & TITLE: Kyle Peter - President DATE: 6/14/22
PROPERTY OWNER SIGNATURE	APPLICANT REPRESENTATIVE SIGNATURE
NAME & TITLE: DATE:	NAME & TITLE: DATE:



June 16th, 2022

Project Narrative – JAX INC Special Use Application

JAX INC is a manufacturer and global supplier of the highest quality industrial, synthetic and food-grade lubricants for machinery and processes. All of our lubricants are blended and manufactured at our HQ facility in Menomonee Falls, WI At the 9845 S 57th Street location in Franklin, we intend to package these lubricants into aerosol cans.

The general process flow is as follows:

- Drop a ball (if necessary) into the can
- Fill a small amount of product (lubricant) into the can
- Place a valve on top and crimp the can shut
- Fill propellant into the can through the valve
- Place and actuator (button) and cap onto the can
- Label the can (if necessary)
- Place cans into cases and tape them up

Most of these functions are completed by highly automated equipment. There are also a multitude of quality checks throughout the process. We would be checking for things such as can weight, proper sealing, proper can pressure, etc. We look forward to becoming a fantastic business with a new home in Franklin! If you have any questions, please feel free to reach out.

A handwritten signature in black ink, appearing to read "K Peter".

Kyle Peter
President
kcpeter@jax.com
262-781-8850

JAX INC.

W134 N5373 Campbell Drive
Menomonee Falls, WI 53051
262-781 8850 800 782 8850
FAX 262 781 3906
www.jax.com

Property Legal Description – JAX INC Special Use Application

Lot Two (2) in Block One (1) in Franklin Industrial Park, being a re-division of Certified Survey Map No 3226 and a subdivision of land in part of the Southwest One-quarter (1/4) of the Northwest One-quarter (1/4), the Northwest One-quarter (1/4) and part of the Northeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Twenty-six (26), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin

Tax Key No. 899-0002-000
Address: 9846 S. 60th Street

DIVISION 15-3.0700

SPECIAL USE STANDARDS AND REGULATIONS

SECTION 15-3.0701

GENERAL STANDARDS FOR SPECIAL USES

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

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

Response: Yes, this is a packaging operation which would fall within the ordinance guidelines.

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

Response: Our proposed use will not have an undue, adverse impact. We will follow state and local guidelines to ensure we are running a safe operation.

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

Response: This is correct. We will be following local guidelines and zoning regulations.

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

Response: Yes, this is correct.

5. **No Traffic Congestion.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Response: Yes, this is correct. Traffic to our facility will be minimal and limited to first shift business hours.

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

Response: This is correct.

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

Response: Yes, we will.

- B. **Special Standards for Specified Special Uses.** When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in Section 15-3.0702 and 15-3.0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards.

Response: Understood.

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

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

Response: We will be establishing a profitable business and bringing more jobs to the area.

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

Response: We believe that the Franklin Industrial park where the building is located is an ideal location for an industrial packaging operation.

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

Response: We will be screening the outdoor tanks that are to be installed per Franklin guidelines. We have also consulted engineering about the storm water plan, and they have approved our proposed changes. We will not be changing the main site design, building, or elevations from its current state.

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

Response: We do not believe so. It is a highly automated operation that is confined to its location.



August 4th, 2022

Cover Sheet for Resubmittal – JAX INC Special Use Application

JAX INC is a manufacturer and global supplier of the highest quality industrial, synthetic and food-grade lubricants for machinery and processes. All of our lubricants are blended and manufactured at our HQ facility in Menomonee Falls, WI. At the 9845 S 57th Street location in Franklin, we intend to package these lubricants into aerosol cans.

Please see the following included in this resubmittal package:

- Responses to each staff comment on the Memorandum dated July 14th, 2022 from the Franklin Department of City Development
- The EnergysUSA proposal for the work that we are looking to do to the site
- The property legal description
- The original project narrative
- Printouts of the proposed site changes with dimensions along with 1 full size copy
- A fresh copy of the JAX response to Special Use Standards

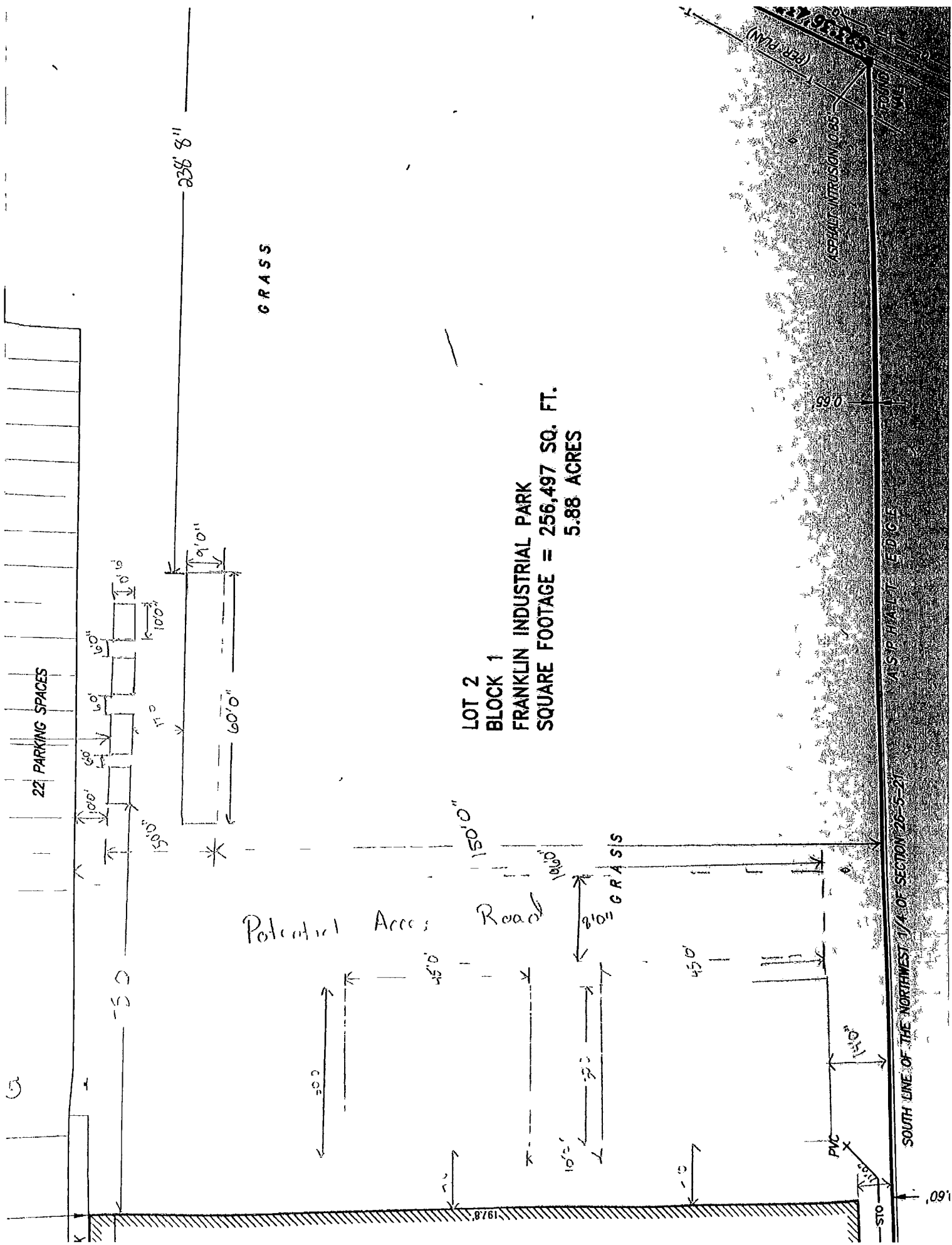
We look forward to becoming a fantastic business with a new home in Franklin! If you have any questions, please feel free to reach out.

A handwritten signature in black ink, appearing to read "K. Peter".

Kyle Peter
President
kcpeter@jax.com
262-781-8850

JAX INC.

W134 N5373 Campbell Drive
Menomonee Falls, WI 53051
262 781 8850 800 782 8850
FAX 262 781 3906
www.jax.com



22 PARKING SPACES

GRASS

LOT 2
 BLOCK 1
 FRANKLIN INDUSTRIAL PARK
 SQUARE FOOTAGE = 256,497 SQ. FT.
 5.88 ACRES

Potential Access Road

SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 26-5-21

ASPHALT EDGE

ASPHALT INTRUSION GRASS

PERMANENT

PVC

STO

MEMORANDUM

Date: July 14, 2022
To: Kyle Peter. Jax, Inc.
From: Department of City Development
Régulo Martínez-Montilva, AICP, Principal Planner
RE: Application for Special Use – Jax, Inc.
9845 S. 57th Street

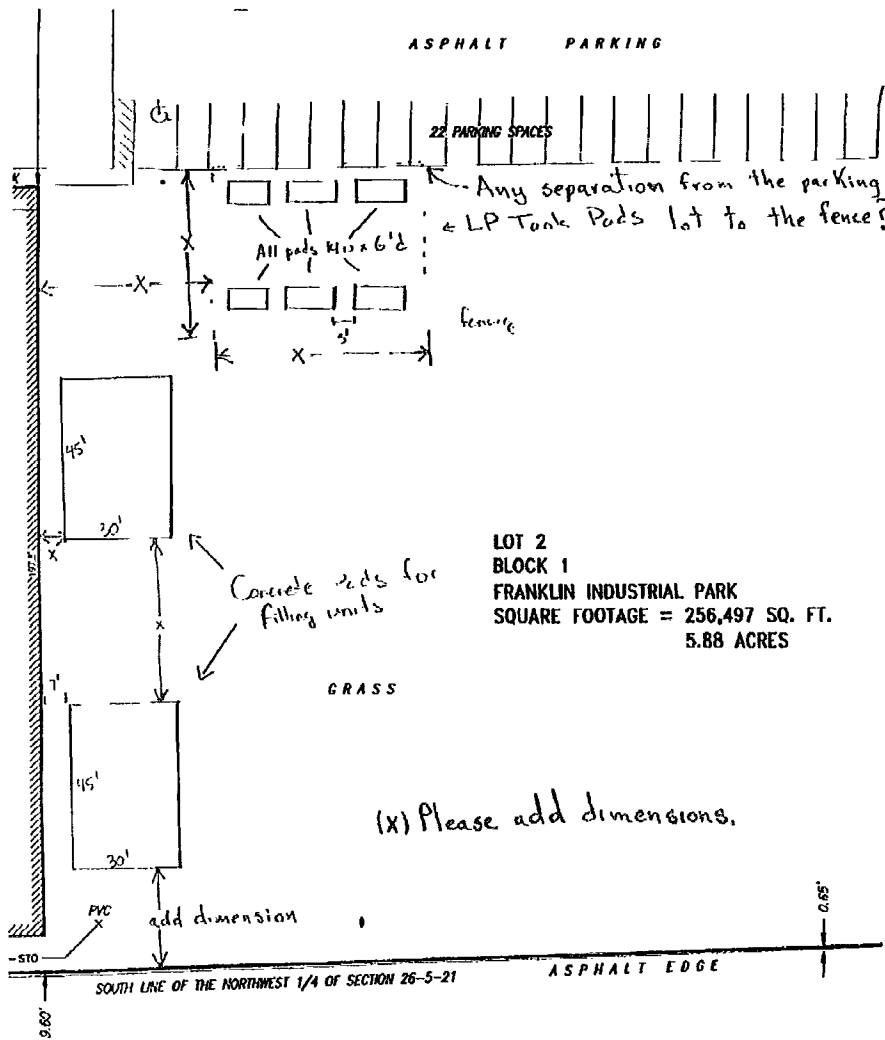
Staff comments are as follows for the above-referenced application received on June 20, 2022:

City Development Department comments

1. City Development staff has no comments regarding your responses to the General Standards for Special Uses.

2. Please add to the site plan the dimensions indicated below in red:

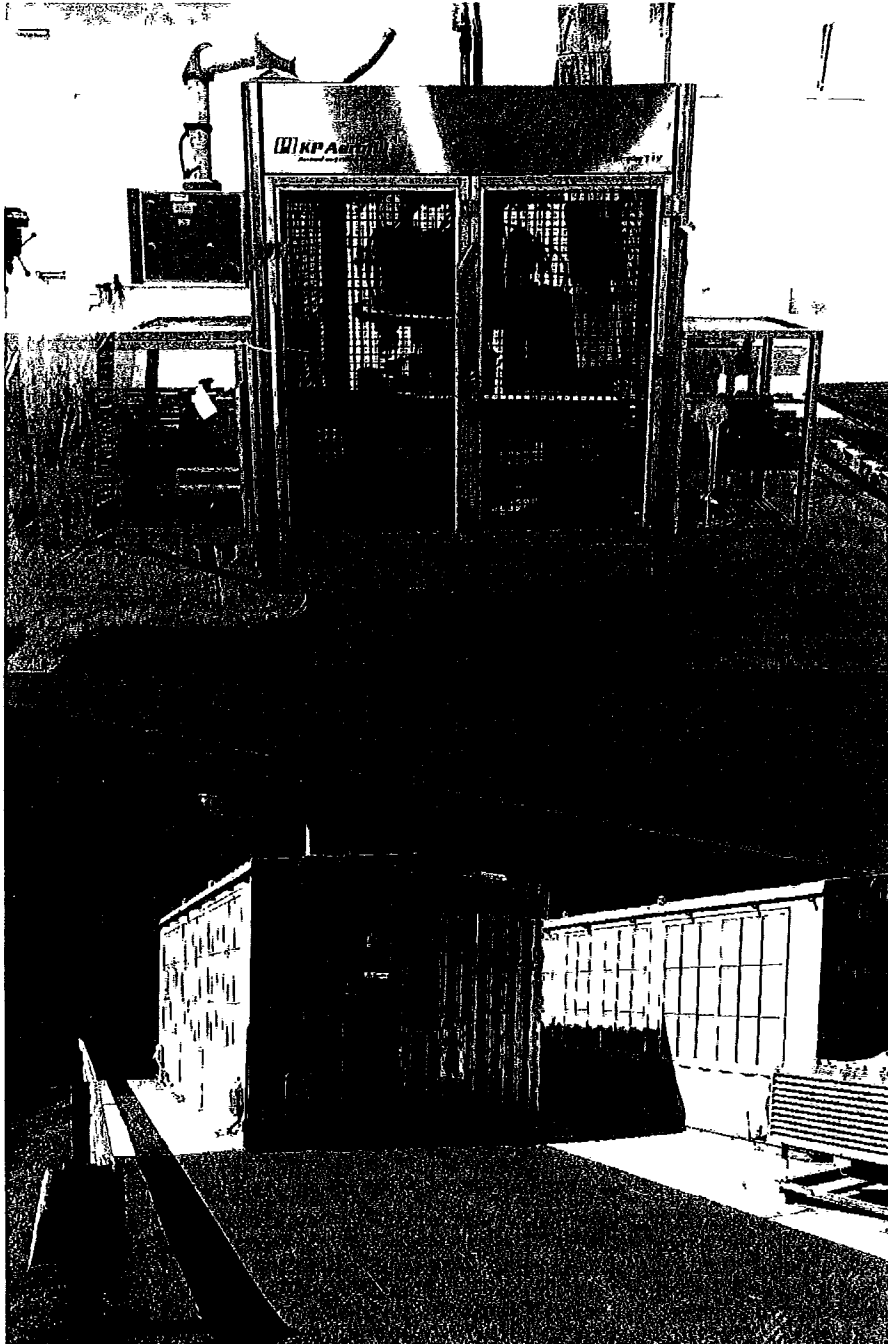
The design has changed slightly, so please refer to the updated drawings with this submittal. All dimensions should be on the updated drawing. We did not anticipate having any separation between the parking lot and fence. However, we will note that the section of parking lot that is shown will no longer be used as parking and blocked off as such. We will have plenty of parking spots by the front entrance of the building for our employees.



3. Please provide additional information about the fencing for the LP tank area, such as fence type, height and pictures? What is the surfacing material for the LP tank pads and for the rest of the LP tank fenced area?

The fence type and height are TBD. We have not selected one and are open to what is required by Franklin. Initially we were thinking a chain link fence with privacy slats inserted at a standard fence height. The surfacing material for the tank pads will be concrete. The rest of the fenced area will have loosely laid river rock so that water is allowed to flow through it.

4. Please provide additional information about the filling units, such as overall dimensions, height, manufacturer's specifications and pictures. Any screening or fencing to be installed around the concrete pads for the filling units? The overall dimensions for the filling units are approximately 8' high by about 12' wide. We have also included the spec of the filler from the manual. A picture of the actual filling units is below. Both filling units are the exact same model. These will be placed on the concrete pads, and they will be screened by a shed like structure. Please see the picture below of the shed structure. These sheds have many integrated safety features to allow for safe operation of the filler. When the sheds are installed, the pad will have approximately 5 extra feet of concrete on each side to allow us to access them and perform any maintenance.



5. Note that pursuant to Ordinance 85-864 Section 12.10(14), wire fencing or chain-link fence is not acceptable for screening purposes. This ordinance is attached for your reference.
We would like to work with you to understand exactly what type of fencing Franklin would require for screening the tanks.
6. City Development staff suggest the installation of landscape screening to the east of the proposed LP tank area and concrete pad for filling units in order to screen this equipment from public view. We can have a discussion here. The filling units would be fully screened from view. The tanks are painted and in good condition, so we don't believe they will be an eyesore, but are open to discussion on this topic.
7. Do the proposed filling units generate smoke emissions, glare, heat, noise, odors or vibration? If so, please provide information attesting compliance with the Unified Development Ordinance (UDO) Section 15-3.1100 Hazard Abatement Performance Standards available at <https://ecode360.com/33225668>
There is minimal noise from a pump. Non-odorized propellant is used, so no odors should be present or emitted. There is also no vibration, smoke, glare, or heat emitted.

Engineering Department comments

8. *Engineering has no comments for the Special Use proposal. However, on the proposed fence and pads, they need to submit a proposed Engineering plan (proposed grading, erosion control, etc.) for our review. A disturbance permit is required if more than 1/4 of an acre area of disturbance*

EnergysUSA will be performing this work for us (<https://energysusa.com/>). The current plan has us installing approximately 3,576 square feet of concrete pads. There is a tentative plan to provide an access road to the filling pads which could add another approx 1,300 square feet of a crushed gravel type path. This should be well under ¼ acre of disturbance. The EnergysUSA proposal is attached.

Fire Department comments

9. *The fire department does not have a problem with the special use; however the applicant will need to provide confirmation that the building's sprinkler system is adequate and appropriate for the work processes taking place, and for the quantity and type of materials that will be stored and processed*

Yes, this is agreed upon. We are currently working with DesignBuild (<http://www.designbuildfire.com/>) to design and develop the fire protection system for the plant. They will help us ensure that the system is fully compliant.

General requirements are as follows:

1. *Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types*
2. *Pre-existing fire alarm and fire sprinkler systems shall be maintained in compliance with relevant code.*

3. *Fire Extinguisher placement as per NFPA 10.*
4. *Fire Department Connection (FDC), and hydrant placement and density must be acceptable to AHJ (applies to new construction).*
5. *At no time may any Hazardous, Combustible, or Flammable Materials exceed allowable quantities.*
6. *Master Key set required for placement in Knox Box (if required).*
7. *Permitting and submittal instructions for fire protection system review and inspection can be found at: <https://www.franklinwi.gov/Departments/Fire.htm>*

Inspection Services Department comments

10. *Inspection Services only has preliminary comments on the proposal at this time. Building, Plumbing, HVAC & electrical Permits will be required for any new work being done. An Occupancy permit will be needed to occupy the building for the new business. The LP gas storage area will need to be constructed/installed in accordance with the State of Wisconsin adopted International Fire Code and NFPA 58.*

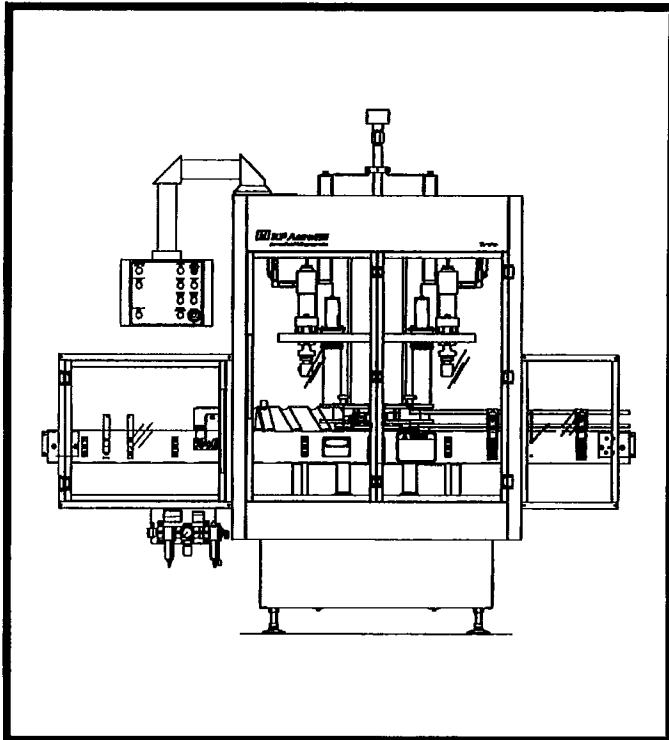
This is understood and will be taken into account

Police Department comments

11. *The PD has no comment regarding this request.*

PKP Aerofill

Aerosol and Filling Systems



Model 1660 Simplex Rotary Pressure Filler

Packaging Technologies
807 West Kimberly Road
Davenport, Iowa 52806 U.S.A
Phone (319) 391-1100

Manual Part No.: 075-01660-000 - ENGLISH

OPERATOR & SERVICE



PROPELLANT PLANT INSTALLATION

JAX, INC. FRANKLIN, WI

1. Energys USA, Inc will submit all required paperwork and site plans required by the State of WI for placement of the customer owned vessels. Includes 1 set of shop drawings, filing fee, and paperwork needed for conditional approval. All installations must follow WI current edition of NFPA 58 2011, and IFC 2012. Any additional requirements from local jurisdiction will be above and beyond this estimate. We recommend obtaining local fire marshal approval prior to state submittals.
2. Energys USA, Inc will excavate 2 common footings for tank placement. Footings will be 48'L x 9'W x 4'D and 22-feet on center. Footings will be backfilled if needed for ground strength rating of 2500lbs. Footings will be formed with #5 rod, 24-inches on center, and poured with 4000psi concrete at an estimated 24-inches thick.
3. Energys USA, Inc. will form and pour 3 sets of piers. Piers will be 16-inches thick, reinforced with #5 rod 12-inches on center throughout. Pier radius will match each existing vessel with rubber matting reinforced with stainless steel for tank isolation. All concrete will be 4000psi at 29-day. Minimum cure time before tank placement will be 15-days.
4. Energys USA, Inc. will provide crane service and rigging for tank placement. Includes semi and trailer available for staging vessels.
5. Energys USA, Inc. will provide all new valving for each vessel. Each liquid 3-inch inlet/outlet will include a 500gpm MEC pneumatic internal valve protected by a 3-inch FPT MEC globe valve. Each 2-inch liquid inlet will include a 2-inch 260gpm pneumatic internal protected by a 2-inch FPT MEC globe valve. Each 1 ¼-inch vapor equalization opening will include a 85gpm MEC mechanical internal protected by a 1 ¼-inch FPT globe valve.
6. Each vessel will include a new liquid level float gauge assembly. Monitor ready dial plate indicators are available. We recommend OTODATA monitoring. (We can provide their information). Each vessel will include a combination pressure gauge assembly with a 0-300psi gauge. Each vessel will include a -40-200-degree temperature gauge.
7. Top of each vessel will include a 2-inch mini quad port relief system with 3, 250psi reliefs. 2 reliefs will be in service on each vessel. 3rd relief will be used during routine replacement of reliefs, recommended every 10-years or sooner based on insurance requirements.
8. Energys USA, Inc. will pour one 24'W x 44'L 6-inch-thick equipment pad in front of vessels. Pad will extend from front piers out to approximately 10-feet from vessel heads.



Equipment pad will be used to house each pump set assembly, pipe work, and transitions from each pump set.

9. Energys USA, Inc. will provide all mechanical interconnect in front of vessels. Pipe schedule will be A106 seamless carbon steel. All liquid supply to each pump set will be 2-inch welded. Each pump set return will be 2-inch welded/threaded. Pump outlets will be 2-inch welded and flanged for underground transitions.
10. Energys USA, Inc. will supply all new pump interconnect including new bypass assemblies, new 2-inch inlet strainers, new 2-inch inlet flex lines, and all required isolation valves and gauge sets needed. **See options below for pump set rebuilds or replacements.**
11. Provide and install one additional Z2000 Corken high differential pump set. Unit will be complete with a 5hp 3-phase motor, 225psi bypass, inlet strainer, flex, gauge set, and isolation valves. **Price of pump in optional section.**
12. Each pump set will be staged approximately 5-feet off vessel surface. All electrical interconnect, switch assemblies, and starters will be the responsibility of the site electrician.
13. Energys USA, will install 3, 3 x 1 ¼ -inch transport bulkhead stations. Each bulkhead will be staged on the North side of the vessels, 10-feet from the vessel surface, and even with the existing asphalt parking lot. Bulkheads will include a 3-inch site flow with back check and globe valve on transport fill and 1 ¼-inch ESV with globe valve and flex for vapor equalization. Each bulkhead will be protected by 2, 4-inch schedule 40 crash posts, concrete filled, and includes bollard covers. **See optional section for additional crash posts.**
14. Energys USA, Inc. will provide all mechanical interconnect from transport bulkheads to tank valving. Liquid inlet will be A106 seamless 3-inch carbon steel, welded. Vapor equalization will be A106 seamless 1 ¼-inch SCH80 threaded.
15. All pipe will be supported a minimum of every 10-feet. 440psi hydrostats will be install at all liquid trap points.
16. Energys USA, will install a complete pneumatic emergency shutdown system. Includes, nitrogen bottle mount (nitrogen provided by others), regulator, all pneumatic line, connections, and actuators. 2 Main ESV shutdown stations will be installed at rear piers in line of site from transport bulkheads. Additional shutdown station will be provided by the building next to the gas houses. System designed to run off tank vapor with nitrogen provisions during extreme cold weather operation.
17. Energys USA, Inc. will provide all underground pipe interconnect to gas houses. Each pump set will have 2, 2-inch underground transitions, one to each gas house.



Underground pipe will be A106 seamless, coated, carbon steel, welded at each section, and wrapped for protection. Includes all SCH40 transitions, dielectric isolation flanges, shutoffs, and hydrostatic protection. Each pipe transition will have a 17lb anode buried 4-feet deep with 14-gauge tracer wire and stainless lug connection at each riser. Includes initial cathodic testing. Annual cathodic testing will be required thereafter. Ground soil sampling will be required prior and is the responsibility of Jax. Pipe will be buried no less than 40-inches below grade. Minimum of 12-inch sand base and sand coverage included. Final grade provided with topsoil and seed.

18. All pipe will be pressure tested at 1 ½ times send out pressure for a minimum of 24-hours.
19. Energy USA will purge tank prior to first fill. Includes all manpower, flaring, and methanol. Jax to arrange transport truck on site for vapor supply.
20. Includes all tank decals including, Hazmat, Flammable, No Smoking and product identification labels.
21. Includes 2, 20LB ABC rated fire extinguisher with mounting brackets located next to each E-stop on outside piers.
22. Includes required Fire Safety Analysis.
23. Includes all travel, excavation, parts, labor, and per diem.
24. 2-year warranty on all parts and labor.
25. Annual service contract available for plant audit and safety inspection.
26. Includes all aboveground pipe paint. Pipe will be painted with 2 coats of direct to metal industrial white. All vapor and liquid labels will be installed at 10-foot minimum distance and at each transition.

APPROVAL <i>Star</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE September 6, 2022
REPORTS & RECOMMENDATIONS	Approve Building Permit Review/Plan for the Proposed Rock Sports Complex Challenge Tower	ITEM NUMBER G.10.

Background

On May 5, 2022, the Rock Sports Complex received a Site Plan Amendment (Resolution 2022-012) to construct a "Challenge Tower" at the Rock sports Complex located at approximately 7011 S. Ballpark Drive. A Building Permit Application was submitted to the Department of Inspection Services for the challenge tower structure on August 8, 2022.

As shown in the attached pictures, the proposed 3-story, unenclosed structure is approximately 50 feet tall, 57 feet in diameter, and includes a stairway leading from grade to an occupiable flat deck platform on top of the structure. It is staff's understanding that the proposed structure is currently being deconstructed in another state and moved to the Franklin site where it will be reconstructed.

Staff research on "Challenge Towers" in Wisconsin revealed that they are neither regulated by the Wisconsin Department of Safety & Professional Services (DSPS) as an "Amusement Ride" under SPS 334 or "Public Building" under SPS 361. This information was confirmed through discussions and email correspondence with representatives of both DSPS Amusement Ride and Commercial Buildings Programs. According to DSPS, there are similar "unregulated" structures that exist in the Wisconsin Dells, Bristol, and Milwaukee.

The City of Franklin, under Municipal Code Section 92-2 [UBC 30.05], requires a Building Permit for any accessory building or structure. Accessory structures are defined very broadly under the City of Franklin Unified Development Ordinance Section 15-11.0103.

The current plans on file provide engineering analysis on the soils and foundation for the proposed Challenge Tower. The plans for the above-grade portion of the structure lack several construction details, including, but not limited to, member sizing (beam/tube size/material), bracing, fasteners/connections, stairs, guards, deck platform, and residual strength of used materials.

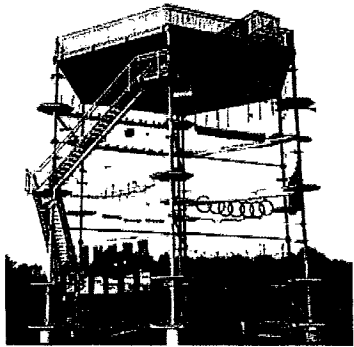
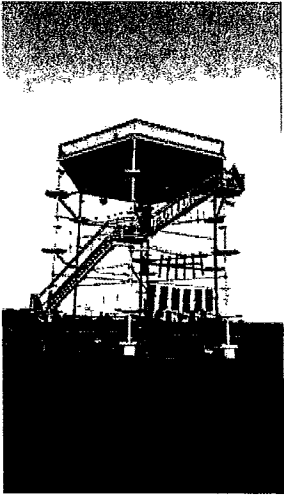
Recommendation

Given its uniqueness, the Director of Inspection Services recommends that the construction plans for the Challenge Tower be signed and sealed by a Wisconsin licensed design professional and also require an independent third party licensed design professional to inspect the structure during all phases of construction and provide an inspection and compliance report to the City indicating the structure was constructed in accordance with the most restrictive provisions included in the Wisconsin Commercial Building Code and manufacturer's installation specifications. Inspection Services further recommends that the owner provide an insurance certificate naming the City of Franklin as an additional insured, with the following coverage amounts: (1) General/Commercial Liability - \$5 Million, (2) Auto - \$1 Million, (3) Worker's Compensation – Statutory, and (4) Property - \$1 Million.

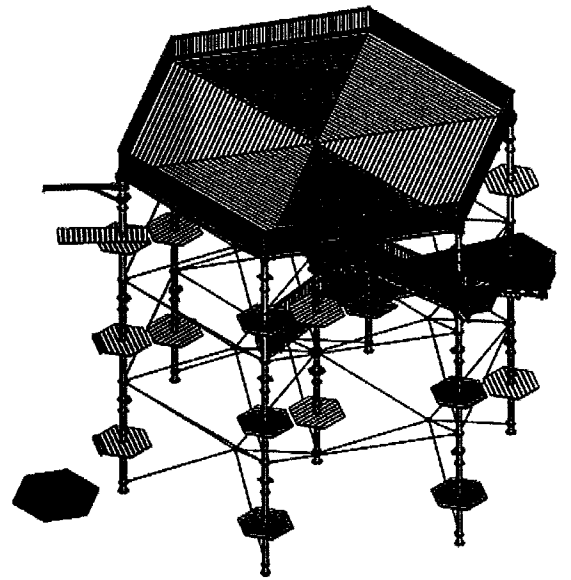
COUNCIL ACTION REQUESTED

Motion to approve the Building Permit/Plan, as detailed in the recommendation above, for the proposed Rock Sports Complex Challenge Tower.

Phytus Lampeerfi 1968-5



Land complete er



APPROVAL 5/11/22	REQUEST FOR COUNCIL ACTION	MEETING DATE September 6, 2022
REPORTS AND RECOMMENDATIONS	<p align="center">A Resolution to Grant an Underground Distribution Easement for Gas to Wisconsin Electric Power Company for City of Franklin Owned Parcel Between West Forest Home Avenue and the Service Road North of W. Rhoder Avenue Between Outlot 1 and Parcel 2 of CSM #3148 (TKN 704-9967-003)</p>	<p align="center">ITEM NUMBER</p> <p align="center">G.11.</p>

BACKGROUND

Wisconsin Electric Power Company, doing business as WE Energies needs a Distribution Easement Underground. Wisconsin Electric Power Company is requesting an easement for the installation of the services on the City of Franklin property.

The requested easement is on a parcel dedicated to the City for public purposes, per the recorded CSM #3148.

ANALYSIS

The utility needs to relocate to be out of the way for the upcoming improvements of West Forest Home Avenue, by Milwaukee County.

FISCAL NOTE

There is no fiscal impact for this easement.

OPTIONS

- A. Authorize Staff to execute the enclosed easement.
- B. Refer back to Staff with further direction.

COUNCIL ACTION REQUESTED

(Options A) Adopt Resolution 2022- _____ a resolution to grant an underground distribution easement to Wisconsin Electric Power Company for City of Franklin owned parcel between West Forest Home Avenue and the Service Road North of W. Rhoder Avenue between Outlot 1 and Parcel 2 of CSM #3148 (TKN 704-9967-003).

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

**RESOLUTION TO GRANT AN UNDERGROUND
DISTRIBUTION EASEMENT FOR GAS
TO WISCONSIN ELECTRIC POWER COMPANY
FOR CITY OF FRANKLIN OWNED PARCEL
BETWEEN FOREST HOME AVENUE AND THE
SERVICE ROAD NORTH OF W. RHODER AVENUE
BETWEEN OUTLOT 1 AND PARCEL 2 OF CSM #3148
(TKN 704-9967-003)**

WHEREAS, Milwaukee County is proposing to repave West Forest Home Avenue from W. Rawson Avenue to West Speedway Drive; and

WHEREAS, Wisconsin Electric Power Company needs the 10-foot-wide easement to cross on a City owned parcel.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Mayor and City Clerk may execute a document to grant an easement to Wisconsin Electric Power Company at the City-owned parcel, Outlot 1 of CSM #3148. Tax Key Number 704-9967-003.

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

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

GEM

**DISTRIBUTION EASEMENT
GAS**

Document Number

WR NO. **4710591** IO NO **MRL48502113**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF FRANKLIN**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as the south ten (10) feet of **Outlot 1 of Certified Survey Map No. 3148** recorded in the office of the Register of Deeds for Milwaukee County on August 24, 1977, **Reel 1044, Images 605-607 as Document No. 5134951**, being a part of the **Northeast 1/4 of Section 6, Township 5 North, Range 21 East**, City of Franklin, County of Milwaukee, State of Wisconsin

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document

RETURN TO
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W MICHIGAN STREET, ROOM P129
PO BOX 2046
MILWAUKEE, WI 53201-2046

7049967003
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin gas codes or any amendments thereto
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto
8. **Easement Review** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period

Grantor:

CITY OF FRANKLIN

By _____

(Print name and title). _____

By _____

(Print name and title). _____

Personally came before me in _____ County, Wisconsin on _____, 2022,

the above named _____, the _____

and _____, the _____

of the CITY OF FRANKLIN, for the municipal corporation, by its authority, and pursuant to Resolution File

No _____ adopted by its _____ on _____.

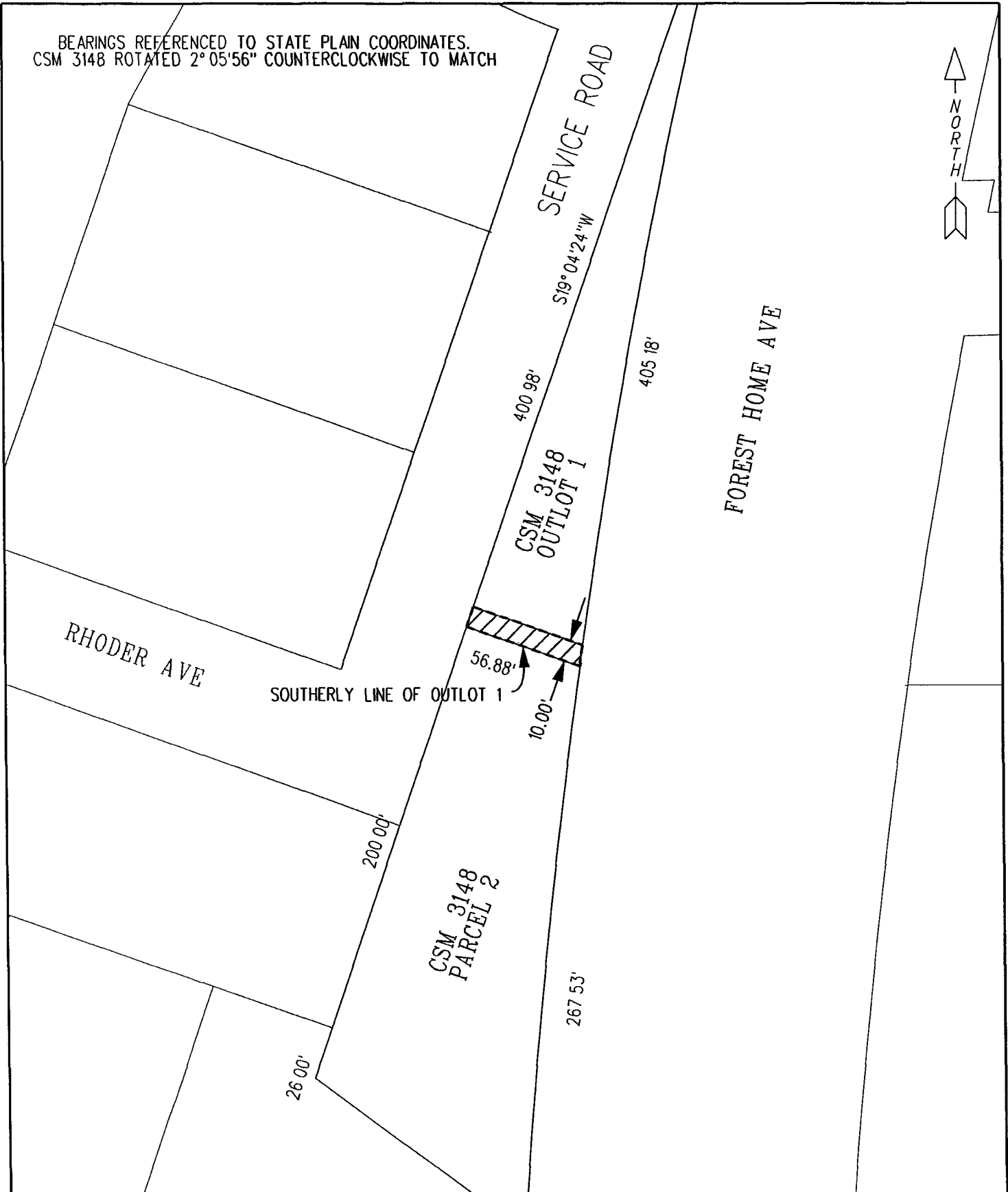
Notary Public Signature, State of Wisconsin

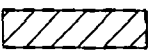
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

BEARINGS REFERENCED TO STATE PLAIN COORDINATES.
 CSM 3148 ROTATED 2° 05' 56" COUNTERCLOCKWISE TO MATCH



KEY	WE ENERGIES - EXHIBIT "A"	DRAWN BY D COOPER
 10' WIDE EASEMENT AS DENOTED	10' WIDE EASEMENT IN PART OF THE NE 1/4 OF SECTION 6, T5N R21E CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN	SCALE 1" = 60' DATE 08-09-2022 ORDER # 4170591

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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;">9/6/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Request to Contract with the Federal Emergency Management Agency (FEMA) for Integration of its Integrated Public Alert & Warning System (IPAWS) with the City's Wireless Emergency Notification System (WENS) Vendor, Inspiron Logistics, to Expand Emergency Alerts in Franklin</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.12.</p>

Background

The Integrated Public Alert & Warning System (IPAWS) is the Federal Emergency Management Agency's (FEMA) national system for local alerting that provides authenticated emergency and life-saving information to the public through mobile phones using Wireless Emergency Alerts (WEA) to radio and television via the Emergency Alert System and to the National Oceanic and Atmospheric Administration's (NOAA) weather radio.

FEMA has requested to contractually allow for integration between IPAWS and Wireless Emergency Notification System (WENS) providers, where data, alerts, and geofencing information would be exchanged between providers cloud service to cloud service. This would allow for roaming cell phone users who are not citizens of Franklin to receive the same alerts as subscribers to the City's WENS system. Authorization for this integration is granted through a signed contract with FEMA.

The City would not need to perform any configuration or setup for this integration. The only requirement would be to test the system once it is fully integrated with our WENS provider, Inspiron Logistics.

Fiscal Impact

There is no cost for this integration other than staff time to work with both agencies to coordinate the functionality.

Recommendation

This item was considered at the August 31, 2022 Technology Commission Meeting. The Commission approved a motion recommending the integration of the FEMA IPAWS system with the City's WENS system to allow data, alerts, and geofencing information to be shared with the City's WENS service provider, Inspiron Logistics. The Commission further recommended that this information be shared with Franklin residents via an article in the September or December newsletter, depending on the timing of a "go live" date, as well as be provided on the City's website. Attached is draft correspondence to be provided in an upcoming City newsletter and on the City website.

COUNCIL ACTION REQUESTED

Authorize the City to contract with FEMA for integration of its IPAWS system with the City's WENS vendor, Inspiron Logistics, to expand emergency alerts in the City of Franklin.

Emergency Alerts Expanded in Franklin (Newsletter Article)

The City of Franklin is partnering with its wireless emergency notification system (WENS) vendor, Inspiron Logistics, and the federal Integrated Public Alert & Warning System (IPAWS) to expand emergency services alerts for those in the immediate or nearby areas of life-threatening emergencies and disasters such as: weather, active shooters, and other critical incidents.

One of the major benefits of IPAWS is that it allows public safety officials to quickly alert the public in specific geographic areas about life-threatening emergencies and disasters. The IPAWS platform does not require individuals to opt in, and allows the alerting originators to send warnings and safety procedures through text, TV, radio, and other mediums. IPAWS will be accessed through WENS and does not require any additional hardware, software, or cost.

Currently all mobile/cellular providers allow wireless emergency alerts (WEA) to be broadcast through their cell sites. The only reason(s) a cell phone user would not receive a WEA on their cell phone is if their phone is on airplane mode, the cell site was undergoing maintenance or out of service, or the cell phone user opted out of receiving WEAs.

Emergency Alerts Expanded in Franklin (Website and long article if needed)

The City of Franklin is partnering with its wireless emergency notification system (WENS) vendor, Inspiron Logistics, and the federal Integrated Public Alert & Warning System (IPAWS) to expand emergency services alerts for those in the immediate or nearby areas of life-threatening emergencies and disasters such as: weather, active shooters, and other critical incidents.

One of the major benefits of IPAWS is that it allows public safety officials to quickly alert the public in specific geographic areas about life-threatening emergencies and disasters. The IPAWS platform does not require individuals to opt in, and allows the alerting originators to send warnings and safety procedures through text, TV, radio, and other mediums. IPAWS will be accessed through WENS and does not require any additional hardware, software, or cost.

There are a number of types of emergency messages that can be delivered through IPAWS; Wireless Emergency Alerts (WEA) are the most commonly broadcast messages and fall into a variety of categories. The Franklin Police Department would primarily use Public Safety Alerts and Imminent Threat Alerts. These are short emergency messages that are broadcast from cell towers to any WEA-enabled mobile device in a locally targeted area. They do not adhere to the same rules as a standard SMS text message and, therefore, will not be throttled or considered SPAM. Additionally, a URL/link can be included in the WEA to provide further detailed information.

The benefits of sending a WEA through IPAWS:

- Receiver does not have to opt in or subscribe.
- WEAs are not affected by network congestion.
- WEAs do not track your location; they are broadcast from area cell towers to mobile phones within the defined geographic location. Every WEA-capable phone/mobile device within range receives the message.
- WEA messages are free and do not count toward your texting limits on your wireless plan.
- If you are on a phone call when a WEA is sent, the message will be delayed until you finish your call.
- WEAs are not subscription based; you do not need to provide personal information in order to receive alerts. WEAs are based on location. You will receive a WEA message even if you are:
 - In an area where you don't live
 - Outside the area where your phone is registered (your cell phone plan)
 - If you travel into an area after a WEA was sent, your WEA-capable device will receive the message if the alert is still active.
- Enhanced geo-targeting reaches 100% of the targeted area with no more than 1/10th of a mile (528 feet) overshoot.

Currently all mobile/cellular providers allow WEAs to be broadcast through their cell sites. The only reason(s) a cell phone user would not receive a WEA on their cell phone is if their phone is on airplane mode, the cell site was undergoing maintenance or out of service, or the cell phone user opted out of receiving WEAs.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE September 6, 2022
Reports & Recommendations	A Resolution to Award Change Order No. 1 For A Drain Tile and Driveway Access And Change Order No. 2 For Asbestos Work To Buteyn-Peterson Construction Co., Inc. For The Franklin Corporate Park – South Hickory Street Improvements In the Amounts Of \$15,139.10 And \$4,000, Respectively	ITEM NO. G.13.

BACKGROUND

On April 19, 2022, Common Council awarded the S. Hickory Street improvements to Buteyn-Peterson Construction Co., Inc. in the amount of \$2,993,327.00. S. Hickory Street will be a new street in the Franklin Corporate Park connecting W. Oakwood Road to the current terminus of W. Elm Road. Improvements to W. Oakwood Road were added to accommodate development along S. Oakwood Road. This work is included in the Tax Increment District (TID) 8 and needed for commitments to developers within TID 8.

ANALYSIS

Construction is progressing for Buteyn-Peterson and there are two issues that require change orders.

Change Order No. 1 involves two issues:

1. A discovered clay drain tile flows from the east to the west. This tile was found and replaced during the utility project but the tile in the rest of the right-of-way was found to be in poor condition. Staff issued a work directive to replace 93.5 feet of defective 10-inch tile in the City's right-of-way and Wangard is in the process of replacing the tile across their property to outlet. This effort cost \$15,139.10 for the labor and materials.
2. Providing driveway access to two properties on the east side. Ms. Marilyn Spencer contacted staff about access to two parcels that her family owns (TKNs 951-9994-004 and 951-9996-005). Because of the natural resources, these lots are not suitable for building, but improved ability to access the properties were desired. Staff worked with Ruckert & Mielke to modify the design of the bio-basins to allow for a widened non-paved driveway path. Because this change was requested early, this effort has no measurable change in labor and will have minimal change in quantities for stone that will be measured with stone for other portions of the work.

Change Order No. 2 involves additional environmental work needed to abate asbestos in the old farmhouse. Asbestos was discussed in the previous reports but not all areas were accessible during those inspections. This change order is 2,500 to \$4,000, depending on the amount that is present.

These activities were/are necessary. Approval of the change orders is needed. Fortunately, the budget allowed for contingencies to cover these unexpected types of issues.

OPTIONS

Approve the Change Orders. If desired, Staff could return with another change order reduction for final quantities for items that the City could self-perform- strongly not recommended.

FISCAL NOTE

The Tax Increment District (TID) 8 budget and borrowing which was already executed for the construction of this road was \$3.5 million. Currently, the project is just less than \$500,000 under budget.

\$257,750.00	R&M Amendment 4- Hickory Road design work (Nov 16, 2021)
\$28,100.00	R&M Amendment 5- Oakwood median design work (Dec 21, 2021)
\$2,993,327.00	Buteyn-Peterson construction project (April 19, 2022)
\$444,550.00	R&M Amendment 6 for full time inspection services (April 19, 2022)
\$(874,232.70)	Reimbursement from MMSD Green funds (May 3, 2022)
\$46,110.00	PSI Contract for materials testing (June 7, 2022)
\$92,666.25	WE Energies Relocation Work (June 7, 2022)
\$15,139.10	BP Change Order No. 1- Drain Tile / Driveway Access (September 6, 2022)
\$4,000.00	BP Change Order No. 2- Asbestos (September 6, 2022)
<u>\$3,007,409.65</u>	Current total for Hickory Street (40-0331)

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2022 - _____, a resolution to award Change Order No. 1 for a drain tile and driveway access and Change Order No. 2 for asbestos work to Buteyn-Peterson Construction Co., Inc. for the Franklin Corporate Park – South Hickory Street Improvements in the amounts of \$15,139.10 and \$4,000, respectively.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

A Resolution to Award Change Order No. 1 For A Drain Tile and Driveway Access And
Change Order No. 2 For Asbestos Work to Buteyn-Peterson Construction Co., Inc. For
The Franklin Corporate Park – South Hickory Street Improvements
In the Amounts Of \$15,139.10 And \$4,000, Respectively

WHEREAS, the City of Franklin is constructing a new street in the Franklin Corporate Park known as S. Hickory Street to serve the area included in Tax Increment District (TID) 8; and

WHEREAS, Buteyn-Peterson Construction Co., Inc. was awarded the contract to construct the project; and

WHEREAS, additional work was required to install a drain tile and provide an entrance to two properties; and

WHEREAS, additional work is needed to abate previously unidentified asbestos; and

WHEREAS, additional labor and materials are justified in the amounts of \$15,139.10 for the drain tile / driveway and \$4,000 for the asbestos.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to award Change Order No. 1 for a drain tile and driveway access and Change Order No. 2 for asbestos work to Buteyn-Peterson Construction Co., Inc. for the Franklin Corporate Park – South Hickory Street Improvements in the amounts of \$15,139.10 And \$4,000, respectively.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2022, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Date of Issuance August 10, 2022	Effective Date August 10, 2022
Project Franklin Corporate Park	Owner City of Franklin
Contract South Hickory Street Pavement Improvements	Owner's Contract No
Contractor Buteyn-Peterson Construction Co , Inc	Engineer Ruekert & Mielke, Inc
Address N7337 Dairyland Drive	Engineer's Project No 58-10013 310
Sheboygan, WI 53083	Effective Date of Contract May16, 2022

The Contract is modified as follows upon execution of this Change Order

Description

Provide additional compensation to Buteyn-Peterson Construction Co , Inc for removal and replacement of existing drain tile completed under Work Change Directive No 1 and for construction of a new vegetated access driveway Details of both items can be found in the documents attached to this change order

Reason for Change Order

See attachments

Attachments

- 1 Attachment A for Change Order No 1 prepared by Ruekert & Mielke, Inc
- 2 Approved Work Change Directive No 1
- 3 Revised Drawings (Sheet GR-02R-1, PS-03R-1 and PS12R-1)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 2,993,327 00	Original Contract Times Substantial Completion <u>December 23, 2022</u> Ready for Final Payment <u>September 16, 2023</u> days or dates
Changes from previously approved Change Orders \$ 0 00	Changes from previously approved Change Orders Substantial Completion <u>0</u> Ready for Final Payment <u>0</u> days
Contract Price prior to this Change Order \$ 2,993,327 00	Contract Times prior to this Change Order Substantial Completion <u>December 23, 2022</u> Ready for Final Payment <u>September 16, 2023</u> days or dates
Increase of this Change Order \$ 15,139 10	Changes of this Change Order Substantial Completion <u>0</u> Ready for Final Payment <u>0</u> days or dates
Contract Price incorporating this Change Order \$ 3,008,466 10	Contract Times with all approved Change Orders Substantial Completion <u>December 23, 2022</u> Ready for Final Payment <u>September 16, 2023</u> days or dates

The above changes are Approved by

RECOMMENDED

ACCEPTED

By **Anthony D. Petersen**
Digitally signed by Anthony D. Petersen
Date 2022.08.10 15:20:08 -05'00'
Engineer (Authorized Signature)

By *M. Joseph R...*
Contractor (Authorized Signature)

Date August 10, 2022

Date: 8/10/22

ACCEPTED

ACCEPTED

Mayor

City Clerk

By Stephen R. Olson

By Sandra L. Wesolowski

Date _____

Date _____

ACCEPTED

ACCEPTED

Director of Finance & Treasurer

City Attorney

By Denise Gilbert

By Jesse A. Wesolowski

Date _____

Date _____

Attachment A for Change Order No. 1

South Hickory Street Pavement Improvements Franklin, WI

The purpose of this change order is to summarize modifications made to the project that affect the contract price and/or contract times. A description of the modifications made to the construction contract are listed below.

- 1 Provide for additional compensation to Buteyn-Peterson Construction Co , Inc to remove and replace an existing drain tile crossing South Hickory Street at Sta 238+10 to ensure that it is free of obstructions and to extend the life of the drain tile before Hickory Street is constructed. A copy of approved Work Change Directive No 1 summarizing the change and providing an estimated change in Contract Price of \$15,350 is attached for reference. The quantity of drain tile to be replaced was estimated to be 100 linear feet when Work Change Directive was approved. However, the actual length of drain tile that was replaced was 93.5 linear feet. Using the final quantity of pipe installed, the total Contract Price is **increased by \$14,537.50** for this item.

- 2 Provide for additional compensation to Buteyn-Peterson construction Co , Inc to construct a new shared vegetated driveway access to two parcels (Tax Keys 951-9994-004 and 951-9996-005) on the east side of South Hickory Street at Sta 233+25. Changes to Bioretention Cell No 7 and the retaining wall in the adjacent Bioretention Cell No 8 needed to provide the vegetated driveway access are shown on the attached revised drawings (Sheet GR-02R-1, PS-03R-1 and PS12R-1). The changes shown on the attached drawings will be accounted for using estimated quantities of existing bid items and existing unit prices in the Contract as summarized below.
 - a Change in Grading Plan (Bid Item No 13) No change in Contract Price
 - b Increase square footage of extended modular block retaining wall (Bid Item No 46) 13.5 SF at \$58.80/SF = \$793.80 (Increase)
 - c Reduce Length of 4" Perforated Underdrain (Bid Item No 47) 19 LF at 14.00/LF = \$266.00 (Deduct)
 - d Reduce Surface Area of Engineered Topsoil Footprint (Bid Item No 58) 16.5 SY at \$18.00/SY = \$297.00 (Deduct)
 - e Thicken Engineered Topsoil Layer from 18 inches to 24 inches in Bioretention Cell No 7 to address resulting storm water quality issues. This item will be paid for on a converted equivalent volume basis (555 SF of remaining surface area of engineered topsoil in Bioretention Cell No 7 at 24 inches deep adds 277.5 CF of engineered topsoil, which is equivalent to approximately 20.6 SY of 18-inch thick engineered topsoil material. Increase quantity of Bid Item No 58 by 20.6 SY at 18.00/SY = \$370.80 (Increase)

The total Contract Price is **increased by \$601.60** for this item.

This change order **increases the Total Contract Price by \$15,139.10.**

Date of Issuance	July 12, 2022	Effective Date	July 12, 2022
Project	Franklin Corporate Park	Owner	City of Franklin
Contract	South Hickory Street Pavement Improvements		
Contractor	Buteyn-Peterson Construction Co , Inc	Engineer	Ruekert & Mielke, Inc
Address	N7337 Dairyland Drive Sheboygan, WI 53083	Engineer's Project No	58-10013.310
		Effective Date of Contract	February 21, 2022

Contractor is directed to proceed promptly with the following change(s)

Description.

Remove and replace approximately 100 linear feet of existing 10-inch diameter drain tile crossing South Hickory Street near Sta 238+10

Reason for Work Change Directive

Existing pipe was temporarily repaired across three utility trenches in 2020 Intent of replacement within the public right-of-way is to ensure that it is free of obstructions, ensure that it is functioning properly and extend life of the drain tile before Hickory Street is constructed

Attachments

Price proposal submitted by Buteyn-Peterson Construction Co , Inc dated July 11, 2022


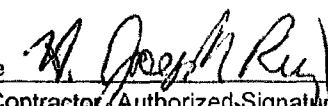
Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of the attached price proposal and necessity to expedite additional Work described herein prior to issuing a formal change order

Estimated Changes:

Contract Price \$ 15,350 00 increase

Contract Time 0 days increase

RECOMMENDED		AUTHORIZED:		RECEIVED	
Signature	Anthony D. <small>Digitally signed by Anthony D Petersen Date: 2022.07.12 10:25:30 -0500'</small> Petersen Engineer (If required)	Signature		Signature	
Title	<u>Senior Project Manager</u>	Title	<u>Owner (Authorized Signature) City Engineer / Director of Public Works / Utility Manager</u>	Title	<u>Senior Estimator</u>
Date	<u>July 12, 2022</u>	Date	<u>July 14, 2022</u>	Date	<u>7/15/22</u>

BUTEYN-PETERSON Construction Co., Inc.

N7337 Dairyland Drive • Sheboygan, WI 53083 • 920-565-6200 • FAX 920-565-6203

Ruekert Mielke
W233N2080 Ridgeview Pkwy
Waukesha, WI 53
Attn: Andy Petersen

July 11, 2022

**RE: Franklin Hickory Street
Drain Tile Replacement**

Dear Andy,

As requested here is our cost for the 10" Drain tile replacement that was discovered at station 238+25 or so. The existing drain tile was broken before the project start and created a deep hole in the new pavement subgrade area. The pipe is approximately 3' below the bottom of the new 38" x 60" culvert that is part of this project.

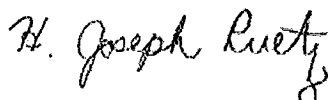
Our work includes locating the existing pipe and then removal of the pipe. We will need to temporarily block the inflow from the pond that is to the east of the project that flows into this pipe by blocking and pumping. We will then replace the pipe with new 10" C-900 SDR 18 pipe with ferncos and/or concrete collars to tie into the existing system.

We include only installing the pipe to the ROW and we do not know if the pipe going through the building site property to the west is still intact

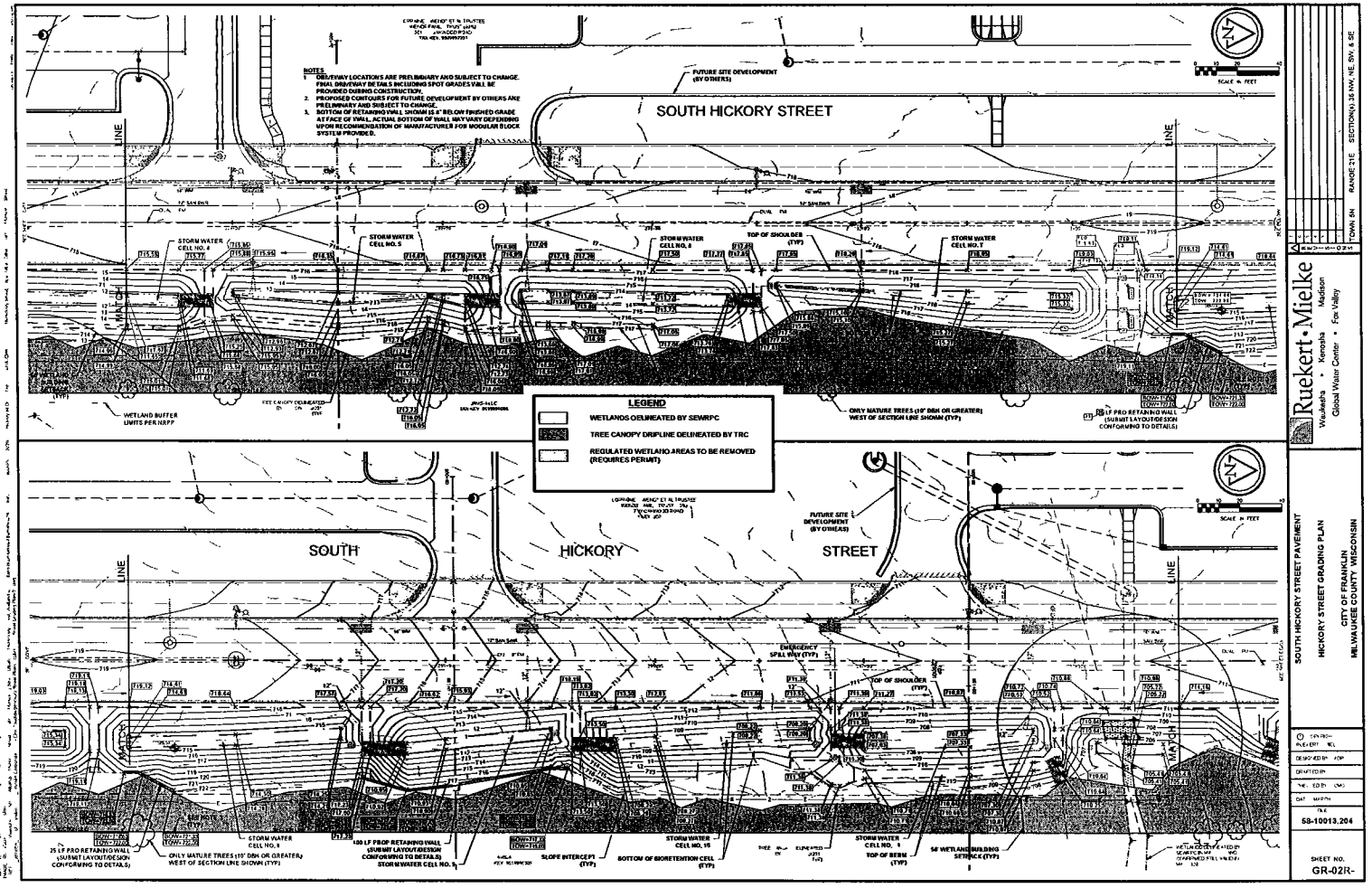
<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
Locate/Uncover ends/pump water	1	LS	\$1,200.00	\$1,200.00
Remove old clay pipe	1	LS	\$750.00	\$750.00
10" PVC C-900 SDR18 Pipe	100	LF	\$125.00	\$12,500.00
Ferncos/Concrete Collars as needed	2	EA	\$450.00	<u>\$900.00</u>
		TOTAL		\$15,350.00

Please contact me if you have any questions @ (920)565-6200, or cell (414) 406-0121.

Sincerely,
Buteyn-Peterson Construction, Co.



H. Joseph Ruetz
Senior Estimator



NOTE:
1. UTILITY LOCATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE. FINAL DRAINAGE DETAILS INCLUDING SPOT GRADES WILL BE PROVIDED DURING CONSTRUCTION.
2. PROPOSED CONTOURS FOR FUTURE DEVELOPMENT BY OTHERS ARE PRELIMINARY AND SUBJECT TO CHANGE.
3. BOTTOM OF RETAINING WALL IS SHOWN AS 4' BELOW FINISHED GRADE AT FACE OF WALL. Actual bottom of wall may vary depending upon the recommendation of manufacturer for modular block system provided.

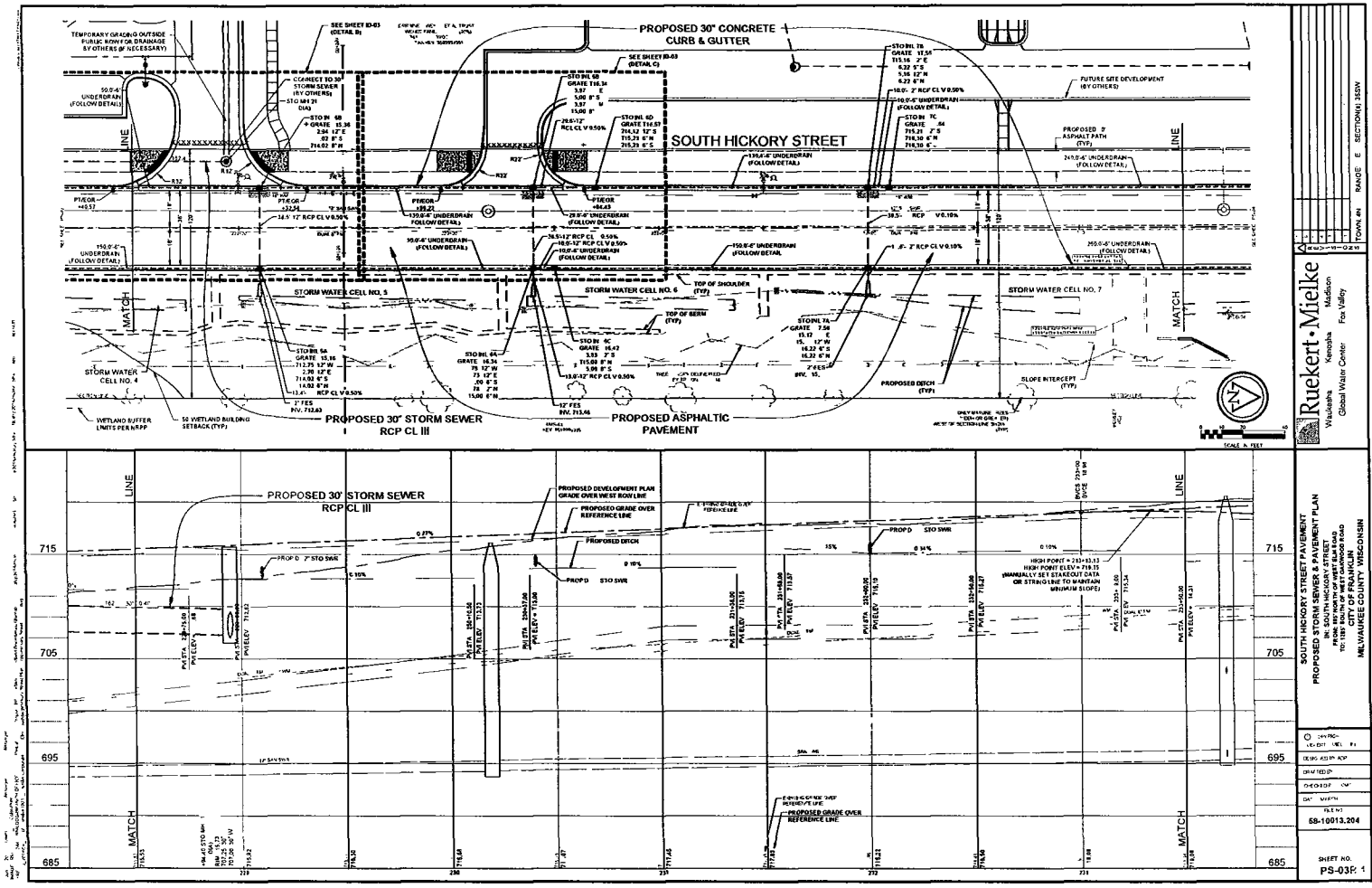
LEGEND
WETLANDS DELINEATED BY SEWRPC
TREE CANOPY DRIPLINE DELINEATED BY TRC
REGULATED WETLAND AREAS TO BE REMOVED (REQUIRES PERMIT)

SECTION 21.38, WISCONSIN STATUTES
SECTION 21.02, WISCONSIN STATUTES
SECTION 21.03, WISCONSIN STATUTES
SECTION 21.04, WISCONSIN STATUTES
SECTION 21.05, WISCONSIN STATUTES
SECTION 21.06, WISCONSIN STATUTES
SECTION 21.07, WISCONSIN STATUTES
SECTION 21.08, WISCONSIN STATUTES
SECTION 21.09, WISCONSIN STATUTES
SECTION 21.10, WISCONSIN STATUTES
SECTION 21.11, WISCONSIN STATUTES
SECTION 21.12, WISCONSIN STATUTES
SECTION 21.13, WISCONSIN STATUTES
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SECTION 21.15, WISCONSIN STATUTES
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Ruekert-Mielke
Professional Engineers
Global Water Center • Fox Valley

SOUTH HICKORY STREET PAVEMENT
HICKORY STREET GRADING PLAN
CITY OF FRANKLIN
MILWAUKEE COUNTY WISCONSIN

SHEET NO. GR-02R



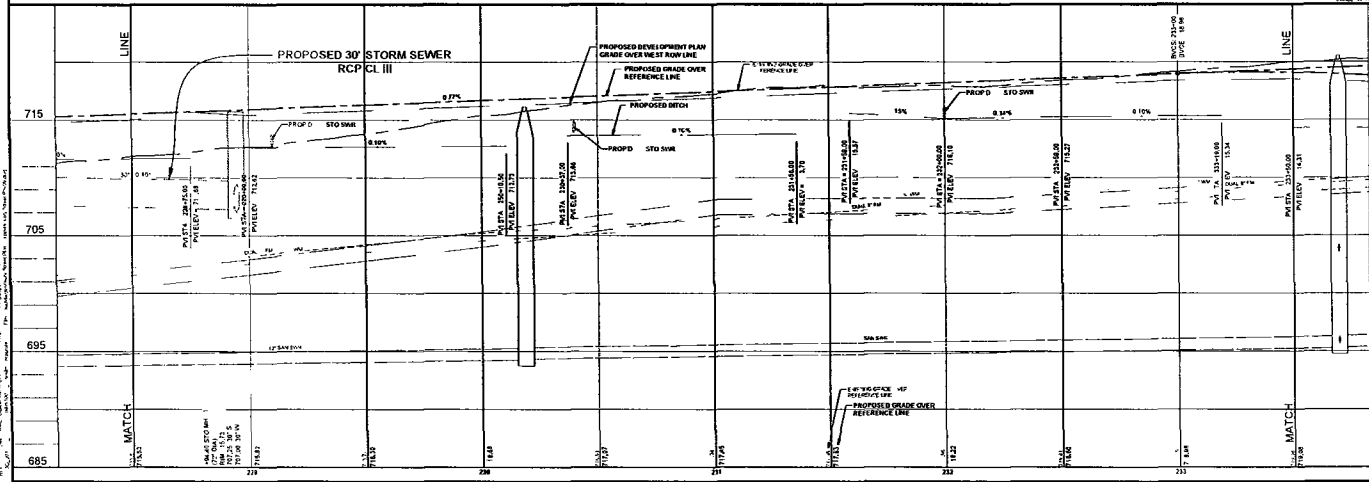
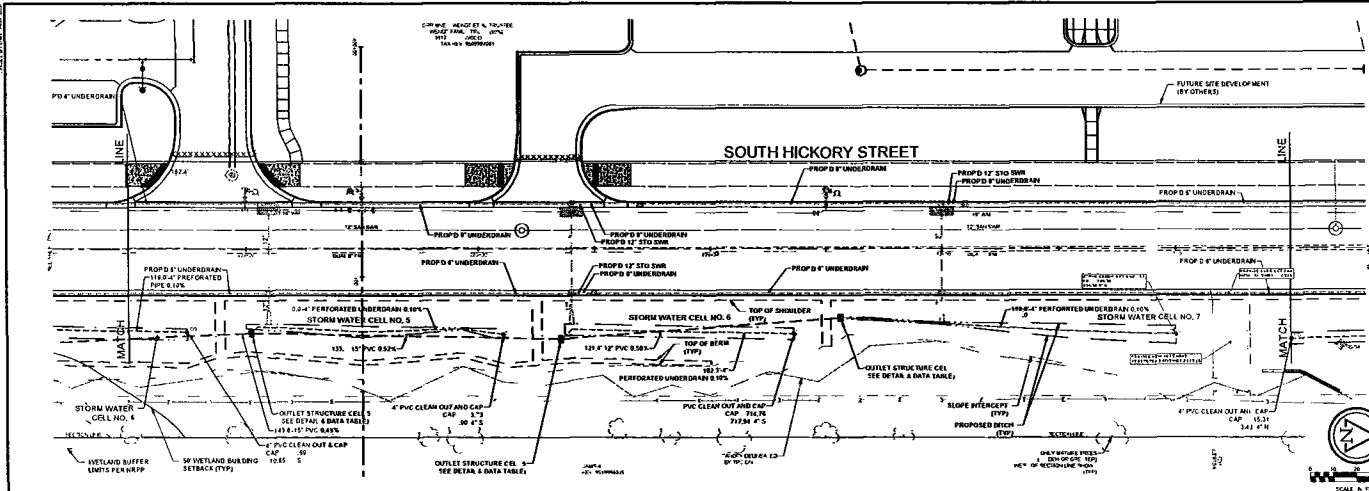
DATE: 11-01-17
 DRAWN BY: J. M. BARRON
 CHECKED BY: J. M. BARRON
 PROJECT NO.: 15-10013.204
 SHEET NO.: PS-03P.1

PROJECT: SOUTH HICKORY STREET IMPROVEMENT PLAN
 LOCATION: SOUTH HICKORY STREET
 FROM THE INTERSECTION OF WEST BANK ROAD
 TO THE INTERSECTION OF FRANKLIN
 MILWAUKEE COUNTY WISCONSIN

SCALE: 1" = 10'

CONTRACT NO.: 15-10013.204
 SHEET NO.: PS-03P.1
 DATE: 11-01-17
 DRAWN BY: J. M. BARRON
 CHECKED BY: J. M. BARRON
 PROJECT NO.: 15-10013.204
 SHEET NO.: PS-03P.1

Ruekert Mielke
 Milwaukee
 Madison
 Fox Valley
 Global Water Center



SECTION 35.5M
DOWN AN
RANGE 21E

Ruekert • Mielke
Professional Engineers
Global Water Center
Fox Valley

**SOUTH HICKORY STREET PAVEMENT
PROPOSED 30\"/>**

SCALE: 1/4" = 1'-0"

SHEET NO.
PS-12R-1

Date of Issuance	August 10, 2022	Effective Date:	August 10, 2022
Project	Franklin Corporate Park	Owner	City of Franklin
Contract	South Hickory Street Pavement Improvements		
Contractor.	Buteyn-Peterson Construction Co., Inc	Engineer:	Ruekert & Mielke, Inc
Address	N7337 Dairyland Drive	Engineer's Project No.	58-10013.310
	Sheboygan, WI 53083	Effective Date of Contract	May 16, 2022

Contractor is directed to proceed promptly with the following change(s)

Description
 Conduct investigation to verify presence of asbestos containing material remains at the farmstead demolition site at 3548 county Line Road Properly remove and dispose of asbestos containing material found

Reason for Work Change Directive.
 Previous asbestos abatement efforts did not identify or remove all asbestos containing materials

Attachments
 Estimated price proposal submitted by Buteyn-Peterson Construction Co , Inc dated August 3, 2022

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of the attached price proposal and necessity to expedite additional Work described herein prior to issuing a formal change order

Estimated Changes:

Estimated
 Price Range: \$ 2,500 - 4,000.00 Increase.

Contract Time 0 days increase.

RECOMMENDED	AUTHORIZED:	RECEIVED:
Digitally signed by Anthony D Petersen Date: 2022.08.10 05:59:10 -05'00'		
Signature: <u>Anthony D Petersen</u>	Signature: _____	Signature: <u>[Handwritten Signature]</u>
Engineer (If required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Senior Project Manager</u>	Title: <u>City Engineer / Director of Public Works / Utility Manager</u>	Title: <u>Senior Estimator</u>
Date: <u>August 10, 2022</u>	Date: _____	Date: <u>8/10/22</u>

Petersen, Anthony

From: Joe Ruetz <joe.Ruetz@jpsbp.com>
Sent: Wednesday, August 3, 2022 6:14 AM
To: Petersen, Anthony
Subject: FW: Franklin, Hickory Street
Attachments: 220-812 Buteyn Peterson 3548 County Line Road Franklin acm bulk REPORT.pdf; RE: Franklin, Hickory Street

Andy,

Here is the correspondence and report for the Hickory Street demolition.

Our estimated cost for testing and for remediation will be around \$2500-\$4000 depending on if anything else is found.

Thanks

Joe

From: Bruce Ten Haken <bruce@northstartesting.com>
Sent: Tuesday, July 26, 2022 4:39 PM
To: Denelle Kappelman <denelle.kappelman@jpsbp.com>
Cc: Joe Ruetz <joe.Ruetz@jpsbp.com>; Ryan Lutzke <ryan.lutzke@jpsbp.com>
Subject: RE: Franklin, Hickory Street

Good Afternoon:

Attached is the report for the sampling completed at 3548 County Line Road, Franklin, WI on July 20. Friable asbestos was identified that will need to be removed by a licensed asbestos abatement company prior to demolition. *Be sure to have the asbestos abatement company complete the necessary 10 Day WDNR Demolition Notice and pay the fee.* The notice they submit should include all the demolition information on it so you shouldn't have to submit any additional notices to the WDNR.

Please review the report and let me know if you have any questions or see any changes that need to be made.

Thank you

Bruce Ten Haken
NorthStar Environmental Testing, LLC
2109 Erie Avenue, Suite 103
Sheboygan, WI 53081
920 980 6202

From: Denelle Kappelman <denelle.kappelman@jpsbp.com>
Sent: Thursday, July 21, 2022 2:01 PM
To: Bruce Ten Haken <bruce@northstartesting.com>
Cc: Joe Ruetz <joe.Ruetz@jpsbp.com>; Ryan Lutzke <ryan.lutzke@jpsbp.com>
Subject: RE: Franklin, Hickory Street

Thank you so much for your quick response to our inspection request. Any questions in the meantime, please let us know.

Thank you!

Denelle Kappelman

Project Management Assistant

Buteyn-Peterson Construction Co., Inc.

Phone 920-565-6200

Fax 920-565-6203

Cell 920-207-5415



"Buteyn-Peterson Construction is an Equal Opportunity Employer"

From: Bruce Ten Haken <bruce@northstartesting.com>

Sent: Thursday, July 21, 2022 10:02 AM

To: Denelle Kappelman <denelle.kappelman@jpsbp.com>

Cc: Joe Ruetz <joe.Ruetz@jpsbp.com>; Ryan Lutzke <ryan.lutzke@jpsbp.com>

Subject: RE: Franklin, Hickory Street

Good Morning:

I was at the site yesterday afternoon. The scope of work was to sample barn roof shingles, sample pool, and sample various electrical boxes. Here is a summary of findings:

- The barn for the most part is gone except for the foundation. I did sample roofing in and around the barn footprint.
- Pool is full of water (and frogs). I did sample the liner and concrete grout that was visible.
- I was able to locate and sample electrical boxes in the garage and the house. Several of the structures were collapsed and could not be surveyed.

General Site Observations

- While looking for boxes I did observe additional duct work wrap in the house. It was identified as asbestos in the 2016 report so there will need to be additional asbestos abatement by a licensed asbestos abatement company. Quantities and locations will be in my report. The asbestos abatement company should complete the 10-Day WDNR Demolition Notice and include your information in it as well as pay the fee.
- In addition to the asbestos there are other hazardous materials that must be managed prior to demo. I've included photos of a few of the items. They include tires, tv's, monitors, dehumidifiers, refrigerators, freezer (basement), fluorescent light fixtures and bulbs, compact fluorescent bulbs, drums containing unknown liquids, misc. household chemicals, etc.

I should have the asbestos results in about a week. Expect to receive the report in about 1 ½ weeks from now. Please let me know if you have any questions.

Thanks

Bruce Ten Haken

NorthStar Environmental Testing, LLC

2109 Erie Avenue, Suite 103
Sheboygan, WI 53081
920 980 6202

From: Denelle Kappelman <denelle.kappelman@jpsbp.com>
Sent: Friday, July 15, 2022 2:34 PM
To: Bruce Ten Haken <bruce@northstartesting.com>
Cc: Joe Ruetz <joe.Ruetz@jpsbp.com>; Ryan Lutzke <ryan.lutzke@jpsbp.com>
Subject: Franklin, Hickory Street

Hi Bruce,

As discussed, there was an original inspection in March of 2016 originally submitted by SEH that was incomplete, as there were areas that they were unable to access.
Looking forward to working with a local inspection company that is able to complete these few items that were listed as incomplete in the initial inspection report.
Please forward us any questions and a proposal to complete these last few items.
Any questions, please give me a call.

Thank you!

Denelle Kappelman
Project Management Assistant
Buteyn-Peterson Construction Co., Inc.
Phone 920-565-6200
Fax 920-565-6203
Cell 920-207-5415



"Buteyn-Peterson Construction is an Equal Opportunity Employer"

ASBESTOS MATERIAL SAMPLING

Buteyn-Peterson Construction Co., Inc.

Site:

3548 County Line Road
Franklin, WI

Work Areas:

The Following Select Materials / Locations

- Swimming Pool
- Roofing Materials on Barn
- Components in Electrical Boxes

Site Date: July 20, 2022

Report Date: July 26, 2022

NorthStar No. 220-812

Submitted By:
NorthStar Environmental Testing, LLC.

Central Wisconsin
715.693.6112

Fox Cities
920.422.4888

Madison
608.827.6761

Sheboygan
920.422.4888



Corporate Office:
1006 Western Avenue
Mosinee, WI 54455
Tel: 715.693.6112
info@NorthStarTesting.com

Fox Cities Branch:
1835 E. Edgewood Drive
Suite 10542
Appleton, WI 54913
Tel 920.422.4888

Madison Branch:
1310 Mendota Street
Suite 121
Madison, WI 53714
Tel. 608.827.6761

Sheboygan Branch:
2109 Erie Avenue
Suite 103
Sheboygan, WI 53081
Tel. 920.422.4888

Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

July 26, 2022

Denelle Kappelman
Buteyn-Peterson Construction Co., Inc.
N7337 Dairyland Road
Sheboygan, WI 53083

Project:	Asbestos Material Sampling to Supplement Previous Asbestos Inspection
Work Site:	3548 County Line Road Franklin, WI
Work Areas:	Suspect materials reported as inaccessible during original asbestos inspection
Site Date:	July 20, 2022
NorthStar No:	220-812

NorthStar Environmental Testing, LLC (NorthStar) was authorized by Denelle Kappelman on behalf of Buteyn-Peterson Construction Co., Inc. to perform material sampling and analysis for the presence of asbestos from select materials prior to demolition. The materials sampled were those reported as inaccessible in the Pre-Demolition Asbestos Inspection Report completed by SEH, Inc. on March 15, 2016 (SEH Report No. 136161 14.00). Please refer to SEH, Inc.'s report when completing the required 10-working day WDNR demolition notice for information regarding the asbestos inspector, inspection date, and any other information as it relates to the inspection of the structures.

SCOPE OF WORK:

Work Description:	Sampling was limited to the following materials: <ul style="list-style-type: none"> • Accessible suspect materials associated with inground swimming pool • Roofing materials on barn • Components in electrical boxes throughout the site
-------------------	---

SAMPLING AND ANALYSIS SUMMARY:

Inspector:	Bruce Ten Haken (Cert. All-15079)		
Asbestos Company:	NorthStar Environmental Testing, LLC (CAP-925800)		
Number of Samples:	14		
Number Analyzed:	15	Point Count:	0
Laboratory:	Eurofins CEI Labs, Inc. NVLAP: 101768-0		
Analysis Date:	July 26, 2022	Point Count:	---

The attached *Asbestos Material Sample Log* provides additional sample information. Bulk samples were analyzed by polarized light microscopy with dispersion staining, USEPA method: EPA 600/M4-82-020 & EPA 600/R-93/116 (where applicable). Reported percentages are visually estimated by volume. Unless otherwise requested by client, each material or layer of a non-homogeneous sample is analyzed separately with reported percentages based on total sample. Sampling was limited to the materials and locations you specified. Additional ACM may be present in other areas and/or other materials located in the structure.

USEPA defines an asbestos containing material (ACM) as a material that contains asbestos unless the asbestos concentration is found to be one percent or less ($\leq 1\%$) by a PLM point counting procedure. Materials with point count results of $\leq 1\%$ of asbestos may be able to be treated as a non-ACM.

ASBESTOS MATERIAL SUMMARY:

The following are the **additional confirmed and/or assumed ACM** that were identified during this limited sampling:

Material	Location	Quantity (approx.)	Comment/Condition
1 Duct Wrap/Tape	Basement Center Area, Between Duct & Ceiling	3 ft ²	Friable
	Basement S. Wall, by "Solar Pak" Unit	1 ft ²	
	Basement Crawl Space by Steps, Floor Debris	<1 ft ²	
	1 st Floor: Kitchen, Duct Behind West Wall	20 ft ²	
	1 st Floor: East Wall of West Room, Register	2 ft ²	
	2 nd Floor NE Bedroom, Register	2 ft ²	

¹ Suspect duct paper was observed during this sampling. It was sampled and found to contain asbestos. No other materials outside of the scope of work were sampled or verified against the original SEH, Inc. report. This friable ACM must be properly abated by a licensed asbestos abatement company prior to demolition.

Material quantities are listed according to visible estimates at the time of the survey. It is recommended that all quantities be further verified by the building owner or an abatement contractor prior to project design, bidding, budgeting and/or WDNR notification purposes. Only select materials were requested to be sampled at this time.

The following materials were found during this sampling to be **non-asbestos** by PLM analysis:

Material	
² asphalt roofing shingles around barn foundation	swimming pool liner
components in garage and basement fuse boxes	swimming pool mortar
components in basement breaker box	chimney flue packing in basement

² The only portion of the barn present is the foundation and some debris. Samples of the roofing shingles were collected from around the foundation area.

The attached *Asbestos Material Sample Log* contains the sample analysis data from this sampling. Refer to SEH, Inc.'s report for a complete list of the samples collected during their inspection.

The following areas were inaccessible or excluded at the time of inspection and may contain additional quantities of suspect asbestos containing materials:

Area / Comments
Underground materials such as piping, foundation waterproofing, etc.
The sun room/pump building and the building on the west side of the driveway were both collapsed and could not be thoroughly surveyed for electrical boxes.
The pool was full of water and could not be thoroughly surveyed.
Any additional suspect materials, if encountered, which differ from those tested should be assumed to contain asbestos and sampled if/when necessary.

REMARKS:

The sampling and report have been performed according to applicable regulations and generally accepted industry standards and practices in this locality under similar conditions. Information provided to us by building owner, occupant, client, or other interested party that may have been utilized in the performance and reporting of the survey was accepted in good faith and can only be assumed to be accurate. The findings and recommendations made are representative of our professional opinion based on currently available information, no other warranty is implied or intended.

Please contact us if you have any questions regarding the presented information or the project in general.

Submitted By,
NorthStar Environmental Testing, LLC.



Bruce Ten Haken
Project Manager

Attached Appendix A Asbestos Material Sample Log
 Appendix B Photos

Buteyn-Peterson Construction Co., Inc.

Select Materials / Locations

- Swimming Pool
- Roofing Materials on Barn
- Components in Electrical Boxes

3548 County Line Road
Franklin, WI

Report Date: July 26, 2022

Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

ASBESTOS MATERIAL SAMPLE LOG

Client:	Buteyn-Peterson Construction Co., Inc.	NorthStar No.	220-812
Location:	3548 County Line Road, Franklin, WI	Date Collected:	July 20, 2022
Work Area:	Select Materials on Site	Technician:	Bruce Ten Haken
Laboratory:	Eurofins CEI, Inc.	Date Analyzed:	July 26, 2022

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
812-1	Exterior	Barn W. Side, On Ground	Asphalt Roof Shingle	White, Red, Gray, Black	None Detected
812-2	Exterior	Barn N. Side, On Ground	Asphalt Roof Shingle	Green, Tan, White, Black	None Detected
			Roofing Paper	Black	None Detected
812-3	Exterior	Barn NE Corner, Section of Roof	Asphalt Roof Shingle	White, Red, Gray, Black	None Detected
812-4	Exterior	Barn NE Corner, Section of Roof	Asphalt Roof Shingle	Green, Black	None Detected
812-5	Exterior	Barn NE Corner, Section of Roof	Asphalt Roof Shingle	Blue, Green, Tan, Black	None Detected
812-6	Exterior	Barn NE Corner, Section of Roof	Asphalt Roof Shingle	White, Red, Gray, Black	None Detected
812-7	Exterior	Barn NE Corner, Section of Roof	Asphalt Rolled Roofing	Gray, Black	None Detected
812-8	Exterior	Swimming Pool	Plastic Liner	White	None Detected
812-9	Exterior	Swimming Pool	Mortar	Tan	None Detected
812-10	1	Garage N. Section, East	Fuse Box Component	White	None Detected
812-11	Bsmnt	House E. Basement Wall	Breaker Box Component	Black	None Detected
812-12	Bsmnt	House E Basement Wall	Water Heater Fuse Box Component	Lt. Gray	None Detected
812-13	Bsmnt.	House: Basement	Duct Paper Between Air Duct and Ceiling	Off-white	65 % Chrysotile
812-14	Bsmnt.	House Basement Chimney	Flue Packing	Brown	None Detected

Buteyn-Peterson Construction Co., Inc.

Select Materials / Locations

- **Swimming Pool**
- **Roofing Materials on Barn**
- **Components in Electrical Boxes**

**3548 County Line Road
Franklin, WI**

Report Date: July 26, 2022

CLIENT:	Buteyn-Peterson Construction Co., Inc.	NORTHSTAR NO.	220-812
LOCATION:	3548 County Line Road, Franklin, WI	SITE DATE:	July 20, 2022



Photo 1) House, Looking at South Side
~2,200 ft²



Photo 2) Remains of Barn & Silo
Barn was ~2,800 ft²



Photo 3) Collapsed Shed on W. Side of Driveway
Shed was ~1,200 ft²



Photo 4) Garage
~1,200 ft²



Photo 5) Sun Room/Pump Bldg.
~500 ft²



Photo 6) Swimming Pool

CLIENT:	Buteyn-Peterson Construction Co., Inc.	NORTHSTAR NO.	220-812
LOCATION:	3548 County Line Road, Franklin, WI	SITE DATE:	July 20, 2022

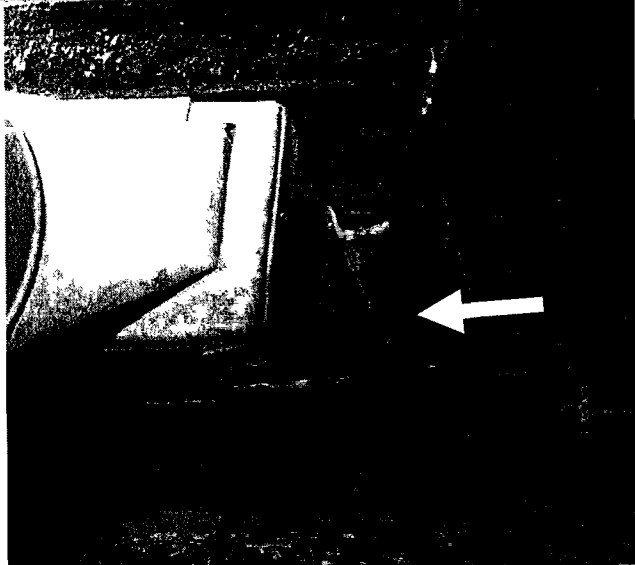


Photo 7) Basement: Center Area
ACM Duct Paper Between Duct & Ceiling

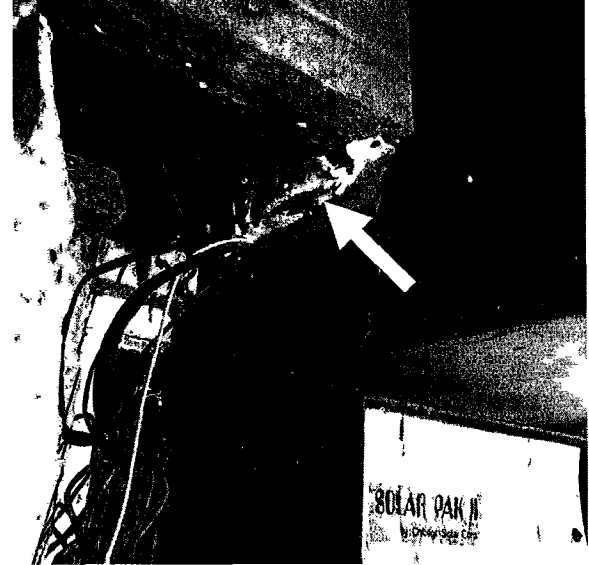


Photo 8) Basement. S. Wall
ACM Duct Tape on Duct Seams



Photo 9) 1st Floor: Kitchen, West Wall
ACM Paper on Air Duct Behind Wall



Photo 10) 1st Floor: East Wall of West Room
ACM Paper on Register

Not Pictured
Basement: Crawl Space Debris
2nd Floor. NE Bedroom, Register

Petersen, Anthony

From: Bruce Ten Haken <bruce@northstartesting.com>
Sent: Thursday, July 21, 2022 10:02 AM
To: Denelle Kappelman
Cc: Joe Ruetz, Ryan Lutzke
Subject: RE Franklin, Hickory Street
Attachments: 220-812_ButeynPeterson_Franklin_Demo_002.jpg, 220-812_ButeynPeterson_Franklin_Demo_004.jpg, 220-812_ButeynPeterson_Franklin_Demo_007.jpg, 220-812_ButeynPeterson_Franklin_Demo_012.jpg, 220-812_ButeynPeterson_Franklin_Demo_013.jpg, 220-812_ButeynPeterson_Franklin_Demo_014.jpg, 220-812_ButeynPeterson_Franklin_Demo_019.jpg, 220-812_ButeynPeterson_Franklin_Demo_020.jpg

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Bruce Ten Haken
NorthStar Environmental Testing, LLC
2109 Erie Avenue, Suite 103
Sheboygan, WI 53081
920 980 6202

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Sent: Friday, July 15, 2022 2:34 PM

To: Bruce Ten Haken <bruce@northstartesting.com>
Cc: Joe Ruetz <joe.Ruetz@jpsbp.com>; Ryan Lutzke <ryan_lutzke@jpsbp.com>
Subject: Franklin, Hickory Street

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Any questions, please give me a call

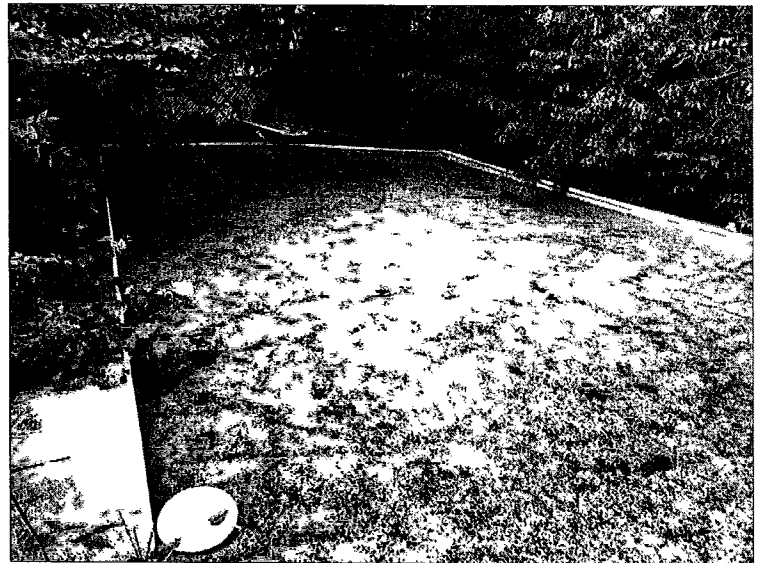
Thank you!

Denelle Kappelman
Project Management Assistant
Buteyn-Peterson Construction Co., Inc.
Phone 920-565-6200
Fax 920-565-6203
Cell 920-207-5415



"Buteyn-Peterson Construction is an Equal Opportunity Employer"





<p style="text-align: center;">APPROVAL</p> <p>DDG Sio</p>	<p style="text-align: center;">REQUEST FOR COMMON COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE September 6, 2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorize the Execution of Agreements to Engage Certified Recovery, Inc. to Provide Collection Services for Ambulance Billing and other City Accounts Receivables</p>	<p style="text-align: center;">ITEM NUMBER G.14.</p>

Background

The City of Franklin uses an outside service to bill for ambulance services provided by the Fire Department. In 2021, the billing service EMS Medical Billing was purchased by Andres Medical Billing. The previous provider, EMS Medical Billing, had an agreement to have past due balances collected by Certified Recovery, Inc. The new billing service, Andres Medical Billing, does not provide collection services on past due accounts and they do not have an agreement with a collection agency. As such, the City will need to arrive at a solution to get these funds collected.

There is an aged balance accumulating as of the end of August that has reached more than \$187,000.

Recommendation

Staff is recommending that the City enter into an agreement with Certified Recovery, Inc. to pursue collection of the past due balances for ambulance billing.

In addition, staff requested that Certified Recovery, Inc. provide a second agreement to provide collections services for other City accounts and indebtedness for items like past due personal property taxes and other miscellaneous receivables.

Fiscal Impact

There will be no additional cost to the City of Franklin. The fees charged by Certified Recovery, Inc. will be deducted from any collections made on the past due balances.

The fees are:

- Direct Collections – 25% contingency fee
- Legal Referrals – 40% contingency fee

These fees are reasonable and very competitive in the market place.

COMMON COUNCIL ACTION REQUESTED

Motion to authorize the execution of agreements to engage Certified Recovery, Inc. to provide collection services for ambulance billing and other City accounts receivables.

CERTIFIED RECOVERY, INC.

1280 W. CLAIREMONT AVENUE, #1 - EAU CLAIRE, WI 54701 - 715-833-1455

AGREEMENT

THIS AGREEMENT is made and entered into by and between, City of Franklin, d/b/a Franklin Fire Department, hereinafter referred to as "Client", and Certified Recovery, Inc., hereinafter referred to as "CRI". This Agreement shall be effective as of the date the last of the parties signs this Agreement (the "Effective Date").

The client desires CRI to undertake the collection of Client's accounts and other evidences of indebtedness. This agreement begins immediately and continues until terminated per Section 8, below. Each account submitted by Client shall be deemed assigned and sent over for collection upon the terms and subject to the following conditions and provisions:

1. Client hereby appoints CRI as its agent to collect and receive for the Client all sums of money due or payable and merchandise returns to Client for claims which the Client lists with CRI.
2. Upon placement of account for collection with CRI, Client agrees that: (a) CRI shall have the authority to receive payment in cash, check, credit card or money order, and shall have the authority to endorse checks, drafts, money orders, and negotiable instruments which may be received in payment, and (b) commission on such accounts are earned whether payment is made directly to client or CRI, and (c) Client will report to CRI all payments received on accounts listed with CRI promptly and shall forward to CRI all commissions owed within twenty days after receipt of the remittance statement and as otherwise required by law, and (d) a full commission is due and payable on any account requested to be withdrawn from CRI by client while CRI is in the process of immediate negotiation or adjustment on such account.
3. CRI shall promptly remit to Client all payments received during the preceding thirty (30) day period on accounts listed with CRI less agreed collection fees, costs and/or as otherwise required by law.
4. Client reserves the right to determine whether a claim shall be placed in litigation and select an attorney. If Client elects not to designate the attorney, CRI is authorized to tender the account to any attorney selected by CRI.
5. CRI shall use only ordinary and reasonable collection effort as permitted by law and agrees to comply with the Fair Debt Collection Practices Act.
6. The unpaid balance of any account that has been assigned to CRI hereunder will be promptly returned to Client upon the written request of Client, except with respect to any account that has been referred by CRI to an attorney for the bringing of a suit for collection or any account where active arrangements are being met. All Client requested returned accounts are subject to Wisconsin Administrative Code DFI-Bkg 74.10 and Section 8, below.

- 7. Client guarantees that the information furnished CRI regarding the identity of the debtor, the balance of the account and the payments and credits due Client will be accurately taken from Client's books and records. Client hereby covenants and agrees to indemnify and hold harmless from and against all damages as a result of the actions or failure to act of Client, its employees, officers and agents.
- 8. Any party to this agreement may unilaterally terminate this Agreement without cause upon thirty (30) days written notice to the other party or parties. Accounts prior to termination may remain with CRI at the option of CRI.
- 9. Client will allow CRI to post their delinquent accounts to national credit reporting services which will place a mark on the debtor's credit record. CRI reserves the right to reopen and take full commission on any closed credit reported account that has paid as a result of CRI's action.
- 10. All accounts the Client places with CRI for collection are due in full and are undisputed. CRI is instructed to assess a 5% per year charge as permitted by Section 138.04, Wisconsin Statutes, on all accounts the Client lists with CRI. If Client is a sole proprietorship, partnership, or LLC they are required to submit a W-9 or substitute form to CRI. Employer ID # _____
- 11. Upon request, CRI will make available to all their healthcare clients a HIPAA Business Associate Agreement.

COLLECTION FEES:

Direct Collections – 25% contingency fee. Legal Referrals – 40% contingency fee.

Agent: Certified Recovery, Inc.
1280 W. Clairemont Avenue Suite #1
Eau Claire, WI 54701

Client: City of Franklin, d/b/a
Franklin Fire Department
8901 W Drexel Avenue
Franklin, WI 53132

Agent Representative:

Client Representative:

(Authorized Signature)

(Authorized Signature)

Patrick J Karr
(Print Name)

(Print Name)

President
(Title)

(Title)

DATE SIGNED _____

DATE SIGNED _____

CERTIFIED RECOVERY INC.

Date: 07/29/2022

Client Name: City of Franklin

Client Number(s):

#3510 City of Franklin, d/b/a Franklin Fire Department

#3216 EMS - Franklin

I, _____ an authorized representative of the above named Client and Client Number(s) do hereby authorize Certified Recovery, Inc. to provide an Internet access portal for our account(s) to the above named Client and Client Number(s).

I also understand that Certified Recovery, Inc. has no control of our use of the portal and the information it contains. I further understand that the above named Client and Client number(s) is in control of our access, login ID assignment and passwords. The above named Client and Client Number(s) hereby covenants and agrees to indemnify and hold harmless Certified Recovery, Inc. from and against all damages as a result of the use of the Internet access portal.

Authorized Signature

Print Name

Title

Date Signed

CERTIFIED RECOVERY, INC.

1280 W. CLAIREMONT AVENUE, #1 - EAU CLAIRE, WI 54701 - 715-833-1455

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1280 W. Clairemont Avenue Suite #1
Eau Claire, WI 54701

Client: City of Franklin
8901 W Drexel Avenue
Franklin, WI 53132

Agent Representative:

Client Representative:

(Authorized Signature)

(Authorized Signature)

Patrick J Karr
(Print Name)

(Print Name)

President
(Title)

(Title)

DATE SIGNED _____

DATE SIGNED _____

CERTIFIED RECOVERY INC.

Date: August 8, 2022

Client Name: City of Franklin

Client Number(s):

#3511 City of Franklin

#3510 City of Franklin, d/b/a Franklin Fire Department

#3216 EMS - Franklin

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Authorized Signature

Print Name

Title

Date Signed

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<p>APPROVAL DDG <i>Sliv</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE September 6, 2022</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>July, 2022 Monthly Financial Report</p>	<p>ITEM NUMBER G.15.</p>

Background

The July, 2022 Financial Report is attached.

The Finance Committee reviewed this report at its August 23, 2022 meeting and recommends its acceptance.

The Director of Finance will be available to answer questions.

COUNCIL ACTION REQUESTED

Receive and place on file.

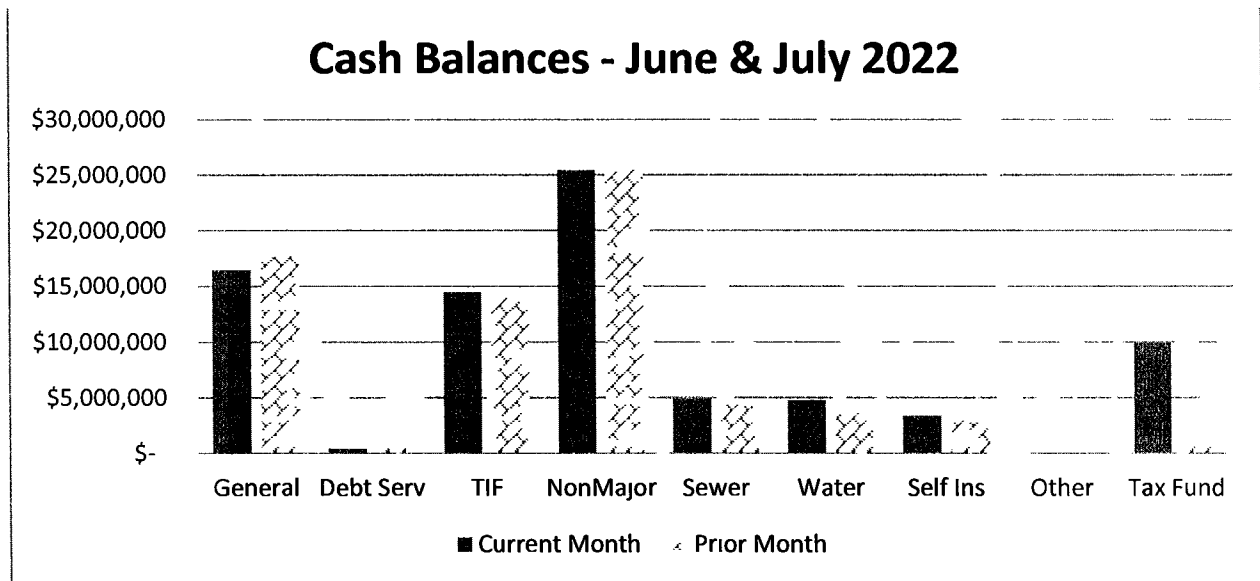


Date: August 19, 2022
 To Mayor Olson, Common Council and Finance Committee Members
 From: Denise Gilbert, Director of Finance & Treasurer
 Subject: July 2022 Financial Report

The July, 2022 financial reports for the General Fund, Debt Service Fund, TID Funds, Solid Waste Fund, American Rescue Plan, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self Insurance Fund, and Post Employment Insurance Fund are attached

The budget allocation is completed using an average of the last five years actual spending against the Original Budget. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid the reader in understanding or explaining current year financial results.

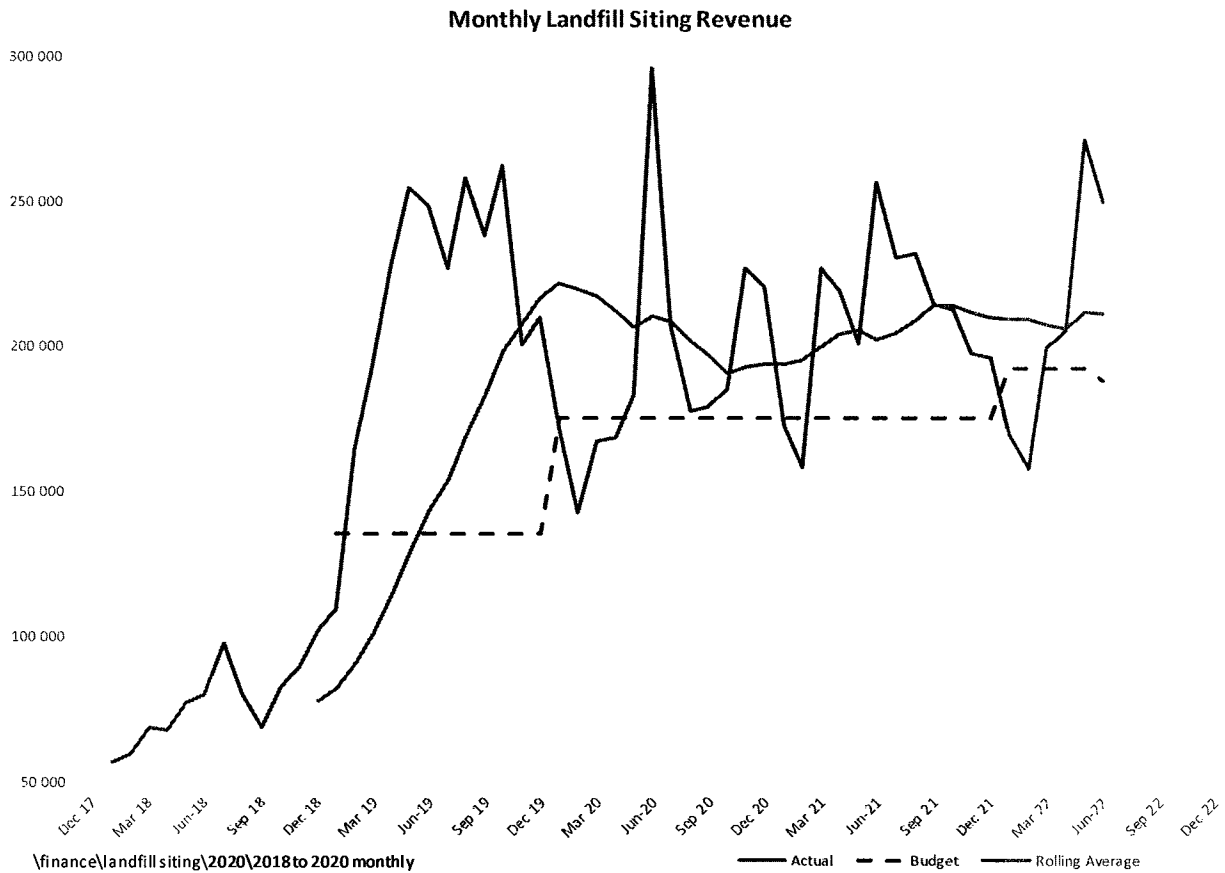
Cash & Investments Summary – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as stated as primary objectives in the City’s Investment Policy. Investment returns are secondary in the investment decisions, while return potential is not ignored. Cash & Investments in the Governmental Funds totaling \$56.9 million decreased \$729,000 since last month



As the returns on short-term investments have declined, Certificates of Deposit have become more attractive. Our relationship with American Deposit Management has allowed us to invest in the bank CD market. CD maturities on new investments have been limited to 12 months or less.

The increase in the Property Tax Fund resulted from collection of the School Levy Tax Credit and the First Dollar Credit.

Landfill Siting Resources – are spread across multiple Capital funds and the General Fund. Through June, this revenue stream is performing approximately 9.1% better than the \$2.3 million budget. The accompanying chart illustrates the current trend. Most of this resource (approximately 80%) is credited to the Capital funds. In previous years, receipts in excess of budget have been evenly credited to the Equipment Replacement and Street Improvement Funds. This will be done again in 2022 unless other direction is provided.



GENERAL FUND revenues of \$21.9 million are right on budget year-to-date. Investment income did make a bit of a recovery through July and is now running just slightly ahead of budget at \$131,000.

Year-to-date expenditures of \$15.3 million are \$899,000 underspent versus budget. Although Fire Department vacancies early in the year are now filled, the Police Department still has 4

open officer positions and one open dispatch position Public Safety is currently running \$369,000 under budget In addition, General Government is currently \$184,000 under budget Some of this is due to open positions and some is due to underspending on professional services in the Assessor's office.

The \$6.6 million surplus is \$893,000 favorable to budget. This is simply a timing issue that is expected to correct itself over the course of the year.

AMERICAN RESCUE PLAN – This is a Federal grant related to the pandemic. The second half of the ARPA funds was received in June in the amount of \$1,874,143.

The work on the first project funded with these resources, a fiber optic network (WAN), has recently begun.

SOLID WASTE FUND – Revenues through July are \$1.9 million and are running right at budget year-to-date. The rate correction has been processed with John's Disposal and expenses through July for collection and tippage are running slightly ahead of budget.

UTILITY DEVELOPMENT FUND – \$22,000 in special assessments for water have been collected to date in 2022. This is \$12,000 more than budgeted for the year.

DEVELOPMENT FUND – The \$477,000 of revenue is related to new housing starts in various subdivisions Impact fees are running behind budget year-to-date by approximately \$593,000

The transfers to Debt Service have not been completed for 2022 but will be reviewed and recorded over the next several months.

DEBT SERVICE – Debt payments of \$1.2 million were made by March 1 as required

CAPITAL OUTLAY FUND – Revenues are as expected. Landfill siting appears to be running slightly under budget but that is because receipts of these funds run one month behind. Through July, 6 months have been received.

The Highway Department has ordered a snow plow with attachments which was in the 2022 budget. In addition, the Police Department has ordered some electronic / computer equipment, the Fire Department has purchased items including 3 Lucas Chest Compression systems, and the Highway Department has ordered much of the remainder of equipment budgeted for 2022

EQUIPMENT REPLACEMENT FUND – Revenues are as expected so far in 2022 As mentioned above, landfill siting revenue receipts are one month behind.

There has not been much change since expenditures were reported in May. The Engineering Department has ordered a F150 Truck for approximately \$47,000 and that is reflected in the encumbrances.

CAPITAL IMPROVEMENT FUND – Most resources used to fund these expenditures have not been transferred in yet for 2022. This will be completed over the next several months

Some of the bigger ticket projects that have been started are the fiber optic network (WAN) with expenditures and encumbrances of \$181,000 and the Pleasant View Park improvements expenditures and encumbrances of \$406,000.

STREET IMPROVEMENT FUND – Approximately \$900,000 has been committed (encumbered) to date for various street improvements. The spending on these projects has just begun, through July that amount is \$61,000.

TIF DISTRICTS

TIF District #3 – In July, State Exempt Computer Aid funds were received for this TIF district in the amount of \$476,183. There has been very little expenditure activity in 2022 as termination of this district has begun. The current fund balance is \$3.0 million.

TIF District #4 – In July, State Exempt Computer Aid funds were received for this TIF district in the amount of \$37,145. The current fund balance is \$834,000.

TIF District #5 – There has been very little expenditure activity in this district in 2022. The current fund balance is \$462,000.

TIF District #6 – In June, Minimum Assessment Guarantee shortfalls were invoiced to CoPart (\$57,486) and Strauss (\$230,394). In addition, work has begun on the Ryan Road Water Main extension project with expenditures and encumbrances totaling \$701,000 to date. The district has a \$61,500 deficit.

TIF District #7 – In June, the contractual MRO payment was paid to Velo Village in the amount of \$459,000. The current fund balance in the district is \$3.9 million.

TIF District #8 – The engineering and construction activity has begun on S Hickory Street in this district. \$4.8M has been recorded in capital expenditures and encumbrances with an additional \$760,000 committed to project management and inspections services for the project. A development incentive of \$750,000 was paid related to the Wangard project in the district. The current fund balance is \$1.6 million.

SELF INSURANCE FUND – Resources are as expected.

The \$1.8 million of claims expenditures are \$81,000 under budget and \$18,000 ahead of 2021.

The fund has generated a \$29,000 deficit this year compared to a \$1,800 deficit at this time last year. The fund has a healthy \$3.2 million fund balance.

RETIREE HEALTH FUND – Benefit payments of \$298,000 are 25% greater than 2021 through July. Investment results continue to be negatively impacted by current market conditions but there has been some improvement recently.

City of Franklin
Cash & Investments Summary
July 31, 2022

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Total	Prior Month Total
General Fund	\$ (8,671,859)	\$ 21,812,825	\$ 46,579	\$ 3,298,556	\$ 16,486,102	\$ 17,695,427
Debt Service Funds	11,653	434,683	-	-	446,336	445,634
TIF Districts	4,146,695	10,369,258	-	-	14,515,953	13,966,871
Nonmajor Governmental Funds	5,366,110	17,724,119	2,344,571	-	25,434,800	25,504,336
Total Governmental Funds	852,599	50,340,886	2,391,150	3,298,556	56,883,191	57,612,268
Sewer Fund	1,016,307	3,869,587	-	-	4,885,894	4,366,300
Water Utility	1,232,123	3,310,171	253,424	-	4,795,718	3,641,187
Self Insurance Fund	117,734	2,919,532	371,290	-	3,408,556	3,391,875
Other Designated Funds	12,805	-	-	-	12,805	12,805
Total Other Funds	2,378,968	10,099,290	624,714	-	13,102,973	11,412,167
Total Pooled Cash & Investments	3,231,567	60,440,176	3,015,864	3,298,556	69,986,163	69,024,435
Property Tax Fund	1,468,361	8,464,188	-	-	9,932,549	1,057,254
Total Trust Funds	1,468,361	8,464,188	-	-	9,932,549	1,057,254
Grand Total Cash & Investments	4,699,928	68,904,364	3,015,864	3,298,556	79,918,712	70,081,689
Average Floating Rate of Return		1.55%	1.90%	1.55%		
Avg Weighted Rate of Return - CD's		1.47%				
Maturities:						
Demand	4,699,928	63,615,664	26,041	3,298,556	71,640,189	60,320,370
Fixed Income & Equities						
2022 - Q3	-	19,900	-	-	19,900	2,945,000
2022 - Q4	-	19,900	2,496,058	-	2,515,958	2,498,151
2023 - Q1	-	3,825,000	-	-	3,825,000	3,825,000
2023 - Q2	-	18,900	-	-	18,900	-
2023 - Q3	-	1,405,000	493,766	-	1,898,766	493,168
2023 - Q4	-	-	-	-	-	-
	4,699,928	68,904,364	3,015,864	3,298,556	79,918,712	70,081,689

City of Franklin
2022 Financial Report
General Fund Summary
For the Seven months ended July 31, 2022

Revenue	2022 Annual Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 19,943,500	\$ 19,943,500	\$ 17,237,535	\$ 17,238,153	\$ 618
Other Taxes	614,900	614,900	263,227	232,728	(30,499)
Intergovernmental Revenue	1,758,500	1,758,500	1,031,015	1,143,297	112,282
Licenses & Permits	1,206,775	1,206,775	722,276	693,687	(28,589)
Law and Ordinance Violations	450,000	450,000	287,344	278,818	(8,526)
Public Charges for Services	2,503,750	2,503,750	1,332,722	1,329,600	(3,122)
Intergovernmental Charges	261,200	261,200	133,177	146,967	13,790
Investment Income	196,138	196,138	115,578	130,769	15,191
Sales of Capital Assets	10,000	10,000	5,990	-	(5,990)
Miscellaneous Revenue	205,366	205,366	117,404	81,085	(36,319)
Transfer from Other Funds	1,063,600	1,063,600	653,735	618,625	(35,110)
Total Revenue	\$ 28,213,729	\$ 28,213,729	\$ 21,900,003	\$ 21,893,729	\$ (6,274)

Expenditures	2022 Annual Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,196,150	\$ 3,238,473	\$ 1,989,272	\$ 1,805,139	E \$ 184,133
Public Safety	18,966,374	19,011,581	10,977,114	10,607,851	E 369,263
Public Works	4,270,593	4,351,229	2,273,119	2,305,998	E (32,879)
Health and Human Services	751,686	751,686	407,450	373,622	33,828
Other Culture and Recreation	464,849	470,182	263,482	156,287	E 107,195
Conservation and Development	618,248	624,159	344,406	313,986	E 30,420
Contingency and Unclassified	2,434,829	2,434,829	(38,411)	1,863	(40,274)
Transfers to Other Funds	11,000	11,000	-	-	-
Encumbrances	-	-	-	(247,437)	247,437
Total Expenditures	\$ 30,713,729	\$ 30,893,139	\$ 16,216,432	\$ 15,317,309	\$ 899,123
Excess of revenue over (under) expenditures	(2,500,000)	(2,679,410)	<u>\$ 5,683,571</u>	6,576,420	<u>\$ 892,849</u>
Fund balance, beginning of year	9,876,029	9,876,029		9,876,029	
Fund balance, end of period	<u>\$ 7,376,029</u>	<u>\$ 7,196,619</u>		<u>\$ 16,452,449</u>	

E Represents an encumbrance for current year from prior year

**City of Franklin
American Rescue Plan
Balance Sheet
July 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 3,752,129	\$ 1,874,207
Total Assets	<u>\$ 3,752,129</u>	<u>\$ 1,874,207</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Assigned fund balance	3,752,129	1,874,207
Total Liabilities and Fund Balance	<u>\$ 3,752,129</u>	<u>\$ 1,874,207</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2022 and 2021**

	<u>2022 Original Budget</u>	<u>2022 Amended Budget</u>	<u>2022 Year-to-Date Budget</u>	<u>2022 Year-to-Date Actual</u>	<u>2021 Year-to-Date Actual</u>
Revenue:					
Intergovernmental	\$ 1,875,000	\$ 1,875,000	\$ 1,093,750	\$ 1,874,143	\$ 1,874,207
Investment Income	9,400	9,400	5,483	2,539	-
Total Revenue	<u>1,884,400</u>	<u>1,884,400</u>	<u>1,099,233</u>	<u>1,876,682</u>	<u>1,874,207</u>
Expenditures:					
Non Personnel Services	-	-	-	1,253	-
Auditor Services	15,000	15,000	8,750	-	-
Transfer to Capital Improvement Fund	1,556,200	1,556,200	907,783	-	-
Total Expenditures	<u>1,571,200</u>	<u>1,571,200</u>	<u>916,533</u>	<u>1,253</u>	<u>-</u>
Revenue over (under) expenditures	313,200	313,200	<u>182,700</u>	1,875,429	1,874,207
Fund balance, beginning of year	-	1,876,700		1,876,700	-
Fund balance, end of period	<u>\$ 313,200</u>	<u>\$ 2,189,900</u>		<u>\$ 3,752,129</u>	<u>\$ 1,874,207</u>

City of Franklin
Solid Waste Collection Fund
Balance Sheet
July 31, 2022 and 2021

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 1,319,287	\$ 1,329,001
Tax Receivables	46	46
Accrued Receivables	1,079	1,639
Total Assets	<u>\$ 1,320,412</u>	<u>\$ 1,330,686</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 176,628	\$ 169,263
Accrued salaries & wages	-	227
Unearned Revenue	(801)	-
Restricted fund balance	1,144,585	1,161,196
Total Liabilities and Fund Balance	<u>\$ 1,320,412</u>	<u>\$ 1,330,686</u>

Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2022 and 2021

	<u>2022</u> <u>Original</u> <u>Budget</u>	<u>2022</u> <u>YTD</u> <u>Budget</u>	<u>2022</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2021</u> <u>Year-to-Date</u> <u>Actual</u>
Revenue:				
Grants	\$ 69,300	69,300	\$ 69,079	\$ 69,357
User Fees	1,615,500	1,614,276	1,610,415	1,545,645
Landfill Operations-tippage	370,000	187,183	195,227	240,097
Investment Income	7,700	5,037	2,796	1,650
Sale of Recyclables	-	-	2,185	2,789
Total Revenue	<u>2,062,500</u>	<u>1,875,796</u>	<u>1,879,702</u>	<u>1,859,538</u>
Expenditures:				
Personnel Services	16,815	9,701	4,032	3,671
Refuse Collection	748,900	436,095	452,174	425,703
Recycling Collection	731,900	426,722	444,733	425,384
Leaf & Brush Pickups	61,350	18,426	15,898	15,345
Tippage Fees	495,000	227,563	246,446	238,681
Miscellaneous	3,000	1,899	3,355	1,965
Total Expenditures	<u>2,056,965</u>	<u>1,120,406</u>	<u>1,166,638</u>	<u>1,110,749</u>
 Revenue over (under) expenditures	 5,535	 <u>755,390</u>	 713,064	 748,789
 Fund balance, beginning of year	 <u>393,401</u>		 <u>431,521</u>	 <u>412,407</u>
 Fund balance, end of period	 <u>\$ 398,936</u>		 <u>\$ 1,144,585</u>	 <u>\$ 1,161,196</u>

**City of Franklin
Utility Development Fund
Balance Sheet
July 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments - Water	\$ 1,116,837	\$ 1,052,221
Cash and investments - Sewer	1,458,611	1,368,214
Special Assessment - Water Current	107,823	39,388
Special Assessment - Water Deferred	20,070	127,977
Special Assessment - Sewer Current	55,527	105,205
Reserve for Uncollectible	-	-
Total Assets	<u>\$ 2,758,868</u>	<u>\$ 2,693,005</u>
 <u>Liabilities and Fund Balance</u>		
Unearned Revenue	\$ 183,421	272,571
Total Fund Balance	2,575,447	2,420,434
Total Liabilities and Fund Balance	<u>\$ 2,758,868</u>	<u>\$ 2,693,005</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2022 and 2021**

	<u>2022 Original Budget</u>	<u>2022 Year-to-Date Budget</u>	<u>2022 Year-to-Date Actual</u>	<u>2021 Year-to-Date Actual</u>
Revenue:				
Special Assessments:				
Water	\$ 10,000	\$ 3,986	\$ 21,921	\$ 12,720
Sewer	27,800	6,423	23,447	-
Connection Fees.				
Sewer	27,000	10,866	26,084	15,943
Total Assessments & Connection Fees	<u>64,800</u>	<u>21,275</u>	<u>71,452</u>	<u>28,663</u>
Special Assessment Interest	6,500	88	1,153	-
Investment Income	5,500	3,208	7,084	3,594
Total Revenue	<u>76,800</u>	<u>24,571</u>	<u>79,689</u>	<u>32,257</u>
 Transfer to Capital Improvement Fund.				
Water	1,046,450	610,430	-	-
Sewer	500,000	291,666	-	-
Total Transfers to Capital Improvement Fund	<u>1,546,450</u>	<u>902,096</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	(1,469,650)	(877,525)	79,689	32,257
Fund balance, beginning of year	<u>2,441,277</u>	<u>2,495,758</u>	<u>2,495,758</u>	<u>2,388,177</u>
Fund balance, end of period	<u>\$ 971,627</u>	<u>\$ 1,618,233</u>	<u>\$ 2,575,447</u>	<u>\$ 2,420,434</u>

**City of Franklin
Development Fund
Balance Sheet
July 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 8,169,282	\$ 6,617,141
Other accounts receivable	3,265	-
Advances to Other Funds	1,700,000	2,800,000
Total Assets	<u>\$ 9,872,547</u>	<u>\$ 9,417,141</u>
<u>Liabilities and Fund Balance</u>	<u>2022</u>	<u>2021</u>
Accrued Liabilities	\$ 219,756	\$ 337,643
Assigned fund balance	9,652,791	9,079,498
Total Liabilities and Fund Balance	<u>9,872,547</u>	<u>9,417,141</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2022 and 2021**

	<u>2022 Original Budget</u>	<u>2022 Amended Budget</u>	<u>2022 Year-to-Date Budget</u>	<u>2022 Year-to-Date Actual</u>	<u>2021 Year-to-Date Actual</u>
Revenue:					
Impact Fees:					
Parks	\$ 316,485	\$ 316,485	\$ 143,894	\$ 88,317	\$ 64,698
Southwest Sewer Service Area	368,610	368,610	143,149	87,527	83,865
Administration	73,040	73,040	32,983	3,910	2,249
Water	701,623	701,623	299,822	135,136	140,285
Transportation	375,362	375,362	167,997	59,204	30,400
Fire Protection	257,444	257,444	118,423	40,642	20,835
Law Enforcement	294,498	294,498	139,826	46,534	23,853
Library	49,229	49,229	23,394	15,499	11,350
Total Impact Fees	<u>2,436,291</u>	<u>2,436,291</u>	<u>1,069,488</u>	<u>476,769</u>	<u>377,535</u>
Miscellaneous Revenue	-	-	-	3,265	-
Investment Income	70,000	70,000	40,833	20,202	35,245
Investment Gains/Losses	-	-	-	(948)	(31,056)
Interfund Interest Income	60,000	60,000	35,000	21,250	29,567
Total Revenue	<u>2,566,291</u>	<u>2,566,291</u>	<u>1,145,321</u>	<u>520,538</u>	<u>411,291</u>
Expenditures:					
Other Professional Services	25,000	28,246	10,889	9,172 E	3,321
Transfer to Debt Service					
Law Enforcement	175,000	175,000	102,083	-	180,900
Fire	127,750	127,750	72,520	-	-
Transportation	312,375	312,375	176,076	-	-
Library	305,000	305,000	177,916	-	-
Encumbrances	-	-	-	-	-
Total Transfers to Debt Service	<u>920,125</u>	<u>920,125</u>	<u>528,595</u>	<u>-</u>	<u>180,900</u>
Transfer to Capital Improvement Fund					
Park	904,040	904,040	113,866	93,000 E	135,608
Water	3,674,325	3,674,325	2,143,356	-	-
Total Transfers to Capital Improvement Fund	<u>4,578,365</u>	<u>4,578,365</u>	<u>2,257,222</u>	<u>93,000</u>	<u>135,608</u>
Encumbrances	-	-	-	(94,755)	(96,321)
Total Expenditures	<u>5,523,490</u>	<u>5,526,736</u>	<u>2,796,706</u>	<u>7,417</u>	<u>223,508</u>
Revenue over (under) expenditures	(2,957,199)	(2,960,445)	<u>(1,651,385)</u>	513,121	187,783
Fund balance, beginning of year	9,168,115	9,139,670		9,139,670	8,891,715
Fund balance, end of period	<u>\$ 6,210,916</u>	<u>\$ 6,179,225</u>		<u>\$ 9,652,791</u>	<u>\$ 9,079,498</u>

**City of Franklin
Debt Service Funds
Balance Sheet
July 31, 2022 and 2021**

	2022 Special Assessment	2022 Debt Service	2022 Total	2021 Special Assessment	2021 Debt Service	2021 Total
Assets						
Cash and investments	\$ 186,561	\$ 259,776	\$ 446,337	\$ 204,909	\$ (13)	\$ 204,896
Accounts receivable	12,780		12,780	15,838		15,838
Total Assets	\$ 199,341	\$ 259,776	\$ 459,117	\$ 220,747	\$ (13)	\$ 220,734
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 12,780	\$ -	\$ 12,780	\$ 15,838	\$ -	\$ 15,838
Unassigned fund balance	186,561	259,776	446,337	204,909	(13)	204,896
Total Liabilities and Fund Balance	\$ 199,341	\$ 259,776	\$ 459,117	\$ 220,747	\$ (13)	\$ 220,734

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2022 and 2021**

	2022 Special Assessment	2022 Debt Service	2022 Year-to-Date Actual	2022 Original Budget	2021 Special Assessment	2021 Debt Service	2021 Year-to-Date Actual
Revenue:							
Property Taxes	\$ -	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ 1,100,000	\$ 1,100,000
Special Assessments	191	-	191	2,000	2,854		2,854
Investment Income	520	1,053	1,573	3,250	927	400	1,327
Total Revenue	711	1,101,053	1,101,764	1,105,250	3,781	1,100,400	1,104,181
Expenditures:							
Debt Service							
Principal	-	1,070,000	1,070,000	970,000	-	1,480,000	1,480,000
Interest	-	90,506	90,506	196,144	-	75,856	75,856
Bank Fees	-	1,600	1,600	1,200	-	1,200	1,200
Total Expenditures	-	1,162,106	1,162,106	1,167,344	-	1,557,056	1,557,056
Transfers in	-	-	-	31,476	-	180,900	180,900
Transfers out	-	-	-	(31,476)	-	-	-
Net change in fund balances	711	(61,053)	(60,342)	(62,094)	3,781	(275,756)	(271,975)
Fund balance, beginning of year	185,850	320,829	506,679	506,679	201,128	275,743	476,871
Fund balance, end of period	\$ 186,561	\$ 259,776	\$ 446,337	\$ 444,585	\$ 204,909	\$ (13)	\$ 204,896

**City of Franklin
Capital Outlay Fund
Balance Sheet
July 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 1,340,324	\$ 922,297
Accounts Receivables	-	7,676
Total Assets	<u>\$ 1,340,324</u>	<u>\$ 929,973</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 27,389	\$ 23,907
Assigned fund balance	1,312,935	906,066
Total Liabilities and Fund Balance	<u>\$ 1,340,324</u>	<u>\$ 929,973</u>

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2022 and 2021**

	<u>2022 Original Budget</u>	<u>2022 Amended Budget</u>	<u>2022 Year-to-Date Budget</u>	<u>2022 Year-to-Date Actual</u>	<u>2021 Year-to-Date Actual</u>
Revenue:					
Property Taxes	\$ 53,300	\$ 53,300	\$ 53,300	\$ 53,300	\$ 296,000
Grants	23,000	23,000	13,417	2,425	13,563
Landfill Siting	925,000	925,000	583,904	513,588	542,735
Investment Income	2,500	2,500	1,458	2,880	987
Miscellaneous Revenue	40,000	40,000	21,705	15,688	36,709
Transfers from Other Funds	340,000	340,000	255,000	-	-
Total Revenue	<u>1,383,800</u>	<u>1,383,800</u>	<u>928,784</u>	<u>587,881</u>	<u>889,994</u>
Expenditures:					
General Government	383,540	375,540	202,990	25,514 E	22,874
Public Safety	431,452	472,323	313,946	167,598 E	488,713
Public Works	358,822	409,382	181,953	269,735 E	592,714
Health and Human Services	30,000	30,000	17,500	-	-
Culture and Recreation	236,000	259,653	137,667	35,196 E	149,993
Conservation and Development	46,500	176,473	27,125	129,973 E	187,190
Contingency	50,000	50,000	21,384	-	-
Encumbrances	-	-	-	(348,272)	(765,313)
Total Expenditures	<u>1,536,314</u>	<u>1,773,371</u>	<u>902,565</u>	<u>279,744</u>	<u>676,171</u>
Revenue over (under) expenditures	(152,514)	(389,571)	<u>26,219</u>	308,137	213,823
Fund balance, beginning of year	<u>681,543</u>	<u>1,004,798</u>		<u>1,004,798</u>	<u>692,243</u>
Fund balance, end of period	<u>\$ 529,029</u>	<u>\$ 615,227</u>		<u>\$ 1,312,935</u>	<u>\$ 906,066</u>

**City of Franklin
Equipment Replacement Fund
Balance Sheet
July 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 1,533,308	\$ 2,087,579
Total Assets	<u>\$ 1,533,308</u>	<u>\$ 2,087,579</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Assigned fund balance	1,533,308	2,087,579
Total Liabilities and Fund Balance	<u>\$ 1,533,308</u>	<u>\$ 2,087,579</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2022 and 2021**

	<u>2022 Original Budget</u>	<u>2022 Amended Budget</u>	<u>2022 Year-to-Date Budget</u>	<u>2022 Year-to-Date Actual</u>	<u>2021 Year-to-Date Actual</u>
Revenue:					
Landfill	\$ 615,000	\$ 615,000	\$ 352,631	\$ 338,230	\$ 357,720
Investment Income	5,000	5,000	2,917	(1,099)	726
Property Sales	96,000	96,000	20,971	22,095	-
Total Revenue	<u>716,000</u>	<u>716,000</u>	<u>376,519</u>	<u>359,226</u>	<u>358,446</u>
Expenditures:					
Public Safety	768,467	768,467	520,638	747,002 E	355,305
Public Works	1,063,000	1,400,600	576,803	1,084,294 E	846,611
Encumbrances	-	-	-	(775,161)	(541,213)
Total Expenditures	<u>1,831,467</u>	<u>2,169,067</u>	<u>1,097,441</u>	<u>1,056,135</u>	<u>660,703</u>
Revenue over (under) expenditures	(1,115,467)	(1,453,067)	<u>(720,922)</u>	(696,909)	(302,257)
Fund balance, beginning of year	<u>1,664,036</u>	<u>2,230,217</u>		<u>2,230,217</u>	<u>2,389,836</u>
Fund balance, end of period	<u>\$ 548,569</u>	<u>\$ 777,150</u>		<u>\$ 1,533,308</u>	<u>\$ 2,087,579</u>

**City of Franklin
Capital Improvement Fund
Balance Sheet
July 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 2,940,842	\$ 1,921,564
Accounts receivables	847	516,950
Total Assets	<u>\$ 2,941,689</u>	<u>\$ 2,438,514</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 87,881	\$ 50,913
Deferred Inflow	-	508,000
Assigned fund balance	2,853,808	1,879,601
Total Liabilities and Fund Balance	<u>\$ 2,941,689</u>	<u>\$ 2,438,514</u>

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2022 and 2021**

	<u>2022 Original Budget</u>	<u>2022 Amended Budget</u>	<u>2022 Year-to-Date Budget</u>	<u>2022 Year-to-Date Totals</u>	<u>2021 Year-to-Date Totals</u>
Revenue:					
Block Grants	\$ 560,000	\$ 560,000	\$ 326,667	\$ -	\$ -
Other Grants-NEXT Gen 911 Grant	-	-	-	-	14,327
Landfill Siting	75,000	75,000	29,093	37,580	24,682
Transfers from Other Funds	4,736,425	4,736,425	-	-	-
Transfers from Impact Fees	5,343,490	5,343,490	662,410	-	42,608
Transfers from Connection Fees	1,475,950	1,475,950	860,971	-	-
Refunds, Reimbursements & Miscellaneous	-	-	-	86,000	-
Investment Income	3,000	3,000	1,750	10,957	2,337
Total Revenue	<u>12,193,865</u>	<u>12,193,865</u>	<u>1,880,891</u>	<u>134,537</u>	<u>83,954</u>
Expenditures:					
General Government	1,721,200	1,721,200	1,004,033	114,174 E	(56,873)
Public Safety	211,000	211,000	123,083	-	209,715
Public Works	849,500	1,039,762	495,543	234,700 E	1,111,959
Culture and Recreation	2,252,806	2,369,334	1,314,137	550,619	265,015
Sewer & Water	8,515,500	8,515,500	4,675,708	54,985	-
Contingency	140,000	140,000	111,014	-	170
Encumbrances	-	-	-	(533,309)	(1,302,840)
Total Expenditures	<u>13,690,006</u>	<u>13,996,796</u>	<u>7,723,518</u>	<u>421,169</u>	<u>227,146</u>
Revenue over (under) expenditures	<u>(1,496,141)</u>	<u>(1,802,931)</u>	<u>(5,842,627)</u>	<u>(286,632)</u>	<u>(143,192)</u>
Fund balance, beginning of year	<u>1,497,593</u>	<u>3,140,440</u>		<u>3,140,440</u>	<u>2,022,793</u>
Fund balance, end of period	<u>\$ 1,452</u>	<u>\$ 1,337,509</u>		<u>\$ 2,853,808</u>	<u>\$ 1,879,601</u>

**City of Franklin
Street Improvement Fund
Balance Sheet
July 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 1,898,460	\$ 1,458,958
Total Assets	\$ 1,898,460	\$ 1,458,958
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 14,533	\$ 8,001
Assigned fund balance	1,883,927	1,450,957
Total Liabilities and Fund Balance	\$ 1,898,460	\$ 1,458,958

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2022 and 2021**

	<u>2022 Original Budget</u>	<u>2022 Amended Budget</u>	<u>2022 Year-to-Date Totals</u>	<u>2021 Year-to-Date Totals</u>
Revenue:				
Landfill Siting	\$ 205,000	\$ 205,000	\$ 112,740	\$ 98,670
Investment Income	2,000	2,000	(194)	602
Transfers from Other Funds	140,000	140,000	-	-
Intergovernmental Resources	1,240,000	1,240,000	892,500	803,642
Total Revenue	1,587,000	1,587,000	1,005,046	902,914
Expenditures:				
Street Reconstruction Program - Current Year	1,494,000	1,494,000	957,930 E	943,550
Encumbrances	-	-	(896,647)	(888,603)
Total Expenditures	1,494,000	1,494,000	61,283	54,947
Revenue over (under) expenditures	93,000	93,000	943,763	847,967
Fund balance, beginning of year	854,490	940,164	940,164	602,990
Fund balance, end of period	\$ 947,490	\$ 1,033,164	\$ 1,883,927	\$ 1,450,957

City of Franklin
Consolidating TID Funds
Balance Sheet
As of July 31, 2022

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	Corporate Park TID 8	Total
Assets							
Cash & Investments	\$ 2,975,941	\$ 1,035,157	\$ 463,296	\$ (288,363)	\$ 8,695,189	\$ 1,634,733	\$ 14,515,953
Accounts Receivables	-	-	-	230,394	-	-	230,394
Interest Receivables	-	-	-	-	90,000	-	90,000
Total Assets	\$ 2,975,941	\$ 1,035,157	\$ 463,296	\$ (57,969)	\$ 8,785,189	\$ 1,634,733	\$ 14,836,347
Liabilities and Fund Balance							
Accounts Payable	\$ 4,516	\$ 1,116	\$ 1,117	\$ 3,536	\$ 1,117	\$ 3,371	\$ 14,773
Advances from Other Funds	-	200,000	-	-	1,500,000	-	1,700,000
Deferred Inflow	-	-	-	-	3,347,737	-	3,347,737
Total Liabilities	4,516	201,116	1,117	3,536	4,848,854	3,371	5,062,510
Ending Fund Balance	2,971,425	834,041	462,179	(61,505)	3,936,335	1,631,362	9,773,837
Total Liabilities and Fund Balance	2,975,941	1,035,157	463,296	(57,969)	8,785,189	1,634,733	14,836,347

GO Debt Outstanding \$ 200,000
Internal Advances Outstanding \$ 1,500,000
MRO Outstanding \$ -
*** Additional MRO's committed to but not issued \$ -

Statement of Revenue, Expenses and Fund Balance
July 31, 2022 and 2021

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	Corporate Park TID 8	Total
Revenue							
General Property Tax Levy	\$ 1,757,899	\$ 1,256,923	\$ 1,104,667	\$ 34,611	\$ 431,370	\$ 85,264	\$ 4,670,734
Payment in Lieu of Tax	-	-	-	287,880	-	-	287,880
State Exempt Aid	510,053	53,731	12,884	-	-	-	576,668
Investment Income	9,734	3,099	860	1,476	178,180	10,931	204,280
Miscellaneous revenue	-	4,352	-	-	4,000,000	-	4,004,352
Total Revenue	2,277,686	1,318,105	1,118,411	323,967	4,609,550	96,195	9,743,914
Expenditures							
Debt Service Principal	\$ 985,000	\$ -	\$ 710,000	\$ 160,000	\$ -	\$ -	\$ 1,855,000
Debt Service Interest & Fees	20,625	8,125	349,908	133,126	76,753	312	588,849
Administrative Expenses	1,230	2,870	3,570	12,320	3,570	48,370	71,930
Professional Services	4,516	69,585	1,546	27,885	2,478	805,006	911,016
Capital outlay	-	160,789	65,332	700,832	155,083	4,753,439	5,835,475
Development Incentive & Obligation Payments	-	(217,692)	-	(639,527)	459,000	750,000	1,209,000
Encumbrances	-	23,677	1,130,356	394,636	7,500	(4,593,364)	(5,443,083)
Total Expenditures	1,011,371	23,677	1,130,356	394,636	704,384	1,763,763	5,028,187
Excess of revenue over expenditures	1,266,315	1,294,428	(11,945)	(70,669)	3,905,166	(1,667,568)	4,715,727
Fund balance, beginning of year	1,705,110	(460,387)	474,124	9,164	31,169	3,298,930	5,058,110
Fund balance, end of period	\$ 2,971,425	\$ 834,041	\$ 462,179	\$ (61,505)	\$ 3,936,335	\$ 1,631,362	\$ 9,773,837

City of Franklin
Tax Increment Financing District #3 - Northwestern Mutual
Balance Sheet
July 31, 2022 and 2021

<u>Assets</u>	2022	2021
Cash & investments	\$ 2,975,941	\$ 1,777,490
Total Assets	<u>\$ 2,975,941</u>	<u>\$ 1,777,490</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 4,516	\$ -
Accrued Liabilities	\$ -	\$ 865,126
Total Liabilities	<u>4,516</u>	<u>865,126</u>
Assigned fund balance	<u>2,971,425</u>	<u>912,364</u>
Total Liabilities and Fund Balance	<u>\$ 2,975,941</u>	<u>\$ 1,777,490</u>

Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2022 and 2021

	2022 Annual Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	2021 Year-to-Date Actual
Revenue					
General property tax levy	\$ 1,843,100	\$ 1,843,100	\$ 1,843,100	\$ 1,757,899	\$ 2,067,579
Payment in Lieu of Taxes	-	-	-	-	62,938 00
State exempt aid	509,100	509,100	495,308	510,053	537,629
Bond proceeds	2,500	2,500	1,728	9,734	2,041
Total Revenue	<u>2,354,700</u>	<u>2,354,700</u>	<u>2,340,136</u>	<u>2,277,686</u>	<u>2,670,187</u>
Expenditures					
Debt service principal	985,000	985,000	985,000	985,000	965,000
Debt service interest & fees	26,521	26,521	10,520	20,625	35,100
Administrative expenses	4,920	4,920	2,870	1,230	2,870
Professional services	6,350	6,350	3,704	4,516	4,064
Development incentive & obligation payments	-	-	-	-	1,050,225
Total Expenditures	<u>1,022,791</u>	<u>1,022,791</u>	<u>1,002,094</u>	<u>1,011,371</u>	<u>2,057,259</u>
Revenue over (under) expenditures	1,331,909	1,331,909	1,338,042	1,266,315	612,928
Fund balance, beginning of year	<u>812,421</u>	<u>812,421</u>	<u>1,705,110</u>	<u>1,705,110</u>	<u>299,436</u>
Fund balance, end of period	<u>\$ 2,144,330</u>	<u>\$ 2,144,330</u>	<u>\$ 3,043,152</u>	<u>\$ 2,971,425</u>	<u>\$ 912,364</u>

City of Franklin
Tax Increment Financing District #4 - Ascension Hospital
Balance Sheet
As of July 31, 2022

<u>Assets</u>	2022	2021
Cash & investments	\$ 1,035,157	\$ 970,767
Total Assets	<u>\$ 1,035,157</u>	<u>\$ 970,767</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 1,116	\$ 63,601
Due to other funds - Interfund Advance	-	1,300,000
Advances from Other Funds	200,000	-
Total Liabilities	<u>201,116</u>	<u>1,363,601</u>
Assigned fund balance	834,041	(392,834)
Total Liabilities and Fund Balance	<u>\$ 1,035,157</u>	<u>\$ 970,767</u>

Statement of Revenue, Expenses and Fund Balance
July 31, 2022 and 2021

	2022 Annual Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	2021 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 1,314,900	\$ 1,314,900	\$ 1,314,900	\$ 1,256,923	\$ 1,160,642
Payment in Lieu of Tax	-	-	-	-	58,830
State Exempt Aid	53,700	53,700	38,242	53,731	86,049
Investment Income	2,500	2,500	1,458	3,099	1,068
Miscellaneous revenue	-	-	-	4,352	-
Total Revenue	<u>1,371,100</u>	<u>1,371,100</u>	<u>1,354,600</u>	<u>1,318,105</u>	<u>1,306,589</u>
Expenditures					
Debt service interest & fees	9,375	9,375	5,469	8,125	15,625
Administrative expenses	4,920	4,920	2,870	2,870	2,870
Professional services	6,150	74,469	3,588	69,585	198,152
Capital outlays	-	160,789	-	160,789	809,365
Encumbrances	-	-	-	(217,692)	(847,013)
Total Expenditures	<u>20,445</u>	<u>249,553</u>	<u>11,927</u>	<u>23,677</u>	<u>178,999</u>
Revenue over (under) expenditures	1,350,655	1,121,547	1,342,673	1,294,428	1,127,590
Fund balance, beginning of year	<u>(732,269)</u>	<u>(460,387)</u>	<u>(460,387)</u>	<u>(460,387)</u>	<u>(1,520,424)</u>
Fund balance, end of period	<u>\$ 618,386</u>	<u>\$ 661,160</u>	<u>\$ 882,286</u>	<u>\$ 834,041</u>	<u>\$ (392,834)</u>

City of Franklin
Tax Increment Financing District #5
Balance Sheet
As of July 31, 2022

<u>Assets</u>	2022	2021
Cash & investments	\$ 463,296	\$ 833,435
Total Assets	<u>\$ 463,296</u>	<u>\$ 833,435</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 1,117	\$ -
Total Liabilities	<u>1,117</u>	<u>-</u>
Assigned fund balance	462,179	833,435
Total Liabilities and Fund Balance	<u>\$ 463,296</u>	<u>\$ 833,435</u>

Statement of Revenue, Expenses and Fund Balance
July 31, 2022 and 2021

	2022 Annual Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	2021 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 1,199,300	\$ 1,199,300	\$ 501,000	\$ 1,104,667	\$ 478,853
Payment in Lieu of Tax	90,000	90,000	52,500	-	170,170
State Exempt Aid	12,900	12,900	7,525	12,884	25,643
Investment Income	-	-	-	860	109
Miscellaneous revenue	141,000	141,000	82,250	-	-
Total Revenue	<u>1,443,200</u>	<u>1,443,200</u>	<u>643,275</u>	<u>1,118,411</u>	<u>674,775</u>
Expenditures					
Debt service principal	710,000	710,000	414,166	710,000	-
Debt service interest & fees	690,010	690,010	288,863	349,908	300,315
Administrative expenses	6,120	6,120	3,506	3,570	7,560
Professional services	1,750	1,750	1,492	1,546	17,501
Capital outlays	-	-	-	65,332	-
Encumbrances	-	-	-	-	(16,279)
Total Expenditures	<u>1,407,880</u>	<u>1,407,880</u>	<u>708,027</u>	<u>1,130,356</u>	<u>309,097</u>
Revenue over (under) expenditures	35,320	35,320	(64,752)	(11,945)	365,678
Fund balance, beginning of year	<u>383,478</u>	<u>383,478</u>	<u>474,124</u>	<u>474,124</u>	<u>467,757</u>
Fund balance, end of period	<u>\$ 418,798</u>	<u>\$ 418,798</u>	<u>\$ 409,372</u>	<u>\$ 462,179</u>	<u>\$ 833,435</u>

City of Franklin
Tax Increment Financing District #6 - Loomis & Ryan
Balance Sheet
As of July 31, 2022

<u>Assets</u>	2022	2021
Cash & investments	\$ (288,363)	\$ 433,084
Accounts receivable	230,394	-
Total Assets	<u>\$ (57,969)</u>	<u>\$ 433,084</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 3,536	\$ -
Total Liabilities	3,536	-
Assigned fund balance	(61,505)	433,084
Total Liabilities and Fund Balance	<u>\$ (57,969)</u>	<u>\$ 433,084</u>

Statement of Revenue, Expenses and Fund Balance
July 31, 2022 and 2021

	2022	2022	2022	2021
	Annual	Year-to-Date	Year-to-Date	Year-to-Date
	Budget	Budget	Actual	Actual
Revenue				
General Property Tax Levy	\$ 37,500	\$ 21,875	\$ 34,611	\$ -
Payment in Lieu of Tax	572,800	334,133	287,880	-
Investment Income	\$ -	\$ -	\$ 1,476	\$ 461
Bond Proceeds	1,650,000	825,000	-	-
Miscellaneous revenue	-	-	-	89
Total Revenue	<u>2,260,300</u>	<u>1,181,008</u>	<u>323,967</u>	<u>550</u>
Expenditures				
Debt service principal	160,000	93,333	160,000	-
Debt service interest & fees	338,054	136,758	133,126	120,688
Administrative expenses	21,120	12,320	12,320	24,185
Professional services	9,550	5,633	27,885	8,707
Capital outlays	1,500,000	875,000	700,832	69,663
Encumbrances	-	-	(639,527)	(69,663)
Total Expenditures	<u>2,028,724</u>	<u>1,123,044</u>	<u>394,636</u>	<u>153,580</u>
Revenue over (under) expenditures	231,576	57,964	(70,669)	(153,030)
Fund balance, beginning of year	<u>(73,285)</u>	<u>9,164</u>	<u>9,164</u>	<u>586,114</u>
Fund balance, end of period	<u>\$ 158,291</u>	<u>\$ 67,128</u>	<u>\$ (61,505)</u>	<u>\$ 433,084</u>

City of Franklin
Tax Increment Financing District #7 - Velo Village
Balance Sheet
As of July 31, 2022

<u>Assets</u>	2022	2021
Cash & investments	\$ 8,695,189	\$ 245,897
Accounts receivable	-	4,500,000
Interest receivable	90,000	-
Total Assets	<u>\$ 8,785,189</u>	<u>\$ 4,745,897</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 1,117	\$ -
Advances from Other Funds	\$ 1,500,000	\$ 1,500,000
Deferred Inflow	3,347,737	4,500,000
Total Liabilities	<u>4,848,854</u>	<u>6,000,000</u>
Assigned fund balance	3,936,335	(1,254,103)
Total Liabilities and Fund Balance	<u>\$ 8,785,189</u>	<u>\$ 4,745,897</u>

Statement of Revenue, Expenses and Fund Balance
July 31, 2022 and 2021

	2022 Annual Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	2021 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 468,300	\$ 468,300	\$ 12,500	\$ 431,370	\$ 11,911
Investment Income	210,000	210,000	122,500	178,180	136,138
Miscellaneous revenue	-	-	-	4,000,000	-
Total Revenue	<u>678,300</u>	<u>678,300</u>	<u>135,000</u>	<u>4,609,550</u>	<u>148,049</u>
Expenditures					
Debt service interest & fees	127,023	127,023	74,097	76,753	77,570
Administrative expenses	6,120	6,120	3,570	3,570	3,569
Professional services	16,150	16,150	671	2,478	2,100
Capital outlays	-	-	-	155,083	-
Development incentive & obligation payments	765,000	765,000	446,250	459,000	-
Encumbrances	-	-	-	7,500	(1,600)
Total Expenditures	<u>914,293</u>	<u>914,293</u>	<u>524,588</u>	<u>704,384</u>	<u>81,639</u>
Revenue over (under) expenditures	(235,993)	(235,993)	(389,588)	3,905,166	66,410
Fund balance, beginning of year	<u>(347,719)</u>	<u>(347,719)</u>	<u>31,169</u>	<u>31,169</u>	<u>(1,320,513)</u>
Fund balance, end of period	<u>\$ (583,712)</u>	<u>\$ (583,712)</u>	<u>\$ (358,419)</u>	<u>\$ 3,936,335</u>	<u>\$ (1,254,103)</u>

City of Franklin
Tax Increment Financing District #8 - Corporate Park
Balance Sheet
As of July 31, 2022

<u>Assets</u>	2022	2021
Cash & investments	\$ 1,634,733	\$ (7,597)
Total Assets	\$ 1,634,733	\$ (7,597)
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 3,371	\$ 2,555
Advances from Other Funds	-	100,000
Total Liabilities	3,371	102,555
Assigned fund balance	1,631,362	(110,152)
Total Liabilities and Fund Balance	\$ 1,634,733	\$ (7,597)

Statement of Revenue, Expenses and Fund Balance
July 31, 2022 and 2021

	2022 Annual Budget	2022 Amended Budget	2022 Year-to-Date Budget	2022 Year-to-Date Actual	2021 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 89,400	\$ 89,400	\$ 52,150	\$ 85,264	\$ -
Investment Income	-	-	-	10,931	-
Bond Proceeds	\$ 6,000,000	\$ 6,000,000	\$ -	\$ -	\$ -
Total Revenue	6,089,400	6,089,400	52,150	96,195	-
Expenditures					
Debt service interest & fees	102,500	102,500	59,792	312	-
Administrative expenses	82,920	82,920	48,370	48,370	27,125
Professional services	3,750	282,612	2,187	805,006	37,502
Capital outlays	5,750,000	5,757,446	3,354,167	4,753,439	47,431
Development incentive & obligation payments	-	-	-	750,000	-
Encumbrances	-	-	-	(4,593,364)	(65,117)
Total Expenditures	5,939,170	6,225,478	3,464,516	1,763,763	46,941
Revenue over (under) expenditures	150,230	(136,078)	(3,412,366)	(1,667,568)	(46,941)
Fund balance, beginning of year	(175,461)	(175,461)	3,298,930	3,298,930	(63,211)
Fund balance, end of period	\$ (25,231)	\$ (311,539)	\$ (113,436)	\$ 1,631,362	\$ (110,152)

**City of Franklin
Self Insurance Fund - Actives
Balance Sheet
July 31, 2022 and 2021**

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 3,482,556	\$ 3,554,248
Accounts receivable	648	324
Total Assets	<u>\$ 3,483,204</u>	<u>\$ 3,554,572</u>
 <u>Liabilities and Net Assets</u>		
Accounts payable	\$ 2,900	\$ 892
Claims payable	311,800	311,800
Unrestricted net assets	3,168,504	3,241,880
Total Liabilities and Fund Balance	<u>\$ 3,483,204</u>	<u>\$ 3,554,572</u>

**City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2022 and 2021**

	<u>2022</u> <u>Original</u> <u>Budget</u>	<u>2022</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2022</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2021</u> <u>Year-to-Date</u> <u>Actual</u>
Revenue				
Medical Premiums-City	\$ 2,295,279	\$ 1,346,160	\$ 1,379,754	\$ 1,342,101
Medical Premiums-Employee	466,977	272,161	261,621	255,761
Other - Invest Income, Rebates	131,400	76,650	29,566	37,778
Medical Revenue	<u>2,893,656</u>	<u>1,694,971</u>	<u>1,670,941</u>	<u>1,635,640</u>
Dental Premiums-City	115,000	68,121	57,233	97,651
Dental Premiums-Retirees	2,500	1,874	2,311	1,944
Dental Premiums-Employee	55,000	32,828	30,145	35,080
Dental Revenue	<u>172,500</u>	<u>102,823</u>	<u>89,689</u>	<u>134,675</u>
Total Revenue	<u>3,066,156</u>	<u>1,797,794</u>	<u>1,760,630</u>	<u>1,770,315</u>
Expenditures:				
Medical				
Medical claims	2,191,552	1,212,539	998,039	1,102,712
Prescription drug claims	-	-	186,282	106,909
Refunds-Stop Loss Coverage	-	-	(9,076)	(78,272)
Total Claims	<u>2,191,552</u>	<u>1,212,539</u>	<u>1,175,245</u>	<u>1,131,349</u>
Medical Claim Fees	-	-	105,792	101,112
Stop Loss Premiums	646,945	377,448	289,533	308,804
Other - Miscellaneous	130,145	54,048	22,720	11,711
HSA Contributions	152,250	87,837	80,500	76,750
Plan Administration	47,100	27,475	27,475	27,475
Total Medical Costs	<u>3,167,992</u>	<u>1,759,347</u>	<u>1,701,265</u>	<u>1,657,201</u>
Dental				
Active Employees & COBRA	189,000	108,262	84,851	108,697
Retiree	4,700	2,957	3,643	6,168
Total Dental Costs	<u>193,700</u>	<u>111,219</u>	<u>88,494</u>	<u>114,865</u>
Total Expenditures	<u>3,361,692</u>	<u>1,870,566</u>	<u>1,789,759</u>	<u>1,772,066</u>
Revenue over (under) expenditures	(295,536)	<u>\$ (72,772)</u>	(29,129)	(1,751)
Net assets, beginning of year	<u>3,243,631</u>		<u>3,197,633</u>	<u>3,243,631</u>
Net assets, end of period	<u>\$ 2,948,095</u>		<u>\$ 3,168,504</u>	<u>\$ 3,241,880</u>

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
July 31, 2022 and 2021

<u>Assets</u>	<u>2022</u>	<u>2021</u>
Cash and investments	\$ 34,136	\$ 217,158
Investments held in trust - Fixed Inc	2,667,227	2,802,298
Investments held in trust - Equities	5,446,496	5,714,685
Accounts receivable	18,761	15,416
Total Assets	<u>\$ 8,166,620</u>	<u>\$ 8,749,557</u>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 433	\$ -
Claims payable	16,600	16,600
Net assets held in trust for post emp	8,149,587	8,732,957
Total Liabilities and Fund Balance	<u>\$ 8,166,620</u>	<u>\$ 8,749,557</u>

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2022 and 2021

<u>Revenue</u>	<u>2022</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2021</u> <u>Year-to-Date</u> <u>Actual</u>
ARC Medical Charges - City	\$ 197,975	\$ 158,051
Medical Charges - Retirees	130,484	119,428
Implicit Rate Subsidy	-	-
Medical Revenue	<u>328,459</u>	<u>277,479</u>
Expenditures:		
Retirees-Medical		
Medical claims	153,483	103,483
Prescription drug claims	67,438	64,953
Refunds-Stop Loss Coverage	-	-
Total Claims-Retirees	<u>220,921</u>	<u>168,436</u>
Medical Claim Fees	18,916	15,085
Stop Loss Premiums	57,630	54,231
Miscellaneous Expense	343	133
Total Medical Costs-Retirees	<u>297,810</u>	<u>237,885</u>
Revenue over (under) expenditures	30,649	39,594
Annual Required Contribution-Net	(94,641)	53,599
Other - Investment Income, etc.	(836,537)	844,850
Total Revenues	<u>(931,178)</u>	<u>898,449</u>
Net Revenues (Expenditures)	(900,529)	938,043
Net assets, beginning of year	<u>9,050,116</u>	<u>7,794,914</u>
Net assets, end of period	<u>\$ 8,149,587</u>	<u>\$ 8,732,957</u>

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/6/2022
REPORTS & RECOMMENDATIONS <i>DDG</i>	An Ordinance to Amend Ordinance 2021-2486, an Ordinance Adopting the 2022 Annual Budget for the General Fund to Transfer \$3,000 of Unrestricted Contingency to the Parks Maintenance Budget and Appropriate \$1,732 of Donations Received for a Bench	ITEM NUMBER G.16.

BACKGROUND

At the Council meeting on June 7, 2022, the Common Council directed the Department of Public Works to install a flag pole and bench amenities at Market Square Park.

The Parks Commission voted unanimously at their August 8, 2022 meeting to recommend to Council to adopt a budget amendment to move \$3,000 from General Fund Contingency to General Fund Parks Maintenance to cover the cost of installing this new flag pole.

ANALYSIS

The Department of Public Works is seeking Council approval to transfer \$3,000 from Unrestricted, General Fund Contingency to the General Fund Parks Maintenance Account in the 2022 fiscal year.

In addition, \$1,732 has been received as a donation to fund the purchase of the bench. However, an appropriation is needed to spend the \$1,732 in Donations for the bench.

FISCAL IMPACT

This \$3,000 transfer will reduce the available contingency in the 2022 General Fund Budget

RECOMMENDATION

Staff recommends the attached proposed General Fund Budget Amendment transferring \$3,000 of Unrestricted Contingency funds from account number 01-0199-5499 to the Parks Maintenance General Fund Budget, Account Number 01-0551-5247, and appropriate \$1,732 of Donated funds to be used for the bench purchase.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2022-____, An Ordinance to Amend Ordinance 2021-2486, an Ordinance Adopting the 2022 Annual Budget for the General Fund to Transfer \$3,000 of Unrestricted Contingency to the Parks Maintenance Budget and appropriate \$1,732 of donations received for a bench.

Roll Call Vote Required.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2022-_____

AN ORDINANCE TO AMEND ORDINANCE 2021-2486, AN ORDINANCE ADOPTING THE 2022 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$3,000 OF UNRESTRICTED CONTINGENCY TO THE PARKS MAINTENANCE BUDGET AND APPROPRIATE \$1,732 OF DONATIONS RECEIVED FOR A BENCH

WHEREAS, the Common Council of the City of Franklin adopted the 2022 Annual Budgets for the City of Franklin on November 16, 2021; and

WHEREAS, the Department of Public Works (DPW) is requesting to amend the General Fund Unrestricted Contingency budget to decrease it by \$3,000.00; and

WHEREAS, the Department of Public Works is authorized to spend the \$1,732.00 of donated funds for a bench near the flag pole; and

WHEREAS, the Department of Public Works is requesting to amend the Parks Maintenance General Fund budget to increase by \$4,732.00, which was approved by the Common Council on September 6, 2022; and

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That the 2022 Budget for the General Fund be amended as follows:

Appropriation / Source

General Fund Unrestricted Contingency Budget	\$3,000.00
Donations Received	\$1,732.00

Appropriation / Expenditure

DPW Parks Maintenance General Fund	Increase	\$4,732.00
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Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this Ordinance on the City's website.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 6th day of September, 2022.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL <i>SW</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9-6-22
REPORTS & RECOMMENDATIONS	Population Estimate from Wisconsin Department of Administration as of January 1, 2022	ITEM NUMBER G.17.

Franklin has received the preliminary population estimate of 35,895 as of January 1, 2022, which is a decrease from the 2020 Census. The base population figure from the 2020 Census was 36,816; however, 700 were reassigned (in number only, not physical placement) from Franklin to Milwaukee as the Census figures misallocated the group quarters population of both correctional facilities (House of Correction and Milwaukee County Jail) in the City of Franklin and included zero in the City of Milwaukee. Therefore, the adjusted 2020 Census figure used by the Wisconsin Department of Administration is 36,116. In addition, you will note in the attached email dated September 2, 2022, from Wisconsin Department of Administration Demographer/Research Analyst Dan Barroilhet, the population decreased at the Milwaukee County House of Correction from 1,175 in 2020 to 684 in 2022.

Also provided for your consideration of this item is information from Director of Inspection Services Scott Satula relating to building permits for new housing units and from City Engineer Glen Morrow relating to single family occupancies used for the current Johns' Disposal contract.

If it is the Common Council's decision to challenge the population estimate, submittal of data to be used to evaluate the challenge must occur on or before September 15, 2022.

For your review, Franklin's prior population was as follows:

1960	10,006	2011	35,504
1970	12,247	2012	35,520
1980	16,469	2013	35,810
1990	21,732	2014	35,702
2000	28,804	2015	35,655
4/1/00 Census	29,494	2016	35,741
2001	30,199	2017	36,046
2002	30,749	2018	35,779
2003	31,467	2019	35,996
2004	31,804	2020	36,514
2005	32,548	4/1/20 Census	36,816
2006	33,000	2021	36,646
2007	33,380		
2008	33,550		
2009	33,700		
2010	33,900		
4/1/10 Census	35,451		

COUNCIL ACTION REQUESTED

Motion to place on file the Wisconsin Department of Administration January 1, 2022 population estimate of 35,895.

OR

Motion to direct the Director of Clerk Services to submit a challenge to the correctness of the annual preliminary population estimate of January 1, 2022.

Sandi Wesolowski

Subject: FW: City of Franklin in Milwaukee County clarification request

From: Barroilhet, Dan - DOA <Dan.Barroilhet@wisconsin.gov>
Sent: Friday, September 2, 2022 11:27 AM
To: Sandi Wesolowski <SWesolowski@franklinwi.gov>
Cc: Young, Jim G - DOA <jim.young@wisconsin.gov>
Subject: RE: City of Franklin in Milwaukee County clarification request

Hello Sandi,

This may illuminate a bit.

Name	Est Year	Population
Milwaukee Co House of Correction	2022	684
Milwaukee Co House of Correction	2021	776
Milwaukee Co House of Correction	2020	1175

Dan Barroilhet
Demographer, Research Analyst
Division of Intergovernmental Relations
WI Dept. of Administration
(608) 266-1755
<https://doa.wi.gov/demographics>

From: Sandi Wesolowski <SWesolowski@franklinwi.gov>
Sent: Friday, September 02, 2022 11:03 AM
To: Barroilhet, Dan - DOA <Dan.Barroilhet@wisconsin.gov>
Cc: DOA DL All DIR Demographic Services <DOADLAllDIRDemographicServices@wisconsin.gov>
Subject: City of Franklin in Milwaukee County clarification request

Good morning,

The City of Franklin population from the 2020 Census was 36,816. As I am preparing data to present to the Franklin Common Council to determine if they wish to challenge the approximation of our population as provided by your office on August 10, 2022, the calculation of the change since the 2020 Census appears different from the US Census Bureau's count. Please clarify, as it appears the January 1, 2022 estimate of 35,895 represents a change of -921 persons since the 2020 Census. I have noted that there is a footnote on your 72 page report "Official Preliminary Estimates, 1/1/2022, Wisconsin Municipalities, with Comparison to Census 2020" stating that due to DSC research, the DSC reassigned 700 Milwaukee County residents from the City of Franklin to the City of Milwaukee; however, I am unaware of when/why that reassignment occurred.

I can be reached via return email or directly at (414)427-7503.

Sandi Wesolowski
Director of Clerk Services/City Clerk
City of Franklin

From: Sandi Wesolowski

Sent: Thursday, August 11, 2022 1:14 PM

To: Scott Satula <SSatula@franklinwi.gov>; Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>; Glen Morrow <GMorrow@franklinwi.gov>; Tyler Beinlich <TBeinlich@franklinwi.gov>

Cc: Steve Olson <Solson@franklinwi.gov>

Subject: Preliminary Estimate of the January 1, 2022 Population for the City of Franklin

Good afternoon Gentlemen,

I will be preparing a Council Action Sheet for the population estimate from the Wisconsin Department of Administration as of 1/01/2022, showing a decrease of 221 since the 2020 Census. I am not recalling ever having received a notice of decrease in the past 37 years, and, there has been new construction each year since the Census. The Common Council will have the option to accept or challenge the estimate, and we would have until September 15, 2022 to submit a challenge if that is what the Council decides. Knowing that there is a month until the deadline (so that details would not need to be prepared for the upcoming meeting on 8/16/2022), do you believe there would be evidence to recommend a challenge and if so, are you able to provide information prior to the 9/2/2022 deadline for the 9/06/2022 Common Council meeting? I have attached a challenge form so that you can see the criteria for submitting a challenge.

Let me know your thoughts,

Sandi

x7503

From: Dan Barroilhet - DOA <Dan.Barroilhet@wisconsin.gov>

Sent: Wednesday, August 10, 2022 5:55 PM

To: Sandi Wesolowski <SWesolowski@franklinwi.gov>

Subject: Preliminary Estimate of the January 1, 2022 Population for the City of Franklin in Milwaukee County

Dear Municipal Clerk:

The Demographic Services Center's preliminary estimate of the January 1, 2022 population for the City of Franklin in Milwaukee County is 35,895. This represents a change of -221 persons (-0.61%) since the 2020 Census. Wisconsin's total population is estimated at 5,947,500 which is a change of 53,782 persons and 0.91%.

In response to the housing survey that we sent you earlier this year, your municipality reported a net change of 98 housing units for calendar year 2021. (If we did not receive a survey from you, we estimated your change in housing stock or used other sources.) If your municipality believes that the above estimate is not a reasonable approximation of its population, please see the challenge form at https://doa.wi.gov/DIR/Challenge_Form_MUNI.pdf

Approximately 28,564 of the estimated population for the City of Franklin are of voting age. This courtesy estimate helps you to comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the census proportion of persons over 18 to the preliminary January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population. Please note that, if you have an adult correctional facility in your municipality, its population is included in this voting-age estimate.

Please remember that prior estimates were based on 2010 Census counts and that, by statute, DOA's 2022 estimates are based on the U.S. Census Bureau's 2020 counts. For these reasons, it is useful to compare DOA's 2022 estimates to the U.S. Census Bureau's 2020 counts and it is not useful to compare DOA's 2022 estimates to prior DOA estimates.

Demographic Services Center
Division of Intergovernmental Relations
WI Dept. of Administration
<https://doa.wi.gov/demographics>

Sandi Wesolowski

Subject: FW Preliminary Estimate of the January 1, 2022 Population for the City of Franklin

From: Scott Satula

Sent: Thursday, August 11, 2022 3:09 PM

To: Glen Morrow <GMorrow@franklinwi.gov>; Sandi Wesolowski <SWesolowski@franklinwi.gov>; Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>; Tyler Beinlich <TBeinlich@franklinwi.gov>

Cc: Steve Olson <Solson@franklinwi.gov>; Jacqueline Ziolkowski <JZiolkowski@franklinwi.gov>

Subject: RE: Preliminary Estimate of the January 1, 2022 Population for the City of Franklin

Inspection Services issued Building Permits for 184 new housing units (SF/2-Family/Apartments) in 2021. We issued Building Permits to raze 5 housing units in 2021. According to data found "on the internet", the average household size in 2021 was 2.51 people per household in the US. Simple math tells us that the "net" add, from the 179 new units, should have increased our population by approximately 450 people. Big difference between -221 and +450.

W. Scott Satula

Dir of Inspection Services

ssatula@franklinwi.gov

9229 W Loomis Road

Franklin, WI 53132

414-425-0084

Franklinwi.gov



Please go to [www.franklinwi.gov /Departments/Inspection Services](http://www.franklinwi.gov/Departments/Inspection%20Services) for information on inspections, applying for permits and permit pickup/payment.

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

From: Glen Morrow

Sent: Thursday, August 11, 2022 2:13 PM

To: Sandi Wesolowski <SWesolowski@franklinwi.gov>; Scott Satula <SSatula@franklinwi.gov>; Regulo Martinez-Montilva <RMartinez-Montilva@franklinwi.gov>; Tyler Beinlich <TBeinlich@franklinwi.gov>

Cc: Steve Olson <Solson@franklinwi.gov>; Jacqueline Ziolkowski <JZiolkowski@franklinwi.gov>

Subject: RE: Preliminary Estimate of the January 1, 2022 Population for the City of Franklin

My office can provide single family occupancies that we compile each month for Johns' contract- compare today verses the date of the census. Hard to believe that there are empty single family houses in Franklin.

I have a hard time believing the numbers decreased as we have had two large apartment complexes (Statesman and Velo) that were perhaps leased out after the 2020 census was taken- can you provide the months and year that the census was collected?

The biggest loss in Franklin happens later this fall when you retire.

From our John's Disposal Numbers

Jan 31, 2020 we billed
Single Family- 9164
Condo Units-2230
Total- 11,394

Jan 15, 2021 we billed
Single Family- 9222
Condo Units- 2248
Total- 11,470

Jan 15, 2022 we billed
Single Family- 9277
Condo Units-2261
Total-11,538

Aug 15th, 2022 we billed
Single Family- 9313
Condo Units- 2267
Total- 11,580

MUNICIPAL POPULATION ESTIMATE CHALLENGE FORM

If your municipality believes that the estimate is not a reasonable approximation of your population, complete this form and submit it **with administrative data** that can be used to evaluate the challenge. Submit the challenge on or before **September 15, 2022**.

Send challenges to:

Dan Barroilhet, Demographer
DIR_Demo@wi.gov

The Council/Board of the

- Town
 City
 Village of: _____

in the County of: _____

has authorized me to submit a challenge to the correctness of the annual preliminary population estimate prepared for our municipality. The municipality contends the estimate is inaccurate because it is based upon inadequate information.

Evidence based upon administrative records or other information is presented in support of this contention, as required by §16.96 of the Wisconsin Statutes. The statutes do not permit the Department of Administration to accept the results of a population enumeration conducted by any group, agency or unit of government other than the U.S. Census Bureau.

NAME: _____

TITLE: _____

MAILING ADDRESS: _____

EMAIL: _____

DAYTIME TELEPHONE: () _____

SIGNATURE: _____ DATE: _____

Wisconsin Demographic Services Center Population Estimates Program Description

History

The Wisconsin Legislature authorized the Population Estimates Program in 1971. The initial impetus for a formal estimates program was the distribution of state tax revenues to municipalities and counties. Involving several different formulae, these distribution programs were known collectively as the State Shared Revenue Program.

Wisconsin started the shared revenue program in 1911 with the enactment of the state income tax. At enactment, 10% of the proceeds were retained by the state, 70% were paid to the municipality where the taxpayer resided, and 20% were paid to the county where the taxpayer resided. The Legislature altered these percentages over time to reflect changes in state and local fiscal needs. In keeping with this precedent, when the state enacted other taxes, it also shared a percentage of the proceeds with local governments on a return-to-origins basis.

By the late 1960s, it was generally agreed that return-to-origins tax sharing was increasing local fiscal disparities. Communities with high levels of economic activity or high-income individuals received ever increasing state aids, allowing them to provide substantial levels of services at low (or no) property tax rates. In contrast, communities with little economic activity or low-income individuals experienced stagnating or declining state aids, resulting in low levels of services and high property tax rates. Therefore, the state revised the shared revenue system to shift the focus to a distribution based more on need. Population change was viewed as one of the major components of changing fiscal need at the local level.

Dr. Charles Palit of UW-Madison, working in league with an advisory panel of other professors and state employees who had demographic responsibilities, developed the original estimates methodology. The Department of Administration (DOA) produced the first official set of municipal and county population estimates, using Palit's technique, in 1973. DOA has issued the estimates annually since then.

While crafted initially to support the distribution of state revenues, the population estimates are now used in at least 27 official state functions and many other state processes. In addition, the estimates are used extensively at the regional, county and local levels for planning and other purposes.

Current Estimation Methodology

The Demographic Services Center was established formally within DOA in 1976 or 1977. Demographic services has modified Wisconsin's estimation methodology since Palit's initial formulation. The current methodology involves both controlled estimates and uncontrolled estimates.

Controlled estimates are premised on a top-down approach. Generally, practitioners of applied demography presume that data that are symptomatic of population change are of better quality at a higher geographic level (or, at least, data errors are muted) than at smaller geographies. Setting a "control total" for larger geographic areas requires that all subareas then add to the control figure. In

Wisconsin's current methodology, one technique controls county estimates to the state, and another technique controls municipal¹ estimates to their respective counties

Uncontrolled estimates are premised on a bottom-up approach. Data at the lowest level of geography desired (in our case, the municipal level) are presumed to indicate potential change in population regardless of larger-area demographic forces. In Wisconsin's current methodology, several estimating techniques based on annual housing unit change produce uncontrolled municipal estimates.

The various techniques are described in the sections below.

State Estimate

The controlled techniques rely first on the setting of a state estimate. Currently, Demographic Services Center uses three data sets to establish a January 1 state estimate:

- Net housing unit change reported by all municipalities.
- Annual resident birth and death data.
- The Census Bureau's annual estimates of population and migration, both those produced through its Population Estimates Program and the American Community Survey.

Previously, residential electric meter data, collected by the Wisconsin Division of Energy, was used. This data had shown reasonable consistency in reckoning statewide households when compared with four prior decennial Census household counts. It was later discovered that this data had included electric utility customers living in Michigan's Upper Peninsula. This time series was broken and could not be reconstructed when the Michigan customers came to be excluded. Demographic Services collects annual housing change data through a survey sent to all municipalities.

Using the state-level occupancy rate from the most recent Census, and a formulaic predictor of household size based on the last four Censuses, we estimate the state's households and household population. The state's group quarters population, updated annually through data collection and estimation, is added to arrive at a total population estimate.

The state's birth and death data, from the Vital Records program at the Wisconsin Department of Health Services, is used to check the reasonableness of the estimate that we develop. The natural increase (births minus deaths) is subtracted from our estimated change of the prior year to obtain a residual estimate of net migration.

County Estimates

Within the bounds of the state total, Demographic Services calculates population estimates for each of the 72 counties in Wisconsin, using a combination of the ratio difference method and the composite method.

¹ To be precise, we make estimates at the "minor civil division" or "county subdivision" level. These terms, used by the Census Bureau, refer to the municipal segments within each county. For example, the city of Appleton—a single municipality—has three minor civil divisions, or MCDs, in Calumet, Outagamie and Winnebago counties. We make estimates for MCDs because we must also prepare county estimates. In this document, "municipality" and "minor civil division" are used interchangeably, but the latter term is more accurate.

In the ratio difference method, we rely on two statewide data sets

- State income tax filers and dependents,
- Selected categories of motor vehicle registrations

The tax filers and associated dependents are compiled for the prior calendar year by the state Department of Revenue; the vehicle registrations are a “point-in-time” extraction (approximately January 1) from the state Department of Transportation’s records. Both data sets are tabulated at a municipal level and then aggregated to county geography.

We determine the relationships between the enumerated non-institutional population in a county at the time of the last Census and the number of tax filers, tax filers plus dependents (or “tax persons”), and motor vehicles in the census year. For each estimate year, we update these relationships (ratios) on the basis of changes observed statewide and then apply them to current counts of tax filers, tax persons and motor vehicles for each county to determine current estimates. We give separate consideration to the number of institutionalized persons in a county; these people are generally not covered by the tax and motor vehicle symptoms, and their number can be obtained from other, relatively accurate records.² Thus, the ratio difference method provides three estimates for each county: one based on tax filers, one on tax persons and one on vehicles.

To refine the county estimates, we average the three ratio-based estimates with a fourth one based on the composite method. The composite method relies on two data sets, tabulated at the county level:

- Resident births and deaths;
- School enrollments (public, private and home-schooled).

These data—the former from the Department of Health Services, the latter from the Department of Public Instruction—are employed to estimate county population within three broad age categories

Among applied demographers, the composite method is no longer used as widely as it was when the Demographic Services Center initially developed its estimation methodology. Nonetheless, the composite method continues to reduce the overall error margin of Wisconsin population estimates.

Municipal Estimates--Controlled

Using the county estimates as control totals, we estimate the non-institutional population for each municipality within each county using the ratio difference method. As we do for county estimates, we determine the relationships between the known non-institutional population in a municipality at the time of the last Census and the number of income tax filers, tax persons and vehicles. We update these relationships on the basis of estimated county-wide changes and then apply them to current counts of the three indicators for each municipality to determine current estimates of municipal population. As in the county calculations, we add the number of institutionalized persons residing in a municipality to the non-institutional estimate to produce a total population estimate.

It is not possible to utilize the composite method at a municipal level because the required data are not available for all municipalities.

² Institutions, as currently defined and tabulated by the Census Bureau, are “group quarters that house people who are primarily ineligible, unable or unlikely to participate in the labor force while residents.” The most common institutional group quarters are correctional facilities, licensed nursing facilities, and in-patient treatment centers or hospitals

Municipal Estimates--Uncontrolled

The ratio difference method relies completely on data that third parties (that is, state agencies other than Demographic Services Center) collect and tabulate. Furthermore, the agencies compile these data without regard for their use as population symptoms. Finally, changes in municipal geography (due to annexations, incorporations, and cooperative agreements), not to mention households' movements, may produce a lag in symptoms moving from one community to another.

The Demographic Services Center's former demographer, Balkrishna Kale, noted increasing problems with symptomatic data quality during the early 1980s. From the mid-1980s into the early 1990s, he developed a number of estimation methodologies based on housing unit data. Originally surveying a selected set of municipalities, he expanded the annual request to all Wisconsin communities in 1990.

It is important to note that, unlike the municipal estimates generated through ratio difference, the housing-based estimates are not controlled to a county or state target. Thus, the housing method estimates for every municipality are "free-standing," uninfluenced by change in other municipalities within a county or within the state.

There are four sub-methods to the housing method. They all involve the recalibration of household size (also called persons per household or PPH), based on certain indicators:

- No Change In PPH: PPH for a municipality is held constant from the most recent Census;
- State Trend In PPH: Based on the calculations of households and household population that were made for the state control total, municipal PPHs are trended at the same rate of change as at the state level,
- Local Trend in PPH: The municipal change in PPH in the previous decade is trended to the current estimation year;
- Regression PPH: The change in state "tax persons" from the Census year is regressed in an equation with the Census PPH to estimate a PPH in the estimate year.

In addition, the housing methodologies include changes in local group quarters and the population that is shifted by annexations.

Finally, all four housing-based results are averaged to produce a housing average estimate. In sum, the housing methods produce five different estimates for each municipality.

Preliminary and Final Estimates

Through controlled and uncontrolled procedures, Demographic Services produces eight initial estimates for every municipality. We review this set of estimates for accuracy and discrepancies. Taking account of all variables that could influence population growth or decline, we may select one estimate, or average two or three of them, to produce the result that appears most reasonable.

After this review, we control our selected estimates to our original state control total. These controlled estimates are the preliminary estimates that we release by August 10 of each year.

Communities have approximately 35 days to challenge our preliminary estimates. A municipality must provide data that indicate clearly a reason for a change to its preliminary estimate. Demographic Services reviews the local input and decides to revise or retain the preliminary estimate.

The challenge period ends September 15. Demographic Services releases the final population estimates on or before October 10

Other Small-Area Estimates

Municipal Voting Age Estimates

The Demographic Services Center estimates the voting age population for municipalities and counties annually, identifying these estimates as courtesy figures to assist local government clerks to approximate the number of ballots that need to be printed and distributed for elections. In addition, the estimates provide a proxy of the 18-and-over adult population.

To estimate the voting age population, Demographic Services uses the proportion of persons 18 years and over at the most recent Census, and multiplies this base value by a state-level factor from its most current population projections. This adjusted proportion is then multiplied by the current population estimate to produce the voting age estimate

Zip Code Area Estimates

Demographic Services Center estimates the total population for Zip Code areas annually. At the 2010 Census, the Census Bureau defined Zip Code Tabulation Areas (ZCTAs), which correspond roughly (but not exactly) to the Zip Code delivery areas delineated by the U.S. Postal Service³

To calculate these estimates, we begin with data from the most recent Census, cross-tabulating the number of persons within each minor civil division and ZCTA. We then calculate proportions: the population within the ZCTA in an MCD divided by the MCD's population. These proportions are then applied to the current MCD estimate. The data is re-summed based on the ZCTA values to obtain Zip Code area estimates

A Note about Municipalities Added, Municipalities, Deleted, and Municipal Boundary Changes

Sometimes a change is modest. Say a municipality annexes a small number of residents from another municipality. In these cases, Demographic Services continues to list Census base populations for the areas of municipalities as they existed on Census day.

Sometimes events like incorporations or cooperative agreements can add a municipality or delete a municipality or radically change municipalities' boundaries. For examples, see the Municipal Data System's incorporations module⁴ and the MDS's ordinances module⁵. In these cases, Demographic Services displays Census base data in ways that are consistent with current estimates. Sometimes this means displaying Census base data for the area covered by the municipalities as they existed on the estimates' reference date.

Revised August 2021

³ From the Census Bureau's Census 2010 Technical Documentation "The Census Bureau defines ZCTAs by allocating each block that contains addresses to a single ZCTA, usually to the ZCTA that reflects the most frequently occurring ZIP Code for the addresses within that tabulation block. The ZCTAs process used primarily residential addresses and was biased towards Zip Codes used for city-style mail delivery, thus there may be Zip Codes that are primarily nonresidential or boxes only that may not have a corresponding ZCTA."

⁴ <https://mds.wi.gov/View/Incorporations>

⁵ <https://mds.wi.gov/View/Ordinances>

APPROVAL <i>SW</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/06/22
REPORTS & RECOMMENDATIONS	Establish 2022 Trick or Treat	ITEM NUMBER G.18.

The Council may wish to establish the 2022 Trick or Treat observance at this time for notification.

In 2021, Trick or Treat was held on Sunday, October 31, from 4-7pm. It is recommended that Sunday, October 30, from 4-7pm be established for 2022.

COUNCIL ACTION REQUESTED

Motion to establish Sunday, October 30, 2022, from 4-7pm for the Halloween Trick of Treat observance in the City of Franklin.

Or as directed

CLERKDEPT

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slur</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">9/6/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;"><i>3151 W. Elm Road, LLC v City of Franklin,</i> Milwaukee County Circuit Court, Case No. 20-CV- 3637. The Common Council may enter closed session 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 re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.19.</p>

COUNCIL ACTION REQUESTED

As *3151 W. Elm Road, LLC v City of Franklin*, Milwaukee County Circuit Court, Case No. 20-CV-3637 is a litigation matter which is in process and pending at this time, a motion to enter closed session 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 re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slu</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">9/6/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses (of an approximate 164-acre site generally located north and south of West Loomis Road, south of West Ryan Road, west of South 112th Street, east of South 124th Street, and north of West Oakwood Road) Project Development Agreement (Bear Development, LLC; Loomis and Ryan, Inc. Developers). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Potential Amendment to Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development Agreement, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.20.</p>


COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Potential Amendment to Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development Agreement, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, 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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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>SLU</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">9/6/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and SFT Franklin Oakwood, LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements) at 3303 W. Oakwood Road bearing Tax Key No. 951-9994-002. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and SFT Franklin Oakwood, LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 3303 W. Oakwood Road, consisting of approximately 17.445 acres, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.21.</p>
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and SFT Franklin Oakwood, LLC, Spec Industrial Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 3303 W. Oakwood Road, consisting of approximately 17.445 acres, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>		

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/06/2022
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of September 6, 2022.

COUNCIL ACTION REQUESTED

As recommended by the License Committee.



414-425-7500

License Committee

Agenda*

Alderman Room

September 6, 2022 – 6:00 p.m.

1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
License Applications Reviewed		Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New 6:05 p.m.	Wallace, Hanna J The Rock Sports Complex			
Operator 2022-2023 New	Bellino, Joseph M Jr Root River Center			
Operator 2022-2023 New	Capstran, Luke Walgreens #05884			
Operator 2022-2023 New	Contreras, Reyna A Iron Mike's			
Operator 2022-2023 New	Herber, Andrea M Kwik Trip #857			
Operator 2022-2023 New	Jaskie, Brandie L Iron Mike's			
Operator 2022-2023 New	Osvatic, Joseph J Croatian Park			
Operator 2022-2023 New	Pennoyer, Anita M Irish Cottage			
Operator 2022-2023 New	Rozenburg, Mark L Bowery Bar & Grill			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New	Swiderski, Michael J Country Lanes Bowling Center			
3.	Adjournment			
		Time		

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

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APPROVAL <i>DDG Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/6/2022
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated August 12, 2022 through September 1, 2022, Nos 189151 through Nos 189372 in the amount of \$ 2,888,521 08 Also included in this listing are EFT's Nos 5055 through Nos 5077, EFT Nos 317(S), Library vouchers totaling \$ 87,517 25 and Water Utility vouchers totaling \$ 51,771 36 Voided checks in the amount of (\$ 1,666 00) are separately listed

Included in this listing is payment to Bond Trust Services in the amount of \$ 689,867 50 and payment to Carlson Racine Roofing in the amount of \$ 41,280 00 which were approved at the Council Meeting on August 16, 2022

Early release disbursements dated August 12, 2022 through August 31, 2022 in the amount of \$ 1,665,655 23 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

Attached is a list of property tax disbursements, Nos 17936 through Nos 17937, EFT Nos 432 through EFT Nos 435 and EFT Nos 314(S) through Nos 316(S) dated August 12, 2022 through September 1, 2022, in the amount of \$ 3,361,820 24 \$ 6,197 01 represents property tax distributions to Milwaukee County for taxes paid after City cut off and \$ 3,355,623 23 represents tax settlements from US Bank There is also an additional \$ 6,791,212 28 of tax settlements from American Deposits These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

The net payroll dated August 26, 2022 is \$ 454,965 69, previously estimated at \$ 430,000 Payroll deductions dated August 26, 2022 are \$ 542,339 54, previously estimated at \$ 540,000

The estimated payroll for September 9, 2022 is \$ 420,000 with estimated deductions and matching payments of \$ 240,000

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of September 1, 2022 in the amount of \$ 2,888,521 08 and
- Property Tax disbursements with an ending date of September 1, 2022 in the amount of \$ 3,361,820 24 and
- Payroll dated August 26, 2022 in the amount of \$ 454,965 69 and payments of the various payroll deductions in the amount of \$ 542,339 54, plus City matching payments and
- Estimated payroll dated September 9, 2022 in the amount of \$ 420,000 and payments of the various payroll deductions in the amount of \$ 240,000, plus City matching payments

ROLL CALL VOTE NEEDED