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CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, AUGUST 2, 2022, AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of July 19, 2022.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. A Resolution Authorizing Certain Officials to Execute a Development Agreement with the Developer of Seasons at Franklin Apartments, 9801 S. 27th Street (TKN 902 9965 006) and 9605 S. 29th Street (TKN 902 9966 001).
 - 2. A Resolution for Acceptance of Easements for Sanitary Sewer and Water Main for the Seasons at Franklin Apartments, 9801 S. 27th Street (TKN 902 9965 006) and 9605 S. 29th Street (TKN 902 9966 001).
 - 3. A Resolution Authorizing Certain Officials to Accept a Conservation Easement as a Result of an Approved Natural Resource Features Special Exception for the Seasons at Franklin Multi-Family Development (Fiduciary Real Estate Development, Inc., Applicant).
 - 4. Update on On-going Operations in the Department of City Development.
 - 5. Direction on Hawthorne Neighborhood Pavement and Utilities.
 - 6. Authorize the Purchase of Two Plow Truck Chassis/Reprioritize 2022 Budget.
 - 7. An Ordinance to Amend Ordinance 2021-2486, an Ordinance Adopting the 2022 Annual Budget for the Equipment Replacement Fund to Transfer \$93,178 of Capital Outlay Funds to Equipment Replacement Fund.
 - 8. Consideration of the Updated City of Franklin Code of Conduct for Elected and Appointed Officials and the Rules of the Common Council.
 - 9. City of Franklin’s Community Development Block Grant Program Projects for 2023.

Common Council Meeting Agenda

August 2, 2022

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10. FF&E, LLC v. City of Franklin Board of Review, Milwaukee County Circuit Case No. 20-CV-6955. 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 reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
11. 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.
12. Potential Acquisition of Property for Public Park Recommendations Purposes in the General Southwest Area of the City of Franklin. The Common Council may enter closed session pursuant to Wis. Stats. §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 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 August 2, 2022.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Supporting documentation and details of these agenda items are available at City Hall during normal business hours

[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:

August 4	Plan Commission Meeting	7:00 p.m.
August 9	Fall Partisan Primary	7:00 a.m.-8:00 p.m.
August 16	Common Council Meeting	6:30 p.m.
August 18	Plan Commission Meeting	7:00 p.m.
September 5	City Hall Closed-Labor Day	

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JULY 19, 2022
MINUTES

C.

- ROLL CALL
- A. The regular meeting of the Franklin Common Council was held on July 19, 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 Kristen Wilhelm, and Alderman John R. Nelson. Not present were Alderwoman Shari Hanneman and Alderman Mike Barber. 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. Citizen comment period was opened at 6:32 p.m. and was closed at 6:42 p.m.
- MINUTES
JULY 5, 2022
- C. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council meeting of July 5, 2022, as amended at Item G.7. and presented at this meeting. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- APPOINTMENT
- E. Alderwoman Wilhelm moved to confirm the Mayoral appointment of Judith Williams-Killackey, 4901 W. Forest Hill Ave., Ald. Dist. 5, to the Library Board for a 3-year term expiring 6/30/2025. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.
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- PATROL OFFICER
JOB DESCRIPTION
- G.1. Alderman Holpfer moved to approve the change to the job description for Patrol Officer to require officers to obtain an Associate Degree or 60 college credits within 5 years of employment. Seconded by Alderman Nelson. All voted Aye; motion carried.
- 2021 ANNUAL FINANCIAL
REPORT
- G.2. Alderman Nelson moved to accept and place on file the 2021 Comprehensive Annual Financial Report for the City of Franklin. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- RES. 2022-7879
CONSERVATION
EASEMENT
K. BLAKE AND
J. MUTTER
8973 W. LAKE POINTE DR.
- G.6. Alderwoman Wilhelm moved to adopt Resolution No. 2022-7879, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A CERTIFIED SURVEY MAP FOR PROPERTY LOCATED AT 8973 WEST LAKE POINTE DRIVE) (KARLEY J. BLAKE AND JACOB W. MUTTER, APPLICANTS), subject to technical corrections by the City Attorney, City Engineering Department, and Department of City Development. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2022-7880
LANDSCAPE
BUFFERYARD EASEMENT
12000 W. LOOMIS RD.
BOOMTOWN, LLC

G.3. Alderman Nelson moved to adopt Resolution No. 2022-7880, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A 2 LOT CERTIFIED SURVEY MAP UPON PROPERTY LOCATED AT 12000 WEST LOOMIS ROAD (BOOMTOWN, LLC, PROPERTY OWNER), subject to technical corrections by the City Attorney. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

RES. 2022-7881
CONSERVATION
EASEMENT
SAPUTO CHEESE, USA
S. 27TH ST. AND
W. OAKWOOD RD.

G.4. Alderwoman Eichmann moved to adopt Resolution No. 2022-7881, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FROM SAPUTO CHEESE, USA, FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN FOR SAPUTO CHEESE, USA (AT APPROXIMATELY SOUTH 27TH STREET AND WEST OAKWOOD ROAD) (SAPUTO CHEESE, USA, APPLICANT), with the condition that any minor technical corrections may be made by the City Attorney and Department of City Development staff. Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES. 2022-7882
CSM
FIDUCIARY REAL ESTATE
DEV., INC.
9801 S. 27TH ST. AND
9605 S. 29TH ST.

G.5. Alderwoman Wilhelm moved to adopt Resolution No. 2022-7882, A RESOLUTION CONDITIONALLY APPROVING A 1 LOT CERTIFIED SURVEY MAP, BEING PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6044, RECORDED ON REEL 3419, IMAGES 833-835, AS DOCUMENT NO. 7026244, AND LAND, IN THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (FIDUCIARY REAL ESTATE DEVELOPMENT, INC., APPLICANT) (9801 SOUTH 27TH STREET AND 9605 SOUTH 29TH STREET). Seconded by Alderman Holpfer. All voted Aye; motion carried.

TID 2021 REPORTS

G.7. Alderman Holpfer moved to receive and place on file the Tax Incremental District 2021 results and analysis. Seconded by Alderman Nelson. All voted Aye; motion carried.

OPIOID CRISIS
LITIGATION SETTLEMENT

G.8. Alderwoman Wilhelm moved that the City of Franklin is interested in proceeding at this time with the process of finalization and review, and entering into a securitization agreement for a single upfront payment of the Distributor funds relating to the opioid crisis litigation settlement. Seconded by Alderman Holpfer. All voted Aye; motion carried.

SR. CITIZENS TRAVEL
PROGRAM UPDATE

G.9. Alderwoman Wilhelm moved to receive and place on file the semi-annual update for the Franklin Senior Citizens 2022 Travel Program.

RES. 2022-7883
RECREATIONAL TRAIL
EASEMENT FOR
PLEASANT VIEW RESERVE
SUBD.

G.10. Alderwoman Wilhelm moved to adopt Resolution No. 2022-7883, A RESOLUTION TO RESCIND RESOLUTION NO. 2021-7792, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT FOR PLEASANT VIEW RESERVE SUBDIVISION LOCATED AT APPROXIMATELY S. 51ST STREET AND W. MARQUETTE AVENUE, AND TO AUTHORIZE CERTAIN OFFICIALS TO ACCEPT A PUBLIC RECREATIONAL TRAIL EASEMENT FOR PLEASANT VIEW RESERVE SUBDIVISION, as requested by VH PVR, LLC. Seconded by Alderman Nelson. All voted Aye; motion carried.

SUPPORT LETTER TO
FRIENDS OF WEHR
NATURE CENTER

G.11. Alderwoman Wilhlem moved to authorize Staff to send a Letter of Support for the Friends of Wehr Nature Center's grant proposal to use green infrastructure solutions on the Mallard Lake Stormwater Channel Restoration Project. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

UPDATE CODE OF
CONDUCT AND ETHICS
RULES OF THE COMMON
COUNCIL

G.12. Alderwoman Wilhelm moved to amend the draft Code of Conduct and Ethics included in the 7/19/2022 meeting agenda packet as follows:
The last sentence in Section 2.B. should read, "If that is not successful, the offended official should raise a question of privilege, with a request, and for information, which if ruled upon by the chair, following advice from the parliamentarian, if present, as in order, members shall be granted the privilege and shall be allowed up to 5 minutes to address the concern."
Seconded by Alderman Nelson. All voted Aye; motion carried.

Alderwoman Wilhelm moved to amend the draft Code of Conduct and Ethics included in the 7/19/2022 meeting agenda packet as follows:

The fourth paragraph in Section 1 should read, "This Code of Conduct works in conjunction with the City of Franklin Municipal Code, State of Wisconsin Statutes, and Administrative Policies and Procedures as indexed and available on the City's website, and also available in the City Clerk's office."

Seconded by Alderman Holpfer. All voted Aye; motion carried.

Alderwoman Wilhelm moved to keep the original motion in the Code of Conduct and Ethics Section 3 as approved on June 21, 2022. Seconded by Alderman Nelson. All voted Aye; motion carried.

Mayor Olson vacated his seat at 7:45 p.m. and passed the gavel to Alderwoman Wilhelm who then chaired the meeting. Alderwoman Wilhelm stated she will be voting as Alderwoman.

Alderman Nelson moved to amend Section 2 of the Code of Conduct to change the terms 'legislative branch' and 'executive branch' to 'legislative body' and 'executive body'. Seconded by Alderman Holpfer. All voted Aye; motion carried.

Alderman Nelson moved to amend the draft Code of Conduct and Ethics included in the 7/19/2022 meeting agenda packet as follows: Section 6.A. should read, "Council Members may attend any City of Franklin Commission/Board/Committee Meeting which is open to the public, provided that all open meeting laws requirements are met, including but not limited to a Badke Notice which states, "Notice is hereby 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. Village Bd of the Village of Greendale*, 173 Wis. 2d 553, 494 N.W.2d 408 (1993), even though the Common Council will not take formal action at this meeting."

Seconded by Alderman Holpfer. All voted Aye; motion carried.

Alderwoman Wilhelm moved to amend the draft Rules of the Common Council included in the 7/19/2022 meeting agenda packet as follows:

The third paragraph of Section 11.a. should include the following, to be inserted as a second sentence, "Items for reconsideration and other timely procedural matters for which the time limit or existence limit would otherwise expire if not addressed at the subject meeting shall not be subject to delay."

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

Alderwoman Wilhelm moved to bring the City of Franklin Code of Conduct for elected and Appointed Officials and the Rules of the Common Council back to the Common Council with the changes as approved by the motions at the meeting of 7/19/2022. Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES. 2022-7884
CHANGE ORDER TO
CARLSON RACINE
ROOFING & SHEET
METAL, INC.

G.13. Mayor Olson returned to his seat at 8:23 p.m. at which time the gavel was returned to him.

Alderman Nelson moved to adopt Resolution No. 2022-7884, A RESOLUTION TO EXECUTE CHANGE ORDER NO. 1 TO CARLSON RACINE ROOFING & SHEET METAL, INC. FOR THE FACILITY RENOVATIONS, ROOFING PROJECT IN THE AMOUNT OF \$3,570.00. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

- DPW SURPLUS
EQUIPMENT SALE
- POLICY 1-2022
WARNING SIGN POLICY
- RECRUIT AND HIRE DIR.
OF INSPECTION SERVICES
- ST. MARTINS FAIR
SERVICE SANITATION
AGREEMENT
- MAY 2022 FINANCIAL
REPORT
- AUTHORIZE TRANSFER OF
FUNDS FOR
INFORMATIONAL
SERVICES
- ORD. 2022-2515
AMEND 2022 ANNUAL
BUDGET FOR
INFORMATIONAL
SERVICES
- LICENSE COMMITTEE
RECOMMENDATIONS AND
FIREWORKS PERMIT
ISSUANCE PROCESS
- G.14. No action was taken on the results of the Department of Public Works sale of surplus equipment.
- G.15. Alderman Holpfer moved to adopt Public Policy 1-2022 regarding a Street Warning Sign Policy. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- G.16. Alderman Nelson moved to authorize the recruitment and hiring of a Director of Inspection Services to start employment at any time after 10/01/2022, allowing for two individuals in the position up through 1/31/2023. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- G.17. Alderman Nelson moved to approve the 2022 Event Service Agreement with Service Sanitation in the amount of \$16,332 with funding from the St. Martins Fair Fund, and the potential increase in Agreement cost for Damage Waiver Fees, and the potential changes in Agreement terms akin to the terms of the City standard form services agreement. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- G.18. Alderman Holpfer moved to receive and place on file the May 2022 Monthly Financial Report. Seconded by Alderman Nelson. All voted Aye; motion carried.
- G.19. Alderman Nelson moved to authorize the transfer of \$8,000 from the Informational Services Computer Equipment Capital Outlay Fund (41-0144-5841) to the Information Services Operating Budget Equipment Supplies Account (01-0144-5333). Seconded by Alderman Eichmann. All voted Aye; motion carried.
- G.20. Alderman Nelson moved to adopt Ordinance No. 2022-2515, AN ORDINANCE TO AMEND ORDINANCE NO. 2021-2486, AN ORDINANCE ADOPTING THE 2022 ANNUAL BUDGET FOR THE CAPITAL OUTLAY FUND TO TRANSFER \$8,000 OF INFORMATION SERVICES CAPITAL OUTLAY FUNDS TO INFORMATION SERVICES GENERAL FUND. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.
- H. Alderwoman Wilhelm moved to approve the following:
Grant 2021-22 and 2022-23 Operator License with warning letter to Michael Fisher;
Grant 2021-22 and 2022-23 Operator License to Adriana Murillo;
Grant 2022-23 Operator License with warning letter to Alexander Sawyer-Young;
Direct the City Attorney to work with the Fire Chief on the Fireworks

Permit issuance process and return to the Common Council by the September 6, 2022, meeting

Hold 2022-23 Operator License for Jewell Molina with appearance and update on prior background check;

Grant 2022-2023 Operator License to Thomas Balistreri, Anthony Caldwell, Bruce Follo, Kylie Klein, Cara Rightmire, Joseph Stekel, Hayley Toman; Andrew Hushek, Kevin Kais; and

Grant Temporary Class B Beer and Temporary Entertainment & Amusement License to: VFW Post 10394, St Martins Labor Day Fair, Andrew Hushek, 9/4-5/2022, St Martins Rd & Church St.

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

VOUCHERS AND PAYROLL I.

Alderwoman Eichmann moved to approve City vouchers with an ending date of July 14, 2022, in the amount of \$1,335,484.96; payroll dated July 15, 2022, in the amount of \$441,296.31 and payments of the various payroll deductions in the amount of \$233,597.95, plus City matching payments; and estimated payroll dated July 29, 2022, in the amount of \$435,000 and payments of the various payroll deductions in the amount of \$540,000, plus City matching payments. Seconded by Alderman Holpfer. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
MONSANTO CO. ET AL
PCBs

- G.21. Alderwoman Wilhelm moved to enter closed session at 8:45 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 *City of Long Beach, et al. v. Monsanto Company, et al*, U.S. District Court for the Central District of California Western Division; class action litigation regarding manufacturing polychlorinated biphenyls (“PCBs”), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 8:57 p.m., Alderwoman Wilhelm moved that the City of Franklin remain within the settlement class, but shall file an objection that the scope of the settlement release is overbroad, covering PCB contamination not only in water ways and sewage systems, but all claims, including non-water based claims, and non-water based claims should be removed from the settlement release. The office of the City Attorney is authorized to take any action necessary with regarding to the foregoing. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ADJOURNMENT

- J. Alderwoman Wilhelm moved to adjourn the meeting of the Common Council at 8:59 p.m. Seconded by Alderman Holpfer. All voted Aye; motion carried.

APPROVAL <i>Star</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE August 2, 2022
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Development Agreement with the Developer of Seasons at Franklin Apartments, 9801 S. 27th Street (TKN 902 9965 006) and 9605 S. 29th Street (TKN 902 9966 001)	ITEM NO. G.1.

BACKGROUND

Pursuant to the approval of the Seasons at Franklin Apartments development, the Developer, Fiduciary Real Estate Development, Inc. (FRED-Franklin HC, LLC), is ready to proceed with the development. The development is called Seasons at Franklin Apartments, on properties located at 9801 S. 27th Street (Tax Key Number 902 9965 006) and 9605 S. 29th Street (Tax Key Number 902 9966 001), and it is necessary to enter into a development agreement at an estimated cost of \$1,593,340.83.

ANALYSIS

This agreement provides for the necessary public improvements required for the Seasons at Franklin development. Included in the agreement is the extension of sanitary sewer and water main throughout the site.

The Certified Survey Map for this development was conditionally approved by Common Council on July 19, 2022.

The agreement remains in negotiations subject to the provisions, including but not limited to the insurance coverage. Insurance certificates were requested and will be reviewed for conformance with current City requirements.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the development agreement with specific items contained in Exhibit "E" attached.

FISCAL NOTE

Municipal services and contingencies are accepted with percentages and are included in bond.

RECOMMENDATION

Motion to adopt Resolution No. 2022- _____ a resolution authorizing certain officials to execute a development agreement with the developer of Seasons at Franklin Apartments, 9801 S. 27th Street (TKN 902 9965 006) and 9605 S. 29th Street (TKN 902 9966 001), subject to potential changes to the agreement, with the final form and content to be approved by the City Engineer and the City Attorney.

Engineering: TAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2022- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF SEASONS AT FRANKLIN APARTMENTS, 9801 S. 27TH STREET (TKN 902 9965 006) AND 9605 S. 29TH STREET (TKN 902 9966 001)

WHEREAS, the Developer, Fiduciary Real Estate Development, Inc. (FRED-Franklin HC, LLC), is ready to proceed with the Seasons at Franklin Apartments development and it is necessary to enter into a Development Agreement for this development; and

WHEREAS, the Certified Survey Map for this development was conditionally approved by Common Council on July 19, 2022; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development known as Seasons at Franklin Apartments; and

WHEREAS, the developer of the subdivision is willing to proceed with the installation of the improvements provided for in the Development Agreement; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City with the developer.

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

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2022 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2022.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

SEASONS AT FRANKLIN APARTMENTS

June 2022

**DEVELOPMENT AGREEMENT
FOR
SEASONS AT FRANKLIN APARTMENTS**

DEVELOPMENT AGREEMENT (this "Agreement") made and entered into this _____ day of _____ 2022, by and between FRED-Franklin HC, LLC, a limited liability corporation, hereinafter called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Developer desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Development"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto, and

WHEREAS, the Developer having applied to the City for a development of 252 apartment units, and the approvals thereof by the City of Franklin providing that as a condition of approving the Development, that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, to wit: water system, sanitary sewer system, and storm water management facilities (the "Improvements"); and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Development and normally there would be a considerable delay in the installation of the Improvements unless this Agreement is entered into by the parties; and

WHEREAS, the City believes that the orderly planned development of the Development will best promote the health, safety and general welfare of the community, and hence is willing to approve the Development provided the Developer proceed with the installation of the Improvements in and as may be required for the Development, on the terms and conditions set forth in this Agreement and the exhibits attached hereto.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The legal description of the Development is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Developer shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Developer shall take bids, and award contracts (the "Improvements Contracts") for and install all of the

improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is One Million Five Hundred Ninety-Three Thousand, Three Hundred Forty and Eight Three/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of \$1,593,340.83 representing the estimated costs for the Public Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the written election of the City; provided, however, that if the City has not elected to nullify and void the Agreement and Developer files the financial Guarantee then immediately thereafter the City's right to elect to nullify and void the Agreement shall terminate. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as expressly set forth under Paragraph 13. below.
6. In the event the Developer fails to pay the required amount for the Improvements herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvement Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated

in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee (described in Paragraph five (5) above), with a copy to the Developer. It is understood between the parties to this Agreement, that billings for the Improvement Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13. below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Developer. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) To the extent necessary to accommodate public utilities easements on the Development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Development. All utilities shall be underground except for any existing utility poles/lines.
 - (c) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Developer to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.

8. The Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Development, lights and barricades, as necessary during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in constructing the Improvements, or Developers failure to comply with any of the provisions of this Agreement or of law, then the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period;
 - (d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright

12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorney's fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. Notwithstanding anything to the contrary in this Agreement, the reduced Financial Guarantee required by this paragraph and referenced in paragraph 6, shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.
14. (a) The Developer shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

<p>A. General/Commercial Liability <i>(Must have General/Commercial)</i></p>	<p>\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate, <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i></p>
<p>B. Automobile Liability <i>(Must have auto liability)</i></p>	<p>\$1,000,000 combined single limit <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>
<p>C. Contractor's Pollution Liability <i>(If applicable)</i></p>	<p>\$1,000,000 per occurrence \$2,000,000 aggregate <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i></p>

D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
E. Worker's Compensation and Employers' Liability <i>(Must have workers compensation)</i>	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
F. Professional Liability (Errors & Omissions) <i>(If applicable)</i>	\$2,000,000 single limit

(b) The Developer shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. The Developer shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Public Improvements and the City has issued its written approval of all of the Public Improvements, which approval shall not be unreasonably withheld or delayed, and Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Development and that no future lot assessments or other types of special assessments of any kind will be made against the Development by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required by the City Engineer.
18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.
19. Developer may collaterally assign this Agreement to anyone providing financing to Developer in connection with the Seasons at Franklin Apartments.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Developer shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Developer remains liable hereunder. This Agreement shall run with the land.

[The remainder of this page is intentionally left blank. Signatures are on the following pages.]

IN WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said party of the second part has caused these presents to be duly executed by Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF: _____
FRED-Franklin HC, LLC

By: _____
Name: _____
Title: _____

Party of the First Part

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally came before me this _____ day of _____, 2020, the above named _____ of _____ and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said _____ by its authority.

or
This instrument was acknowledged before me on _____ (date) by _____ (name(s) of person(s)) as _____ (type of authority, e.g., officer, trustee, etc.) of _____ name of party on behalf of whom instrument was executed

Notary Public, _____ County, WI
My commission expires: _____

CITY OF FRANKLIN

By: _____
Name: Stephen R. Olson
Title: Mayor

COUNTERSIGNED:

By: _____
Name: Sandra L. Wesolowski
Title: City Clerk

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
SEASONS AT FRANKLIN APARTMENTS**

Exhibit A	Legal Description of Development
Exhibit B	General Description of Required Development Improvements
Exhibit C	General Development Requirements
Exhibit D	Estimated Improvement Costs
Exhibit E	Additional Development Requirements
Exhibit F	Construction Specifications

EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
FOR
SEASONS AT FRANKLIN APARTMENTS

LEGAL DESCRIPTION OF DEVELOPMENT

LEGAL DESCRIPTION – Title Commitment:

File No.: NCS-1083983-MKE

PARCEL 1:

PART OF THE EAST 56 ACRES OF THE NORTHEAST 1/4 OF SECTION 25, IN TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF THE SAID 1/4 SECTION AND 1014.56 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 89° 19' WEST 764 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; RUNNING THENCE SOUTH 89° 19' WEST 158.80 FEET (RECORDED AS 160.00 FEET) TO A POINT IN THE WEST LINE OF THE SAID EAST 56 ACRES; THENCE NORTHERLY ALONG SAID WEST LINE OF THE EAST 56 ACRES, 80.02 FEET TO A POINT; THENCE NORTH 89° 19' EAST 159.18 FEET (RECORDED AS 161.11 FEET) TO A POINT; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID 1/4 SECTION, 80 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:

THAT PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6044, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON NOVEMBER 17, 1994 ON REEL 3419, IMAGES 833-835, INCLUSIVE, AS DOCUMENT NO. 7026244, BEING A REDIVISION OF ALL OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 5782, DOCUMENT NO. 6698838, LOCATED IN THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, 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 NORTHWEST CORNER OF SAID PARCEL 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LANDS DESCRIBED IN DOCUMENT NO. 4338532 OF DEEDS, ON REEL 375, IMAGE 1500, RECORDED AUGUST 21, 1967; THENCE NORTH 88° 55' 27" EAST ALONG THE NORTH LINE OF PARCEL 1 AFORESAID, 133.80 FEET TO A POINT; THENCE SOUTH 00° 23' 33" EAST 92.75 FEET TO A POINT; THENCE NORTH 88° 53' 59" WEST 133.36 FEET TO A POINT; THENCE NORTH 00° 39' 59" WEST ALONG THE WEST LINE OF PARCEL 1 AFORESAID, 92.80 FEET TO THE POINT OF BEGINNING.

ADDRESS: 9605 SOUTH 29TH STREET, FRANKLIN, WI 53132

TAX KEY NO.: 902-9966-001

PARCEL 3:

PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6044, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON NOVEMBER 17, 1994 ON REEL 3419, IMAGES 833-835, INCLUSIVE, AS DOCUMENT NO. 7026244, BEING A REDIVISION OF ALL OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 5782, DOCUMENT NO. 6698838, LOCATED IN THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN. EXCEPTING THEREFROM THAT PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 6044, DOCUMENT NO. 7026224, LOCATED IN THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE SOUTH 88° 29'34" WEST ALONG THE SOUTH LINE OF SAID PARCEL 1, 131.00 FEET TO A POINT; THENCE NORTH 00° 22'41" WEST, 95.11 FEET TO A POINT; THENCE NORTH 04° 31'38" EAST, 116.30 FEET TO A POINT; THENCE NORTH 88° 29'34" EAST, 121.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 27TH STREET (U.S.H. "41"); THENCE SOUTH 00° 23'33" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 210.79 FEET TO THE PLACE OF BEGINNING. ALSO EXCEPTING THOSE LANDS CONVEYED BY A WARRANTY DEED RECORDED MARCH 4, 1999 AS DOCUMENT NO. 7701197.

ADDRESS: 9801 SOUTH 27TH STREET, FRANKLIN, WI 53132

TAX KEY NO.: 902-9965-006

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
SEASONS AT FRANKLIN APARTMENTS

<p>GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT PUBLIC IMPROVEMENTS</p>
--

Description of public improvements required to be installed to develop the Seasons at Franklin Apartments Development.

- *S Denotes contract for public improvements to be awarded, financed and paid for by the Developer in lieu of special assessments.
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Developer in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Development.
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements
(refer to additional sheets for concise breakdown)

- 1. Erosion control within the Development in conformance with the approved grading and erosion control plans. *S
- 2. Water system and sanitary sewer system as approved by the City Engineer *S
- 3. Water main and fittings in the streets and/or easement in the Development, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Development and service area. *S
- 4. Laterals and appurtenances from water main to the street line; one for each building, as determined by the City Engineer together with curb stop as specified by the City. *S

5. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S
6. Engineering, planning and administration services as approved. *S
7. Storm water management facilities as determined and/or approved by the City to adequately drain the surface water from the Development and drainage basin area in accordance with the master drainage plan and/or approved system plan. *S
8. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
SEASONS AT FRANKLIN APARTMENTS

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

- A. The Developer has prepared and City has accepted a land division of the land, plans for improvements as built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all City specifications and ordinances.
- C. The entire Development as proposed shall be recorded.
- D. The minimum area of any living unit built in the project shall be as specified in the Franklin Municipal Code and Unified Development Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement.

II. WATER SYSTEM

A. Availability

- 1. Each and every building in the Development shall be served by a water main.
- 2. Laterals shall be laid to each and every building. Size shall be approved by the City Engineer.
- 3. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.

B. Construction

- 1. All construction shall be in accordance with the specifications of the City.
- 2. Inspection of the work shall be at the Developer's expense.

3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

III. SANITARY SEWER SYSTEM

A. Components

Sanitary sewerage service through and within the Development shall be provided. It shall consist of without limitation because of enumeration, sanitary sewer, manholes, appurtenances, laterals, and other appurtenances.

B. Availability

1. Each and every building in the Development shall be served by a sanitary sewer.
2. The Developer shall provide for the extension of the sanitary sewer system in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District.

IV. STORM DRAINAGE

A. Components

Storm drainage through and within the Development shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, catch basins, inlets, leads, open swales, retention basins and absorption ponds as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Developer's cost.

B. Endwalls

1. Endwalls shall be approved by the City Engineer.
2. Endwalls shall be installed on each and every culvert and at all open ends of storm sewers.

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where shown on the plans approved by the City Engineer.

2. The structural design of any retaining wall of three feet in height or more, shall be done by a licensed professional engineer registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Developer shall be responsible for the storm drainage until it crosses the exterior property line of the Development or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.
2. However, if the Developer of the Development will, in the opinion of the City Engineer, cause water problems downstream from the Development which will reasonably require special consideration, the Developer shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

V. PERMITS ISSUED

A. Building Permits

1. No building permits for footings and foundations (early start) shall be issued until:
 - a) The necessary storm water management facilities have been rough grade certified and approved.
 - b) The Certified Survey Map has been recorded.
2. No building permits for vertical construction shall be issued until:
 - a) The sanitary and water systems that will serve the building(s) being permitted, have been installed tested and approved.
 - b) The necessary storm water management facilities have been rough grade certified and approved.
 - c) The Certified Survey Map has been recorded.

B. Occupancy Permits

1. No temporary occupancy permits shall be issued until:

- a) The gas, telephone and electrical services have been installed and are in operation.
- b) The water system is installed, tested and approved.
- c) The necessary storm water management facilities have been rough grade certified and approved.

VI. DEED RESTRICTIONS

- A. A Financial Guarantee approved by the City Attorney in the amount noted in Exhibit "D" shall be submitted to the City before any permits are issued.
- B. The time of completion of improvements.
 - 1. The Developer shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by the City before three years from the date of this agreement.
 - 2. Should the Developer fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Developer, may cause the installation of or the correction of any deficiencies in said improvements.

VII. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

- A. Fee for Checking and Review

Prior to the issuance of a building permit Developer shall pay a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the public improvements as estimated by the City Engineer, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost of said public improvements does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1¾ %) of such cost of public improvements, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00; and one-and-one-fourth percent (1¼ %) of said cost in excess of \$500,000.00. At the demand of the Developer or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the City Engineer.

- B. For the services of testing labs, consulting engineers and other personnel, the Developer agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
FOR SEASONS AT FRANKLIN APARTMENTS

ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Developer in accordance with Paragraph (4) of this Agreement.

Said costs for the project are estimated to be as follows:

DESCRIPTION	COSTS
Grading (including Erosion Control and Storm Water Management)	\$152,600.00
Sanitary System	\$447,167.00
Water System	\$615,462.00
Storm Sewer System	N/A
Public Sidewalks	N/A
Street Trees	N/A
Street Lights	N/A
Street Signs	N/A
Underground Electric, Gas, and Telephone	N/A
SUBTOTAL	\$ 1,215,229.00
Engineering/Consulting Services	\$50,000.00
Municipal Services (7% of Subtotal)	\$85,066.03
Contingency Fund (20% of Subtotal)	\$243,045.80
TOTAL:	\$ 1,593,340.83

Total: One Million Five Hundred Ninety-Three Thousand, Three Hundred Forty and Eight Three/100 Dollars

APPROVED BY: _____ Date: _____

Glen E. Morrow, City Engineer

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
SEASONS AT FRANKLIN APARTMENTS

ADDITIONAL DEVELOPMENT REQUIREMENTS
--

1. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
2. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
3. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
4. The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
5. Developer has submitted for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.
6. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
7. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer and/or Owner.

8. Construction Requirements:

- a) Prior to any construction activity on the site, Developer shall prepare a gravel surfaced parking area within the boundaries of the site.
- b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
- c) Prior to issuance of any occupancy permits other than in the case of the issuance of any model unit permits, all necessary grading and improvements for that specific building only shall be completed as directed by the City Engineer.
- d) All traffic shall enter the site from S.27th Street.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
SEASONS AT FRANKLIN APARTMENTS

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various public improvements.

ITEM	SPECIFICATION
Storm & Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE August 2, 2022
Reports & Recommendations	A Resolution for Acceptance of Easements for Sanitary Sewer and Water Main for the Seasons at Franklin Apartments, 9801 S. 27th Street (TKN 902 9965 006) and 9605 S. 29th Street (TKN 902 9966 001)	ITEM NO. G.2.

BACKGROUND

Pursuant to the development of Seasons at Franklin Apartments, easements are required to construct, maintain, and operate sanitary sewer and water main facilities. It is necessary to install sanitary sewer and water main easements on properties located at 9801 S. 27th Street (Tax Key Number 902 9965 006) and 9605 S. 29th Street (Tax Key Number 902 9966 001).

ANALYSIS

It is recommended that the Common Council authorize the Mayor and City Clerk to sign said easement, and have recorded with the Register of Deeds for Milwaukee County.

FISCAL NOTE

None

RECOMMENDATION

Motion to adopt Resolution No. 2022 - _____, a resolution for acceptance of easements for sanitary sewer and water main for the Seasons at Franklin Apartments, 9801 S. 27th Street (TKN 902 9965 006) and 9605 S. 29th Street (TKN 902 9966 001).

Engineering Department: TAB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2022 - _____

A RESOLUTION FOR ACCEPTANCE OF EASEMENTS FOR SANITARY SEWER AND
WATER MAIN FOR THE SEASONS AT FRANKLIN APARTMENTS,
9801 S. 27TH STREET (TKN 902 9965 006) AND
9605 S. 29TH STREET (TKN 902 9966 001)

WHEREAS, easements are required to construct, maintain and operate sanitary sewer and water main facilities on properties located at 9801 S. 27th Street (Tax Key Number 902 9965 006) and 9605 S. 29th Street (Tax Key Number 902 9966 001); and

WHEREAS, it is necessary to install sanitary sewer and water main easements on said properties.

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

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easements 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 _____

SANITARY SEWER EASEMENT

Seasons at Franklin Apartments
9601 S. 27th Street and 9605 S. 29th Street
Tax Key Numbers 902 9965 006 and 902 9966 001

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin (including successors and assign's of the City as may become applicable, hereinafter referred to as "City") and FRED-Franklin HC, LLC, a limited liability company, as owner (including successors and assign's of owner(s) as may be or may become applicable, hereinafter called "Grantor").

WITNESSETH

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

WHEREAS, the City desires to acquire a non-exclusive easement to build and construct and/or operate, maintain, repair, reconstruct, and inspect as may be or may become applicable: a sanitary sewer, associated manholes, any Lift Station with auxiliary power enclosed in an above ground enclosure all as shown on the plan attached hereto as Exhibit "B" (the "Facilities") in, upon and across that portion of the Property legally described in Exhibit "C" (the "Easement Area").

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant, subject to the terms, conditions, and provisions of this Easement, unto the City a perpetual, non-exclusive easement on Easement Area.

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns). The City shall have the right to enter the Property for the sole purpose of exercising its right under this indenture to build, construct, and/or operate, maintain, repair, reconstruct the Facilities in the Easement Area, and to inspect the Facilities. The City hereby agrees to exercise its rights in a commercially reasonable and safe manner that shall not interfere with Grantor's use of the Property.
2. That in and during whatever construction, reconstruction, or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in

proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing and landscaping may be constructed or placed with the Easement Area.
4. That, in connection with the construction by the Grantor of any structure or building abutting said easement area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

11. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: _____, 20__.

Company Name: _____

By: _____
Name and Title

STATE OF _____
SS

COUNTY OF _____

Before me personally appeared on the ____ day of _____, 20__, the above named

_____, _____ of _____
(Name printed) (Title) (Development)

to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation

Notary Public: _____

My commission expires _____

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN

SS
COUNTY OF MILWAUKEE

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

Notary Public: _____

My commission expires _____

CITY OF FRANKLIN
EXHIBIT "A"
LEGAL DESCRIPTION OF LOT 1 OF CERTIFIED SURVEY MAP NO. _____.

LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No _____, in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of section 25, Township 5 North, Range 21 East, in the City of Franklin County of Milwaukee, State of Wisconsin

Parcel contains 1,046 360 square feet of land, more or less

Commencing at the northeast corner of said Section 25, thence South 0°23'33" East, 1106 78 feet along the east line of the Northeast 1/4 of said Section 25, thence South 88°53'59" West, 80 01 feet to the west line of South 27th Street and to the point of beginning, thence South 0°23'33" East, 54 05 feet along said west line to a south line of Parcel 1 of said Certified Survey Map No 6044, thence South 89°36'27" West, 150 00 feet along a south line of said Parcel 1 to an east line thereof, thence South 0°23'33" East, 175 00 feet along said east line to the north line of Outlot 1 of said Certified Survey Map No 6044, thence South 89°36'27" West, 40 00 feet along said north line to the west line of said Outlot 1, thence South 0°23'33" East, 100 00 feet along said west line to the south line of said Outlot 1, thence North 89°36'27" East, 190 00 feet along said south line to the west line of aforesaid South 27th Street, thence South 0°23'33" East, 549 92 feet along said west line to a south line of aforesaid Parcel 1 thence South 88°29'34" West, 121 00 feet along said south line to an east line of said Parcel 1, thence South 0°23'33" East, 60 01 feet along said east line, thence South 4°31'38" West 116 30 feet to the northeast corner of Lot 1 of Certified Survey Map No 8776, thence South 88°29'34" West, 315 00 feet along the north line of said Lot 1 to the west line of said Lot 1, thence South 0°23'33" East, 492 05 feet along the west line of Lots 1 and 2 of said Certified Survey Map No 8776 to the north line of Lot 1 of Certified Survey Map No 8316, thence South 88°29'15" West, 389 05 feet along said north line, thence North 0°39'59" West, 1725 40 feet along the west line of aforesaid Parcel 1 of Certified Survey Map No 6044 and it's extension to the south line of Lot 2 of Certified Survey Map No 8003, thence North 88°55'27" East, 193 16 feet along said south line to a west line of said Lot 2, thence South 0°23'33" East, 172 72 feet along said east line to a south line of said Lot 2, thence North 88°53'59" East, 650 02 feet along said south line to the point of beginning

Said parcel contains 1 046,360 square feet or 24 021 acres of land, more or less

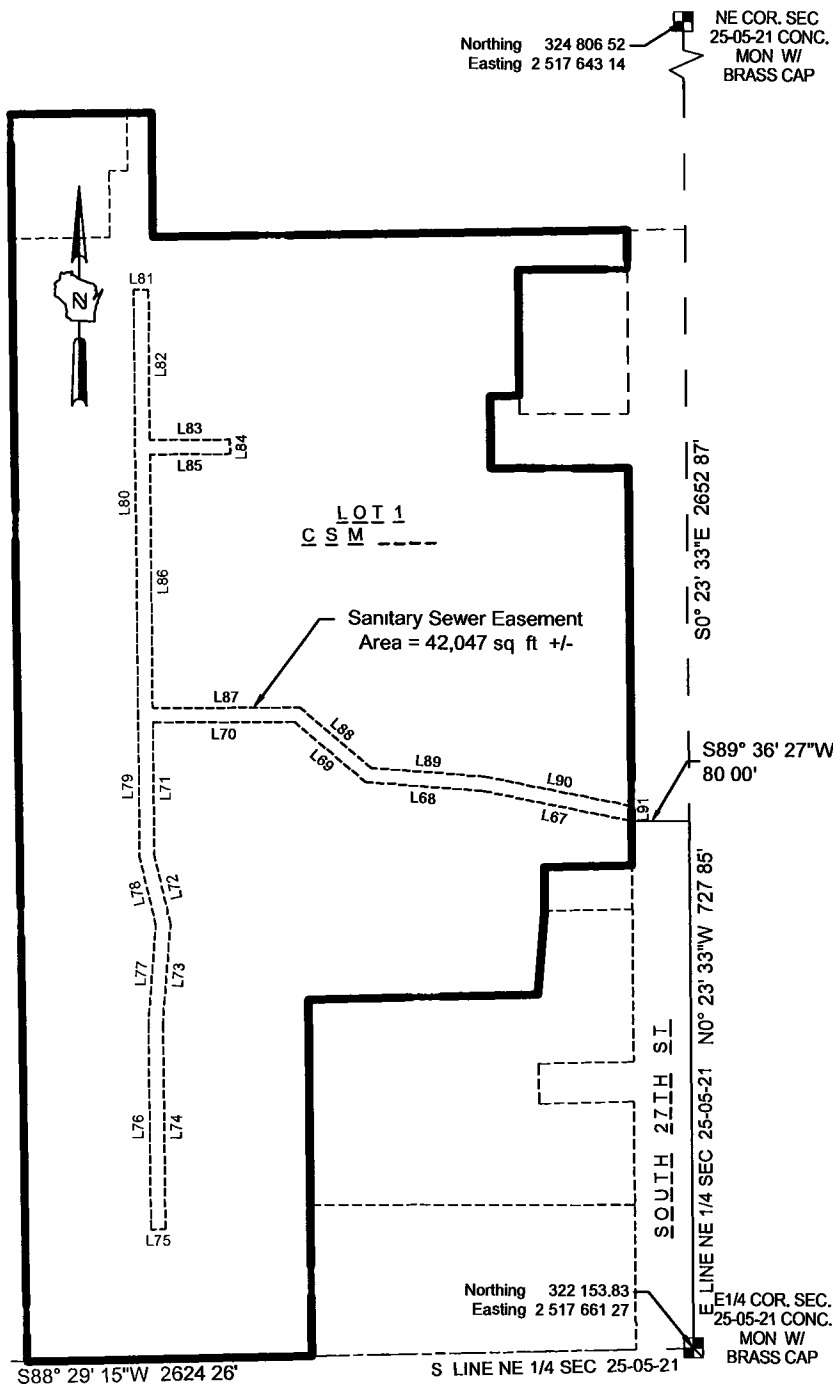


www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone 414-643-4200
Fax 414-643-4210

PROJECT NUMBER 20282 DRAFTED 07-22-2022 BY C Mueller

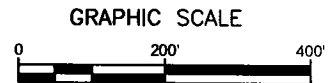
CITY OF FRANKLIN
EXHIBIT "B"

PLAT OF PERPETUAL SANITARY SEWER EASEMENT GRANTED TO THE CITY OF FRANKLIN



Line Table		
Line #	Length	Direction
L67	209 50	N78° 51' 00"W
L68	160 79	N86° 04' 27"W
L69	127 31	N49° 32' 09"W
L70	193 42	S89° 27' 51"W
L71	183 17	S0° 32' 26"E
L72	97 09	S13° 06' 02"E
L73	140 14	S4° 15' 03"W
L74	282 31	S0° 32' 09"E
L75	20 00	S89° 27' 51"W
L76	283 14	N0° 32' 09"W
L77	137 92	N4° 15' 03"E
L78	96 24	N13° 06' 02"W
L79	195 37	N0° 32' 26"W
L80	589 22	N0° 32' 09"W
L81	20 00	N89° 27' 51"E
L82	208 02	S0° 32' 09"E
L83	109 32	N89° 29' 20"E
L84	20 00	S0° 30' 40"E
L85	109 31	S89° 29' 20"W
L86	351 19	S0° 32' 09"E
L87	200 89	N89° 27' 51"E
L88	128 19	S49° 32' 09"E
L89	155 45	S86° 04' 27"E
L90	206 68	S78° 51' 00"E
L91	20 41	S0° 23' 33"E

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone 414-643-4200
Fax 414-643 4210



PROJECT NUMBER 20282 DRAFTED 07 28-2022 BY C Mueller

CITY OF FRANKLIN
EXHIBIT "C"
LEGAL DESCRIPTION OF SANITARY SEWER EASEMENT
GRANTED TO THE CITY OF FRANKLIN

LEGAL DESCRIPTION OF SANITARY SEWER EASEMENT

That part of Lot 1 of Certified Survey Map No _____, in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of section 25, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows

Commencing at the East corner of said section 25, thence North 00°23'33" West, 727 85 feet along the east line of the Northeast 1/4 of said Section 25, thence South 89°36'27" West, 80 00 feet to the west line of South 27th Street and to the point of beginning, North 78° 51' 00" West 209 50 feet, thence North 86° 04' 27" West 160 79 feet, thence North 49° 32' 09" West 127 31 feet, thence South 89° 27' 51" West 193 42 feet, thence South 00° 32' 26" East 183 17 feet, thence South 13° 06' 02" East 97 09 feet, thence South 04° 15' 03" West 140 14 feet, thence South 00° 32' 09" East 282 31 feet, thence South 89° 27' 51" West 20 00 feet thence North 0° 32' 09" West 283 14 feet, thence North 04° 15' 03" East 137 92 feet, thence North 13° 06' 02" West 96 24 feet, thence North 00° 32' 26" West 195 37 feet, thence North 00° 32' 09" West 589 22 feet, thence North 89° 27' 51" East 20 00 feet, thence South 00° 32' 09" East 208 02 feet, thence North 89° 29' 20" East 109 32 feet, L84 thence South 00° 30' 40" East 20 00 feet, thence South 89° 29' 20" West 109 31 feet, thence South 00° 32' 09" East 351 19 feet, thence North 89° 27' 51" East 200 89 feet, thence South 49° 32' 09" East 128 19 feet, thence South 86° 04' 27" East 155 45 feet, thence South 78° 51' 00" East 206 68 feet to the aforesaid South 27th Street thence South 00° 23' 33" East 20 41 feet along said west line also know as the point of beginning,

Said Sanitary Sewer Easement contains 42,047 square feet of land, more or less

WATER MAIN EASEMENT

Seasons at Franklin Apartments
9601 S. 27th Street and 9605 S. 29th Street
Tax Key Numbers 902 9965 006 and 902 9966 001

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and FRED-Franklin HC, LLC, a limited liability company, owner, (successors and assigns of above owner(s) as may be or may become applicable, hereinafter called "Grantor").

WITNESSETH

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

WHEREAS, the City desires to acquire a permanent easement for the purpose of building and constructing and/or operating, maintaining, repairing, reconstructing, and inspecting a water main and associated appurtenances all as shown on the plan attached hereto as Exhibit "B" ("Facilities") in, upon, under, across the portion of the Property legally described in Exhibit "C" attached hereto (the "Easement Area"); and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City, subject to the terms, conditions, and provisions set forth in this indenture, a permanent, non-exclusive, easement in the Easement Area.

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns). The City shall have the right to enter the Property for the sole purpose of exercising its right under this indenture to build, construct, and/or operate, maintain, repair, reconstruct the Facilities in the Easement Area, and to inspect the Facilities. The City hereby agrees to exercise its rights in a commercially reasonable and safe manner that shall not interfere with Grantor's use of the Property.
2. That in and during whatever construction, reconstruction, or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance, except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work.

However, the City shall indemnify and save harmless the Grantor from any loss, damage, injury or liability resulting from the City's breach of this indenture or the negligence or willful acts or omission on the part of the City or its agents in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or

liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses that under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the Easement Area by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the Grantor of any structure or building abutting said easement area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against the Property for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" and subsequent amendments thereto shall apply to all water services which are within the Easement Area, except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the Easement Area regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waive all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

12. This indenture may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this indenture shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this indenture shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This indenture shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. Intentionally Deleted.
17. That the Grantor shall submit as-built drawings of the Facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: _____

Company Name

Company Name Printed

By: _____
Name and Title

Name & Title Printed

STATE OF _____
SS

COUNTY OF _____

Before me personally appeared on the _____ day of _____, 20____, the above
named _____, _____ of _____
(Name printed) (Title) (Development)
to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as
the voluntary act and deed of said corporation

Notary Public

My commission expires _____

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

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

Notary Public

My commission expires _____

CITY OF FRANKLIN
EXHIBIT "A"
LEGAL DESCRIPTION OF LOT 1 OF CERTIFIED SURVEY MAP NO _____

LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No _____, in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of section 25, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin

Parcel contains 1,046,360 square feet of land, more or less

Commencing at the northeast corner of said Section 25, thence South 0°23'33" East, 1106 78 feet along the east line of the Northeast 1/4 of said Section 25, thence South 88°53'59" West, 80 01 feet to the west line of South 27th Street and to the point of beginning, thence South 0°23'33" East, 54 05 feet along said west line to a south line of Parcel 1 of said Certified Survey Map No 6044, thence South 89°36'27" West, 150 00 feet along a south line of said Parcel 1 to an east line thereof, thence South 0°23'33" East, 175 00 feet along said east line to the north line of Outlot 1 of said Certified Survey Map No 6044, thence South 89°36'27" West, 40 00 feet along said north line to the west line of said Outlot 1, thence South 0°23'33" East, 100 00 feet along said west line to the south line of said Outlot 1, thence North 89°36'27" East, 190 00 feet along said south line to the west line of aforesaid South 27th Street, thence South 0°23'33" East, 549 92 feet along said west line to a south line of aforesaid Parcel 1, thence South 88°29'34" West, 121 00 feet along said south line to an east line of said Parcel 1, thence South 0°23'33" East, 60 01 feet along said east line, thence South 4°31'38" West, 116 30 feet to the northeast corner of Lot 1 of Certified Survey Map No 8776, thence South 88°29'34" West, 315 00 feet along the north line of said Lot 1 to the west line of said Lot 1, thence South 0°23'33" East, 492 05 feet along the west line of Lots 1 and 2 of said Certified Survey Map No 8776 to the north line of Lot 1 of Certified Survey Map No 8316, thence South 88°29'15" West, 389 05 feet along said north line, thence North 0°39'59" West, 1725 40 feet along the west line of aforesaid Parcel 1 of Certified Survey Map No 6044 and its extension to the south line of Lot 2 of Certified Survey Map No 8003, thence North 88°55'27" East, 193 16 feet along said south line to a west line of said Lot 2, thence South 0°23'33" East, 172 72 feet along said east line to a south line of said Lot 2, thence North 88°53'59" East, 650 02 feet along said south line to the point of beginning

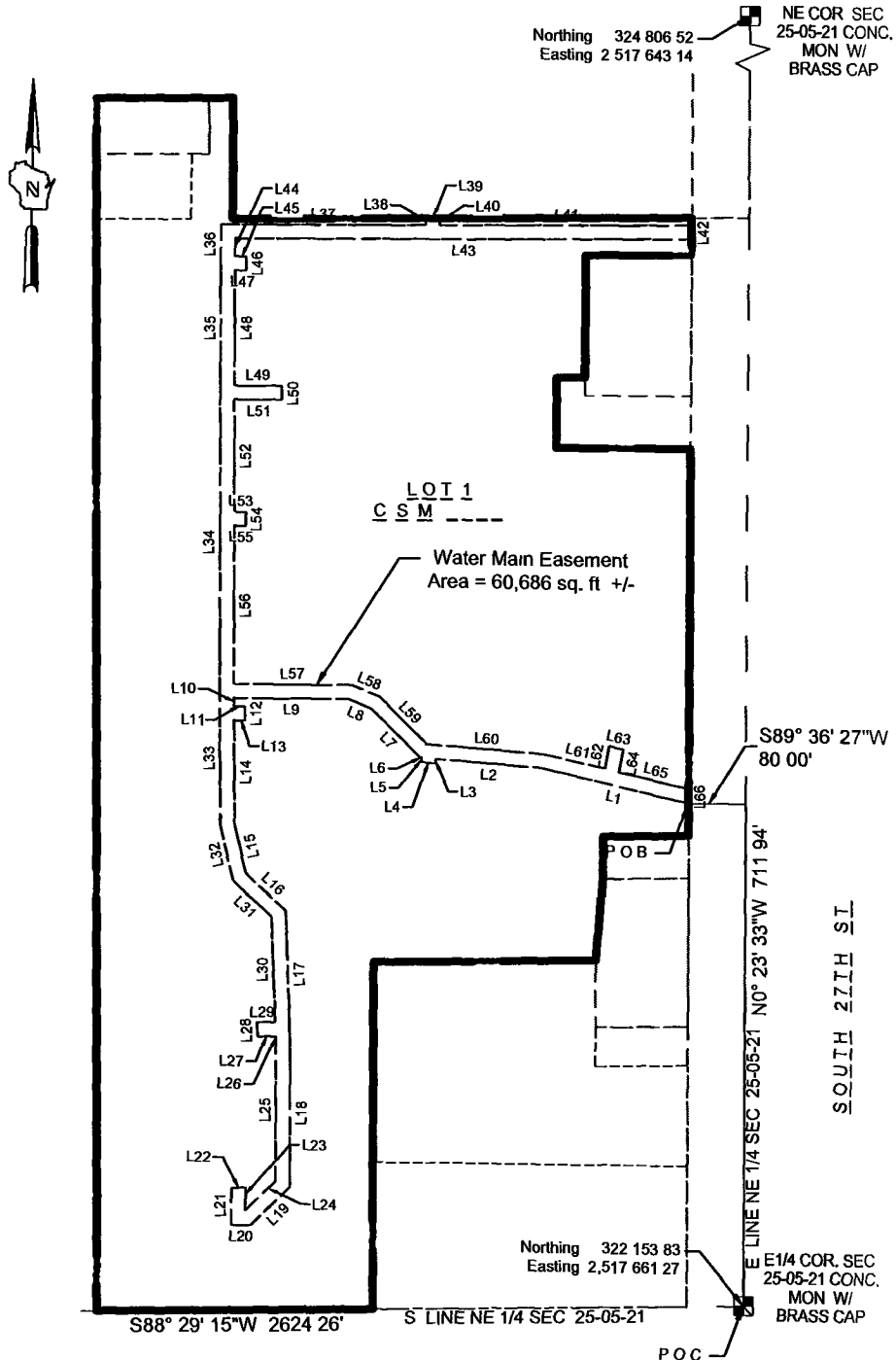
Said parcel contains 1,046,360 square feet or 24 021 acres of land, more or less



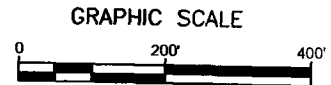
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone 414-643-4200
Fax 414-643 4210

PROJECT NUMBER 20282 DRAFTED 07-22-2022 BY C Mueller

CITY OF FRANKLIN
EXHIBIT "B-1"
PLAT OF PERPETUAL WATER MAIN AND ASSOCIATED APPURTENANCES EASEMENT
GRANTED TO THE CITY OF FRANKLIN



THE SIGMA GROUP
Single Source. Sound Solutions.
 www.thesigmagroup.com
 1300 West Canal Street
 Milwaukee, WI 53233
 Phone 414-643-4200
 Fax 414-643-4210



PROJECT NUMBER 20282 DRAFTED 07 28-2022 BY C Mueller

CITY OF FRANKLIN
Exhibit "B-2"

PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO 6044 RECORDED ON REEL 3419 IMAGES 833-835 AS DOCUMENT
NO 07026224 AND LANDS IN THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25
TOWNSHIP 5 NORTH RANGE 21 EAST IN THE CITY OF FRANKLIN COUNTY OF MILWAUKEE STATE OF WISCONSIN

Line Table		
Line #	Length	Direction
L1	212 39	N77° 20' 59" W
L2	152 83	N86° 04' 27" W
L3	6 00	S3° 55' 33" W
L4	20 00	N86° 04' 27" W
L5	6 00	N3° 55' 33" E
L6	2 19	N86° 04' 27" W
L7	97 61	N45° 32' 09" W
L8	34 75	N68° 02' 09" W
L9	162 45	S89° 27' 51" W
L10	11 62	S0° 56' 20" E
L11	15 75	N89° 28' 03" E
L12	20 00	S0° 31' 57" E
L13	15 61	S89° 28' 03" W
L14	146 31	S0° 56' 20" E
L15	73 03	S13° 06' 02" E
L16	76 74	S47° 40' 15" E
L17	181 66	S2° 37' 59" E
L18	210 69	S0° 31' 05" E
L19	77 12	S44° 27' 51" W
L20	27 83	S89° 27' 51" W
L21	53 08	N0° 32' 09" W
L22	20 00	N89° 27' 51" E
L23	32 63	S0° 32' 09" E
L24	59 91	N44° 27' 51" E
L25	202 04	N0° 31' 05" W
L26	3 08	N2° 37' 59" W
L27	25 53	S87° 19' 45" W
L28	20 00	N2° 40' 15" W
L29	25 54	N87° 19' 45" E
L30	149 92	N2° 37' 59" W
L31	74 67	N47° 40' 15" W
L32	81 38	N13° 06' 02" W
L33	190 17	N0° 56' 20" W

Line Table		
Line #	Length	Direction
L34	424 88	N0° 32' 09" W
L35	184 09	N0° 32' 09" W
L36	54 90	N0° 32' 09" W
L37	289 85	N89° 06' 04" E
L38	11 67	N0° 53' 56" W
L39	20 00	N89° 06' 04" E
L40	11 67	S0° 53' 56" E
L41	357 15	N89° 06' 04" E
L42	20 00	S0° 23' 33" E
L43	646 95	S89° 06' 04" W
L44	25 03	S0° 32' 09" E
L45	15 50	N89° 27' 51" E
L46	20 00	S0° 32' 09" E
L47	15 50	S89° 27' 51" W
L48	164 09	S0° 32' 09" E
L49	66 78	N89° 27' 51" E
L50	20 00	S0° 32' 09" E
L51	66 78	S89° 27' 51" W
L52	159 45	S0° 32' 09" E
L53	16 00	N89° 27' 51" E
L54	20 00	S0° 32' 09" E
L55	16 00	S89° 27' 51" W
L56	225 40	S0° 32' 09" E
L57	166 50	N89° 27' 51" E
L58	42 71	S68° 02' 09" E
L59	94 20	S45° 32' 09" E
L60	169 16	S86° 04' 27" E
L61	87 20	S77° 20' 59" E
L62	32 65	N11° 03' 48" E
L63	20 00	S78° 56' 12" E
L64	33 21	S11° 03' 48" W
L65	102 08	S77° 20' 59" E
L66	20 53	S0° 23' 33" E



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone 414-643 4200
Fax 414-643-4210

**PUBLIC WATERMAIN
EASEMENT LINE TABLES**

PROJECT NUMBER 20282 DRAFTED BY C Mueller

CITY OF FRANKLIN

EXHIBIT "C"

LEGAL DESCRIPTION OF WATER MAIN EASEMENT GRANTED TO THE CITY OF FRANKLIN

LEGAL DESCRIPTION OF WATER MAIN AND ASSOCIATED APPURTENANCES EASEMENT

That part of Lot 1 of Certified Survey Map No _____, in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of section 25, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows

Commencing at the East corner of said section 25, thence North 00°23'33" West, 711 94 feet along the east line of the Northeast 1/4 of said Section 25, thence South 89°36'27" West, 80 00 feet to the west line of South 27th Street and to the point of beginning, thence North 77° 20' 59" West, 212 39 feet, thence North 86° 04' 27" West, 152 83 feet, thence South 03° 55' 33" West, 6 00 feet, thence North 86° 04' 27" West, 20 00 feet, thence North 03° 55' 33" East, 6 00 feet, thence North 86° 04' 27" West, 2 19 feet, thence North 45° 32' 09" West, 97 61 feet, thence North 68° 02' 09" West, 34 75 feet, thence South 89° 27' 51" West, 162 45 feet, thence South 00° 56' 20" East, 11 62 feet, thence North 89° 28' 03" East, 15 75 feet, thence South 00° 31' 57" East, 20 00 feet, thence South 89° 28' 03" West, 15 61 feet, thence South 00° 56' 20" East, 146 31 feet, thence South 13° 06' 02" East, 73 03 feet, thence South 47° 40' 15" East, 76 74 feet, thence South 02° 37' 59" East, 181 66 feet, thence South 00° 31' 05" East, 210 69 feet, thence South 44° 27' 51" West, 77 12 feet, thence South 89° 27' 51" West, 27 83 feet, thence North 00° 32' 09" West, 53 08 feet, thence North 89° 27' 51" East, 20 00 feet, thence South 00° 32' 09" East, 32 63 feet, thence North 44° 27' 51" East, 59 91 feet, thence North 00° 31' 05" West, 202 04 feet, thence North 02° 37' 59" West, 3 08 feet, thence South 87° 19' 45" West, 25 53 feet, thence North 2° 40' 15" West, 20 00 feet, thence North 87° 19' 45" East, 25 54 feet, thence North 2° 37' 59" West, 149 92 feet, thence North 47° 40' 15" West, 74 67 feet, thence North 13° 06' 02" West, 81 38 feet, thence North 00° 56' 20" West, 190 17 feet, thence North 00° 32' 09" West, 424 88 feet, thence North 00° 32' 09" West, 184 09 feet, thence North 00° 32' 09" West, 54 90 feet, thence North 89° 06' 04" East, 289 85 feet, thence North 00° 53' 56" West, 11 67 feet, thence North 89° 06' 04" East, 20 00 feet, thence South 0° 53' 56" East, 11 67 feet, thence North 89° 06' 04" East, 357 15 feet, thence South 0° 23' 33" East 20 00 feet, thence South 89° 06' 04" West, 646 95 feet, thence South 0° 32' 09" East, 25 03 feet, thence North 89° 27' 51" East, 15 50 feet, thence South 0° 32' 09" East, 20 00 feet, thence South 89° 27' 51" West, 15 50 feet thence South 00° 32' 09" East, 164 09 feet, thence North 89° 27' 51" East, 66 78 feet, thence South 00° 32' 09" East, 20 00 feet, thence South 89° 27' 51" West, 66 78 feet, thence South 0° 32' 09" East, 159 45 feet, thence North 89° 27' 51" East, 16 00 feet, thence South 0° 32' 09" East, 20 00 feet, thence South 89° 27' 51" West, 16 00 feet, thence South 00° 32' 09" East, 225 40 feet, thence North 89° 27' 51" East, 166 50 feet, thence South 68° 02' 09" East, 42 71 feet, thence South 45° 32' 09" East, 94 20 feet, thence South 86° 04' 27" East, 169 16 feet, thence South 77° 20' 59" East, 87 20 feet, thence North 11° 03' 48" East, 32 65 feet, thence South 78° 56' 12" East, 20 00 feet, thence South 11° 03' 48" West, 33 21 feet, thence South 77° 20' 59" East, 102 08 feet to the aforesaid South 27th Street, thence South 00° 23' 33" East, 20 53 feet along said west line also know as the point of beginning,

Said Water Main and Associated Appurtenances Easement contains 60,686 square feet of land, more or less

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 2, 2022
REPORTS & RECOMMENDATIONS	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT AS A RESULT OF AN APPROVED NATURAL RESOURCE FEATURES SPECIAL EXCEPTION FOR THE SEASONS AT FRANKLIN MULTI-FAMILY DEVELOPMENT (FIDUCIARY REAL ESTATE DEVELOPMENT, INC., APPLICANT)	ITEM NUMBER G.3.

On May 3, 2022, the Common Council adopted the Standards, Findings and Decision upon an application by Fiduciary Real Estate Development, Inc., for a Special Exception to Certain natural Resource Provisions of the City of Franklin Unified Development Ordinance, to permit permanent disturbance to regulated Wetlands and protection Wetland Buffers and Wetland Setbacks, as part of an approval to redevelop the defunct Nature's Nook property as a 252-unit multi-family residential apartment complex. This development consists of 2-story units in buildings of 20 or 24 units, comprising a total of 12 buildings with a mix of 30 studio units, 96 one-bedroom units, 102 two-bedroom units, and 24 three-bedroom units) with a single primary access from South 27th Street (STH 241).

The approval of the Natural Resource Features Special Exception (NRSE) was conditioned, in part, on the required submission and approval of a Conservation Easement that would provide for the perpetual protection of all remaining regulated natural resource features on the property as well as the approved Wetland and Wetland Buffer mitigation areas. This Conservation Easement, in draft form, is provided for Council's review and approval.

Attached are as follows:

- Draft Resolution No. 2022-_____
- Draft Conservation Easement (including Exhibits A, B, and C)

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2022-_____, authorizing certain officials to accept a Conservation Easement from Fiduciary Real Estate Development, Inc., for and as part of the review and approval of a Natural Resource Features Special Exception for property located at 9801 South 27th Street and 9605 South 29th Street (Fiduciary Real Estate Development, Inc., applicant).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2022-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
ACCEPT A CONSERVATION EASEMENT FROM FIDUCIARY REAL ESTATE
DEVELOPMENT, INC., FOR AND AS PART OF THE REVIEW AND APPROVAL OF A
NATURAL RESOURCE FEATURES SPECIAL EXCEPTION FOR THE SEASONS AT
FRANKLIN
(AT 9801 SOUTH 27TH STREET AND 9605 SOUTH 29TH STREET)
(FIDUCIARY REAL ESTATE DEVELOPMENT, INC., APPLICANT)

WHEREAS, the Common Council having approved a Natural Resource Features Special Exception upon the application of Fiduciary Real Estate Development, Inc., on May 3, 2022, and the Common Council having conditioned approval thereof in part upon further approval of a Conservation Easement to protect the remaining undisturbed natural resource features and approved wetland and wetland buffer mitigation areas on the site; and

WHEREAS, §15-7.0102X. of the Unified Development Ordinance requires the submission of a Conservation Easement 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 Saputo Cheese, USA, in the form and content as annexed hereto, subject to any changes consistent with this Resolution and as may approved upon further review by the City Engineering Department, Department of City Development and the Office of the City Attorney, be and the same is hereby approved; 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 this Resolution and 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 FROM FIDUCIARY REAL ESTATE
DEVELOPMENT, INC., FOR AND AS PART OF THE REVIEW AND APPROVAL OF A
NATURAL RESOURCE FEATURES SPECIAL EXCEPTION FOR THE SEASONS AT
FRANKLIN

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

SEASONS AT FRANKLIN APARTMENTS

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 FRED-Franklin HC, 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, legally 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 the Natural Resource Protection Plan is protecting wetlands, wetlands buffer, wetland setbacks, floodplain, mature woodlands and young woodlands as shown on the Natural Resource Protection Plan dated 04/06/2022 prepared by The Sigma Group which is kept on file in the office of the 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
 FRED-Franklin HC, LLC
 Attn Steven J Bersell
 789 North Water Street, Suite 200
 Milwaukee, WI 53202

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

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

By _____
 Steven J Bersell, Authorized Agent

STATE OF WISCONSIN)
) ss
 MILWAUKEE COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, as _____ of _____, a _____, to me known to be the person[s] who executed the foregoing conservation easement and acknowledged the same as the voluntary act and deed of said _____

 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

Marion Ecks
Associate Planner
Department of City Development

Date

Approved as to form only

Jesse A. Wesolowski
City Attorney

Date

Exhibit A

CITY OF FRANKLIN
EXHIBIT "A"
LEGAL DESCRIPTION OF LOT 1 OF CERTIFIED SURVEY MAP NO _____

LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No _____, in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of section 25, Township 5 North, Range 21 East in the City of Franklin, County of Milwaukee State of Wisconsin

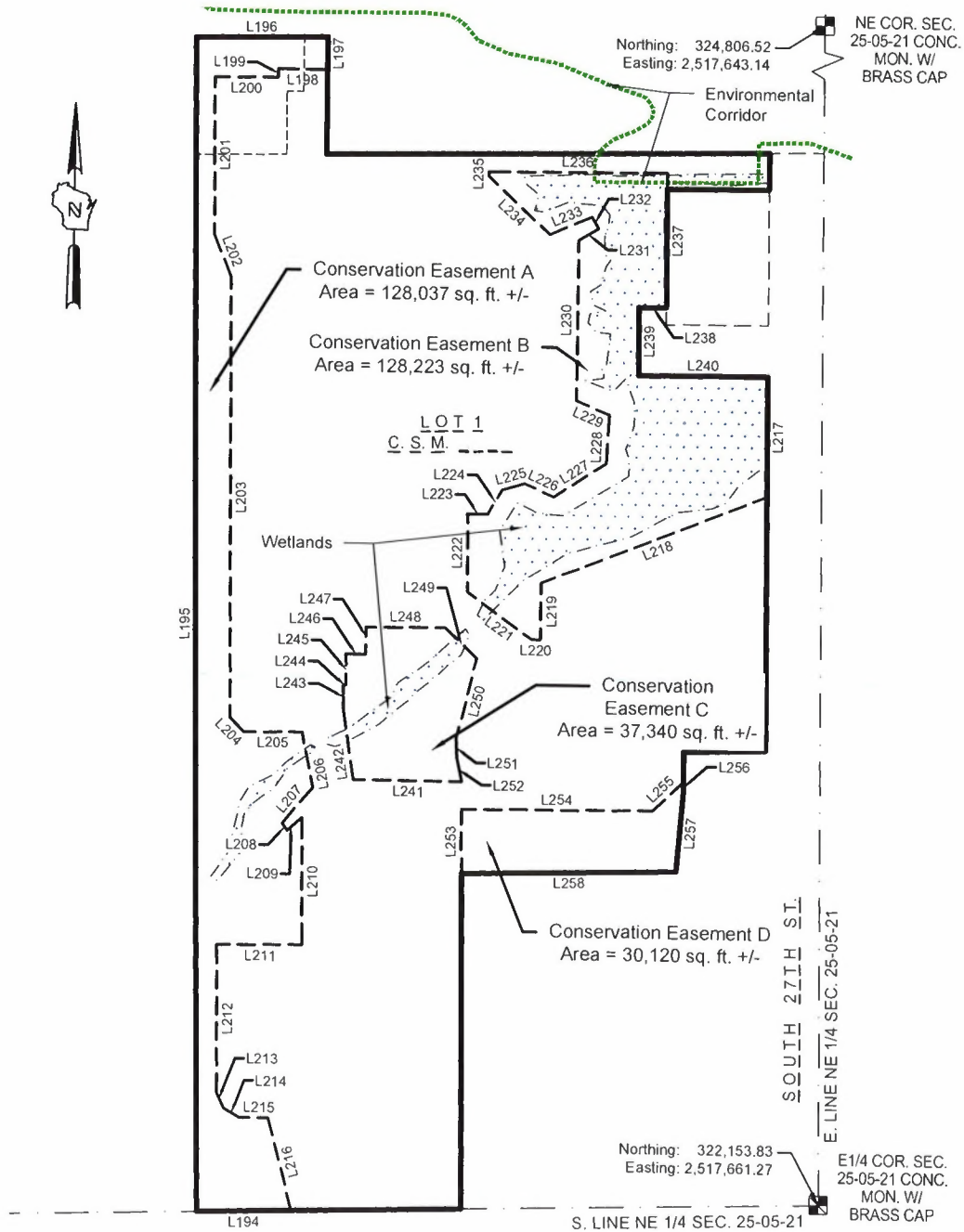
Parcel contains 1,046,360 square feet of land, more or less



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone 414-643-4200
Fax 414-643-4210

PROJECT NUMBER 20282 DRAFTED 07 22-2022 BY C Mueller

CITY OF FRANKLIN
EXHIBIT "B"
PLAT OF PERPETUAL CONSERVATION EASEMENT'S GRANTED TO THE CITY OF FRANKLIN



THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

In accordance with the Natural Recourse Protection Plan created by The Sigma Group, on January 6, 2022, the Conservation Easement is protecting wetlands, wetlands buffer, wetland setbacks, floodplain, mature woodlands and young woodlands.

PROJECT NUMBER 20282 DRAFTED 07-22-2022 BY C. Mueller

GRAPHIC SCALE



CITY OF FRANKLIN
EXHIBIT "B"
PLAT OF PERPETUAL CONSERVATION EASEMENT GRANTED TO THE CITY OF FRANKLIN
LINE TABLES

Line Table		
Line #	Length	Direction
L194	139 30	S88° 29' 15"W
L195	1725 40	N0° 39' 59' W
L196	193 16	N88° 55' 27"E
L197	48 00	S0° 23' 33"E
L198	71 96	S89° 33' 35"W
L199	12 33	S0° 32' 09"E
L200	93 08	S89° 27' 51' W
L201	232 17	S0° 32' 09 E
L202	66 56	S22° 37' 56"E
L203	648 66	S0° 32' 09"E
L204	28 28	S45° 32' 09 E
L205	86 47	N89° 27' 51 E
L206	82 79	S11° 17' 34"E
L207	68 55	S39° 34' 54' W
L208	12 63	S33° 55' 26' E
L209	28 62	N48° 10' 20' E
L210	186 67	S0° 30' 32' E
L211	125 59	S89° 09' 22' W
L212	217 62	S0° 32' 21"E
L213	24 78	S24° 48' 39"E
L214	26 51	S59° 41' 23"E
L215	42 57	N89° 27' 51 E
L216	139 80	S14° 40' 14"E
L217	177 01	S0° 23' 33 E
L218	355 42	S68° 11' 59"W
L219	83 29	S0° 00' 13 E
L220	12 74	S89° 59' 47"W
L221	116 97	N54° 22' 06"W
L222	115 08	N0° 32' 09"W
L223	29 38	S89° 55' 17"E
L224	42 69	N30° 53' 24"E
L225	32 97	N74° 34' 51 E
L226	46 65	S67° 05' 47' E

Line Table		
Line #	Length	Direction
L227	90 84	N56° 53' 34"E
L228	71 85	N2° 32' 47' E
L229	52 67	N66° 56' 25' W
L230	235 85	N0° 01' 29 W
L231	33 93	N59° 50' 49"E
L232	20 00	N30° 09' 11' W
L233	66 42	S66° 14' 03"W
L234	124 36	N47° 04' 35' W
L235	6 42	N0° 30' 57"W
L236	261 21	N89° 29' 03 E
L237	198 07	S0° 28' 04 E
L238	40 00	S89° 36' 27"W
L239	100 00	S0° 23' 33"E
L240	190 00	N89° 36' 27"E
L241	160 10	N89° 35' 04"W
L242	103 19	N8° 28' 57"W
L243	36 10	N0° 56' 27"W
L244	3 85	N89° 03' 33"E
L245	45 36	N0° 36' 12' W
L246	29 38	N89° 27' 51 E
L247	39 55	N0° 32' 09"W
L248	117 32	N89° 27' 56"E
L249	63 84	S46° 19' 22' E
L250	121 07	S13° 39' 21' W
L251	29 20	S1° 57' 03"E
L252	35 57	S12° 22' 12' E
L253	94 59	N0° 23' 33 W
L254	279 74	N89° 33' 44"E
L255	61 74	N46° 38' 24 E
L256	14 88	S0° 23' 33"E
L257	116 30	S4° 31' 38"W
L258	315 00	S88° 29' 34' W

Exhibit C

LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. _____, in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of section 25, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin

Conservation Easement A

Commencing at the east corner of said Section 25;
thence South 88° 29' 15" West, 775.74 feet along the south line of the Northeast 1/4 of said Section 25 to the point of beginning;
194-continuing along said south line, South 88° 29' 15" West, 139.30 feet to a point on the west line of Parcel 1 of Certified Survey Map No. 6044;
195-thence North 00° 39' 59" West, 1725.40 feet along said west line and its extension to the south line of Lot 2 of Certified Survey Map No. 8003,
196-thence North 88° 55' 27" East, 193.16 feet along said south line to a west line of said Lot 2;
197-thence South 00° 23' 33" East, 48.00 feet along said west line;
198-thence South 89° 33' 35" West, 71.96 feet;
199-thence South 00° 32' 09" East, 12.33 feet;
200-thence South 89° 27' 51" West, 93.08 feet;
201-thence South 00° 32' 09" East, 232.17 feet;
202-thence South 22° 37' 56" East, 66.56 feet;
203-thence South 00° 32' 09" East, 648.66 feet;
204-thence South 45° 32' 09" East, 28.28 feet;
205-thence North 89° 27' 51" East, 86.47 feet;
206-thence South 11° 17' 34" East, 82.79 feet;
207-thence South 39° 38' 22" West, 57.68 feet;
208-thence South 00° 30' 32" East, 90.42 feet;
209-thence South 89° 09' 22" West, 25.72 feet,
210-thence South 31° 02' 26" West, 113.51 feet,
211-thence South 89° 09' 22" West, 18.98 feet;
212-thence South 00° 32' 21" East, 217.62 feet;
213-thence South 24° 48' 39" East, 24.78 feet;
214-thence South 59° 41' 23" East, 26.51 feet;
215-thence North 89° 27' 51" East, 42.57 feet;
216-thence South 14° 40' 14" East, 139.80 feet to the point of beginning.

Said parcel contains 128,037 square feet or 2.939 acres of land, more or less

Conservation Easement B

Commencing at the east corner of said Section 25; thence North 00°23'33" West, 1216.05 feet along the east line of the Northeast 1/4 of said Section 25, thence South 88°53'59" West, 80.00 feet to the west line of South 27th Street and to the point of beginning,

217-thence South 00° 23' 33" East, 177.01 feet along said west;
218-thence South 68° 11' 59" West, 355.42 feet;
219-thence South 00° 00' 13" East, 83.29 feet;
220-thence South 89° 59' 47" West, 12.74 feet;
221-thence North 54° 22' 06" West, 116.97 feet;
222-thence North 00° 32' 09" West, 115.08 feet;
223-thence South 89° 55' 17" East, 29.38 feet;
224-thence North 30° 53' 24" East, 42.69 feet,
225-thence North 74° 34' 51" East, 32.97 feet;
226-thence South 67° 05' 47" East, 46.65 feet;
227-thence North 56° 53' 34" East, 90.84 feet;
228-thence North 02° 32' 47" East, 71.85 feet;
229-thence North 66° 56' 25" West, 52.67 feet;
230-thence North 00° 01' 29" West, 235.85 feet;
231-thence North 59° 50' 49" East, 33.93 feet;
232-thence North 30° 09' 11" West, 20.00 feet;
233-thence South 66° 14' 03" West, 66.42 feet;
234-thence North 47° 04' 35" West, 124.36 feet;
235-thence North 00° 30' 57" West, 6.42 feet,
236-thence North 89° 29' 03" East, 261.21 feet;
237-thence South 00° 28' 04" East, 198.07 feet along the east line of Parcel 1 of Certified Survey Map No. 6044 to the north line of Outlot 1 of said Certified Survey Map No. 6044;
238-thence South 89° 36' 27" West, 40.00 feet along said north line to the west line of said Outlot 1;
239-thence South 00° 23' 33" East, 100.00 feet along said west line to the south line of said Outlot 1;
240-thence North 89° 36' 27" East, 190.00 feet along said south line to the west line of aforesaid South 27th Street also known as the point of beginning.

Said parcel contains 128,223 square feet or 2.944 acres of land, more or less.

Conservation Easement C

Commencing at the east corner of said Section 25;
thence South 88° 29' 15" West, 526.00 feet along the south line of the Northeast 1/4 of
said Section 25; thence North 00° 23' 33" West, 626 59 feet along the west line of Lot 1
and Lot 2 of Certified Survey Map No. 8776 to the point of beginning;
241-thence North 89° 35' 04" West, 160.10 feet;
242-thence North 08° 28' 57" West, 103.19 feet;
243-thence North 00° 56' 27" West, 36.10 feet;
244-thence North 89° 03' 33" East, 3.85 feet;
245-thence North 00° 36' 12" West, 45 36 feet;
246-thence North 89° 27' 51" East, 29 38 feet;
247-thence North 00° 32' 09" West, 39.55 feet;
248-thence North 89° 27' 56" East, 117.32 feet;
249-thence South 46° 19' 22" East, 63.84 feet;
250-thence South 13° 39' 21" West, 121.07 feet;
251-thence South 01° 57' 03" East, 29.20 feet;
252-thence South 12° 22' 12" East, 35.57 feet to the point of beginning.

Said parcel contains 37,340 square feet or 0.857 acres of land, more or less.

Conservation Easement D

Commencing at the east corner of said Section 25;
thence South 88° 29' 15" West, 526.00 feet along the south line of the Northeast 1/4 of
said Section 25; thence North 00° 23' 33" West, 492 05 feet along the west line of Lot 1
and Lot 2 of Certified Survey Map No. 8776 to the point of beginning;
253-thence continuing North 00° 23' 33" East, 63.84 feet;
254-thence North 89° 33' 44" East, 279 74 feet,
255-thence North 46° 38' 24" East, 61.74 feet to a point on east line of Certified Survey
Map No. 6044,
256-thence South 00° 23' 33" East, 14 88 feet along said east line;
257-thence South 04° 31' 38" West, 116.30 feet to the northeast corner of Lot 1 of
Certified Survey Map No 8776;
258-thence South 88° 29' 34" West, 315 00 feet along the north line of said Lot 1 being
the point of beginning

Said parcel contains 30,120 square feet or 0.691 acres of land, more or less

<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>08/02/22</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Update on on-going operations in the Department of City Development</p>	<p>ITEM NUMBER</p> <p>G.4.</p>

With the resignation of Planning Manager Heath Eddy (effective 07/22/22), the following responsibilities will be re-assigned while a successor is hired and trained:

- City Development staff, Principal Planner Régulo Martínez-Montilva, Associate Planner Marion Ecks and Planning Secretary Gail Olsen will report to Mayor Stephen Olson.
- Régulo Martínez-Montilva will be acting Zoning Administrator. Duties of the Zoning Administrator are listed in the Unified Development Ordinance (UDO) Sec. 15-9.0101, as well as administration of the City of Franklin Floodplain Zoning Ordinance.
- Régulo Martínez-Montilva and Marion Ecks will share responsibilities for Plan Commission and Common Council items based on the agenda and the projects they are assigned.
- Régulo Martínez-Montilva and Marion Ecks will assume management of professional services with planning consultants, including but not limited to responding to zoning inquiries and review of development applications.
- Régulo Martínez-Montilva will assume management of the UDO rewrite project with Houseal-Lavigne Associates.
- City Development Staff are authorized to refer individual projects to VandeWalle & Associates, Wrayburn Consulting and Foth for review and recommendation subject to staff supervision. Budget is in place.

The above is not a comprehensive list of duties that will need to be performed in the interim period but provides a framework to the City Development Department to show continuity and areas of responsibilities.

COUNCIL ACTION REQUESTED

Accept and place on file.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE August 2, 2022
Reports & Recommendations	Direction on Hawthorne Neighborhood Pavement and Utilities	ITEM NO. G.5.

BACKGROUND

The Hawthorne Neighborhood is an area bounded by S. 92nd Street, W. Rawson Avenue, Franklin's northern corporate limits, and the Ballpark Commons.

In the past few years, multiple residents of this subdivision have requested utilities that spawned some surveys and most recently, this subdivision was surveyed concerning parking restrictions. This parking discussion brought to light the narrowness of some streets that are a concern for the Fire Department in this un-watered area.

Staff rates Franklin streets for the annual Local Road and Street Program and the streets within this subdivision are approaching the age and condition where they should be considered for paving in the near future. The streets were last rated as 1s and 2s- the lowest ratings out of a possible 10.

However, Staff would like to know if this area should be targeted for a subdivision wide installation of sewer and water utilities (within the next five years). If so, then any paving should be delayed for a few years to coincide with the utility projects. If not, then paving should be considered in the near future with the understanding that the area would not be eligible for new utilities for at least 25-30 years.

ANALYSIS

Staff discussed this dilemma with Alderman Nelson and he is supportive of a neighborhood survey. Potentially the survey would indicate a preference of 1) a near term utility project (with assessments) with a pavement project or 2) a near term pavement project (no assessments) and a moratorium on any utility discussions for the neighborhood for a minimum of 25 years (2047). Common Council would consider the survey results before a decision is made.

This survey will take some effort on Staff's time so it cannot be ready for the next Common Council meeting. A preliminary sewer and water design would need to be performed and project costs estimated for a table of projected assessments for each property.

The affected streets are along W. Hawthorne Lane, W. Meadow Lane and S. 90th Street. Additional homes along S. 92nd Street and W. Rawson Avenue would be benefitted by utilities.

OPTIONS

- A. Direct Staff to prepare preliminary utility designs with construction costs, projected assessments, survey the properties within the Hawthorne neighborhood and return to Common Council for a discussion when completed. or
- B. Direct Staff to plan for a near-future repaving project as the roads are compared to other roads in the Local Road and Street Program and return to Common Council with a resolution to place a moratorium on any utility discussions in the next twenty-five years.
or
- C. Direct Staff to plan for a utility project in the next five years with a corresponding paving project. or
- D. Other direction to Staff.

FISCAL NOTE

The direction concerning this item will have ramifications on future capital improvement projects. The preliminary road estimate for this neighborhood is about \$400,000.

RECOMMENDATION

At the direction of the Common Council.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/02/22
REPORTS & RECOMMENDATIONS	Authorize the Purchase of Two Plow Trucks/ Reprioritize 2022 Budget	ITEM NUMBER G.6.

BACKGROUND

At the December 7th, 2021, Council Meeting, the Department of Public Works was granted authorization to solicit quotes for 2022 equipment purchases for the Board of Public Works to approve and make recommendations to Council.

At the April 19th, 2022, Council Meeting, the Department of Public Works was granted permission to purchase two plow truck chassis. At that time, DPW was working with multiple Sourcewell contract vendors, and was placed on a lottery list, in hopes of acquiring the chassis, as there is a significant supply chain issue for these products currently. The DPW had planned on outfitting these chassis in the 2023 budget. The City was not successful in its bid for the two (2) truck chassis, so a new route needs to be taken to obtain the needed equipment.

ANALYSIS

At this time, the Department of Public Works has been offered the opportunity to purchase two plow trucks that have become available. Both of these plow trucks are complete chassis that are fully outfitted with front plow, wing plow, hydraulics, and dump boxes.

The total cost of purchase for the two trucks is \$409,484.00 through Lakeside International.

Due to the change from just purchasing two chassis, to purchasing the fully outfitted equipment, staff is requesting reprioritizing the 2022 Budget to allow for the purchase of both pieces of equipment in 2022, rather than one in 2022 and one in 2023.

FISCAL NOTE

Staff recommends reprioritizing the 2022 Budget to utilize the following funds to purchase both plow trucks, fully outfitted:

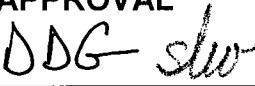
2022 Equipment Replacement Fund, Account Number 42.0331.5811, \$316,306.00. This is a combination of the \$273,000.00 already allocated for the fully outfitted plow truck in addition to the remaining funds of \$43,306 from a bucket truck purchase which came in below budgeted amount.

- 2022 Capital Outlay Fund (Highway), Account Number 41-0331-5814 - \$58,680.00 These funds were budget for the purchase of a Truck Mounted Brine Sprayer, \$25,000, and a Tilt Bed Trailer, \$26,000, both of which we are unable to purchase in 2022 due to unforeseen supply chain issues. We will request these items in a future budget, when we feel we will be able to procure them. In addition, there is an additional \$7,680 remaining in this account from budgeted funds for attachment replacements that are not critical at this time.
- 2022 Capital Outlay Fund (Parks), Account Number 41-0551-5821 - \$33,000.00. These funds were budgeted for the replacement of park equipment. However, since the new trucks are need in the parks for park projects and snow removal, staff is requesting a reprioritization of funding for the more critical need
- 2022 Capital Outlay Fund (Parks), Account Number 41-0551-5832 - \$1,498.00 There are available, budgeted funds in this account which are requested to be used due to the same reason noted above.

Council Action Requested

Motion to authorize the purchase of two plow trucks with reprioritized funding as detailed herein from the 2022 Budget.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/2/2022
REPORTS & RECOMMENDATIONS	An Ordinance to Amend Ordinance 2021-2486, an Ordinance Adopting the 2022 Annual Budget for the Equipment Replacement Fund to Transfer \$93,178 of Capital Outlay Funds to Equipment Replacement Fund	ITEM NUMBER G.7.

BACKGROUND

The Department of Public Works (DPW) is seeking Council approval to transfer \$93,178.00 from three Capital Outlay fund lines (see below) to the Equipment Replacement Fund account in the 2022 fiscal year.

To:

Equipment Replace Fund (42-0331-5811) \$93,178.00

From:

Capital Outlay Fund Highway (41-0331-5814) \$58,680.00
 Capital Outlay Fund Parks (41-0551-5821) \$33,000.00
 Capital Outlay Fund Parks (41-0551-5832) \$1,498.00

The DPW Council Action presented at this August 2nd meeting explains the background for this budget amendment request.

ANALYSIS

At this time, the Department of Public Works has been offered the opportunity to purchase two plow trucks fully outfitted.

The total cost of purchase for the two trucks is \$409,484.00, through Lakeside International, which is more than was originally budgeted. Therefore, DPW is requesting this budget amendment to allocate funds needed to proceed with this purchase.

RECOMMENDATION

Staff recommends the attached proposed Equipment Replacement Fund and Capital Outlay Fund budget amendment transferring \$93,178.00 of Capital Outlay funds to the Equipment Replacement Fund budget.

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 Equipment Replacement Fund to Transfer \$93,178.00 of Capital Outlay Funds to the Equipment Replacement Fund.

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 EQUIPMENT REPLACEMENT FUND TO TRANSFER \$93,178 OF CAPITAL OUTLAY FUNDS TO EQUIPMENT REPLACEMENT FUND

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 is requesting to amend the Equipment Replacement Fund budget to increase by \$93,178.00; and

WHEREAS, the Department of Public Works is requesting to amend the Capital Outlay Fund budget to decrease by \$93,178.00, which was approved by the Common Council on August 2, 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 Capital Outlay Fund and Equipment Replacement Fund be amended as follows:

Appropriation / Expenditure

Highway Capital Outlay (41-0331-5814)	Decrease	\$58,680.00
Parks Capital Outlay (41-0551-5821)	Decrease	\$33,000.00
Parks Capital Outlay (41-0551-5832)	Decrease	\$ 1,498.00

Appropriation / Expenditure

Equipment Replacement Fund (42-0331-5811)	Increase	\$93,178.00
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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 2nd day of August, 2022.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

<p>APPROVAL</p> <p><i>JW</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>8/2/2022</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Consideration of the Updated City of Franklin Code of Conduct for Elected and Appointed Officials and the Rules of the Common Council</p>	<p>ITEM NUMBER</p> <p>G.8.</p>

On October 5, 2021, the Common Council approved the City of Franklin Code of Conduct for Elected and Appointed Officials and the Rules of the Common Council. The purpose of the first document, the City of Franklin Code of Conduct, is to ensure that all City Officials have clear guidelines for carrying out the responsibilities they are charged with, while maintaining high standards of integrity, trustworthiness, honesty, and fairness; and the purpose of the second document, the Rules of the Common Council, is to promote consistency and orderly City of Franklin meetings.

On June 21, 2022, the Common Council reviewed and updated both of these guiding documents and asked that redline versions of both documents be brought back to the Council.

On July 19, 2022, the Common Council again reviewed and updated both of these guiding documents. In conjunction with the updates, as well as the consideration of a few staff suggestions, the Common Council made additional changes and directed that redline versions of both documents be brought back to the Council for consideration. Those redline versions are attached for consideration by the Council.

COMMON COUNCIL ACTION REQUESTED

Motion to approve the updated City of Franklin Code of Conduct for Elected and Appointed Officials and the Rules of the Common Council per the attached, red-line versions.

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**CITY OF FRANKLIN CODE OF CONDUCT AND ETHICS
ELECTED AND APPOINTED OFFICIALS**

~~October 5, 2021~~ ~~July 19, 2022~~ August 2, 2022

SECTION 1: PURPOSE

It is the policy of the City of Franklin to uphold, promote, and demand the highest standards of ethics from its elected and appointed officials. Accordingly, the Mayor; Common Council Members; Commission/Board/Committee Members; and Appointed Officials shall maintain the standards of personal integrity, trustworthiness, honesty, and fairness in carrying out their public duties, avoid improprieties in their roles as public servants, comply with all applicable laws, and shall not use their City position or authority improperly or for personal gain.

This Code of Conduct exists to ensure that all officials have clear guidelines for carrying out their responsibilities in their relationships with each other, with the City staff, with the citizens of Franklin, and with all other private and governmental entities. It is understood that all City Officials aspire to maintain these standards. In the event that these shared objectives are not met, self-correction is the goal, with enforcement occurring when necessary.

All officials recognize that an action may be legal but may also be unprofessional, inappropriate, or perceived as a form of harassment or abuse.

This Code of Conduct works in conjunction with the City of Franklin Municipal Code, ~~and~~ State of Wisconsin Statutes, and Administrative Policies and Procedures as indexed and available on the City's website, and also available in the City Clerk's Office.

SECTION 2: ELECTED OFFICIALS AND COMMISSION/BOARD/COMMITTEE MEMBERS CONDUCT WITH ONE ANOTHER

~~The Common Council and Mayor (hereinafter the "Council") have a responsibility to set policy for the City. The elected Alderpersons and the Mayor (hereinafter the "Common Council") have a responsibility to set policy and carry out policies for the City. Policy setting is a function of the legislative body (elected Alderpersons and Mayor) while the executive body (Mayor) assures policies, as set by the Council, are carried out with staff assistance.~~ In doing so, certain types of conduct foster positive debate while other types do not. The Council is responsible for treating one another as they wish to be treated. The same expectation is in place for Commission/Board/Committee Members.

The Council, as well as Commissions/Boards/Committees, is composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Understanding the diversity which exists, all who choose to serve in public office have the obligation to preserve and protect the well-being of the community and its citizens. In all cases, this common goal is to be acknowledged, and all officials must recognize that certain behavior will lead to success while other behavior is counterproductive.

A. Use of Formal Titles

All officials will make every effort to refer to one another and City staff formally during public meetings as Mayor, Council President, Alderperson, Board/Commission/Committee Member, followed by the individual's last name.

B. Use of Civility and Decorum in Discussions and Debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of free democracy in action. Every official has the right to an individual opinion, without interruption, which is to be respected by the other officials. Officials shall not be hostile, degrading, or defamatory when debating a contentious issue. Each official is to work under the premise that all other officials are acting with appropriate motives and keeping the interest of the public in mind, and are not to be criticized for differing opinions because they believe them to be lacking in judgment or are improperly motivated.

However, this does not allow any official to make belligerent, impertinent, slanderous, threatening, abusive, or personally disparaging comments in public meetings or during individual encounters. Shouting, attacking, or other actions that could be construed as threatening or demeaning will not be tolerated. If an official is personally offended by the remarks of another official, the offended official should voice the concern promptly and afford the other official the opportunity to either explain the comment or apologize. If that is not successful, the offended official should ~~call for raise~~ a "point of personal question of privilege", with a request, and for information, which if ruled upon by the Chair, following advice from the parliamentarian, if present, as in order, the Member shall be granted the privilege and shall be allowed five (5) minutes to address the concern.

C. Honor the Role of the Chair in Maintaining Order

It is the responsibility of the Mayor, as Chair of the Council, as well as Commission/Board/Committee Chairs, to keep the discussion of all members on track during meetings. Council/Commission/Board/Committee Members are to respect the efforts by the Mayor/Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Mayor's/Chair's actions, those objections are to be voiced respectfully and with reason, following commonly recognized parliamentary procedure.

D. Dissemination of Information

Out of courtesy to all Council Members, important safety matters, as determined by the Mayor, will be communicated to the Council Members as soon as practicable once they become available/known. In addition, new information regarding appropriate City Business/Communications will be disseminated to the Body prior to disseminating on social media.

E. Use of Electronic Devices

Respect for one another, constituents, and those appearing before the Council and Commissions/Boards/Committees is paramount, and full attention to the matters before the Body is the purpose of meetings. The use of electronic devices to communicate regarding City business during meetings is prohibited since it presents an opportunity for violation of open meetings and open records laws. Personal use (i.e. use not related to City Business) of electronic devices is strongly discouraged and is to be reserved only for urgent situations. However, it is acknowledged that occasional use of electronic devices occurs for business purposes within the context of meetings and is acceptable.

F. Social Media

Social media presence by those officials covered under this code is to be informative in nature and positively reflect on the community and City staff, and promote local activities. All officials shall avoid expressing opinions or bias regarding City business or issues that may come before the Council/Commission/Board/Committee when it may be construed that they are

acting on behalf of the City.

In the use of social media, all officials are to abide by the following:

- Refrain from making belligerent, impertinent, slanderous, threatening, abusive, or personally disparaging comments;
- Ensure that they do not participate in discrimination or harassment, even if the identified behavior is not targeting a protected class, consisting of unwelcome conduct, sexual or otherwise, whether verbal, physical, or visual. Harassing conduct includes, but is not limited to: slurs or negative stereotyping; bullying, threatening, intimidating or other hostile acts; degrading jokes and display or circulation of graphic material that degrades or shows hostility; and physical touching;
- Shall never demean or personally attack an employee regarding the employee's job performance in public; and
- Are to demonstrate their honesty and integrity, and to be an example of appropriate and ethical conduct.

G. Newsletters by Council Members

Council Members are allowed to create newsletters; however, all Council Members must ensure that in expressing their own opinion, they do not mislead any reader/listener into believing that their individual opinion is that of the entire Council/Commission/Board/Committee unless the Council/Commission/Board/Committee has taken a vote of the Body on that specific issue and the Member's opinion is the same as the result of the vote of the Body on the matter.

H. Discrimination and Other Harassment

The Council is committed to providing an environment that is free from discrimination and harassment, even if the identified behavior is not targeting a protected class. Harassment consists of unwelcome conduct, sexual or otherwise, whether verbal, physical, or visual. Harassing conduct includes, but is not limited to: slurs or negative stereotyping; bullying, threatening, intimidating or other hostile acts; degrading jokes and display or circulation of graphic material that degrades or shows hostility; and physical touching.

SECTION 3: ELECTED OFFICIALS AND COMMISSION/BOARD/COMMITTEE MEMBERS CONDUCT WITH CITY STAFF

Governance of the City relies on ~~the cooperative efforts of between~~ elected officials and staff. ~~The legislative body passes laws and sets policy, and the Mayor shall take care that the City ordinances and State laws are observed and enforced and that all City officers and employees discharge their duties, who set policy and City staff who implement and administer the Council's policies.~~ Therefore, every effort is to be made to be cooperative and show mutual respect for the contributions made by each other for the good of the community.

~~The City of Franklin, through its form of government and Municipal Code, charges the Mayor as the responsible person for all staff in the City, except as may be otherwise provided by law pursuant to the Wisconsin Statutes.~~

The Common Council, upon recommendation from individual Council Members, professional staff, and volunteer Boards/Commissions/Committees, authorizes various aspects of personnel management including policies, pay plans, benefit plans and other related items. On Council direction, the Mayor is charged with implementing these items while working with the executive

team. This provides for a single manager to direct our staff.

Members of the Common Council must be diligent in maintaining this “chain of command”. Council Members shall not engage in directing employees in their tasks and/or injecting themselves into tasks and projects. Council Members are encouraged to get to know and support the City’s 240+ employees, and treat them with respect and professionalism.

~~Should an individual Council Member see a deficiency, need a project or task performed, have a special request for service, or any other directive for staff, he/she is to communicate that, in writing, including the specific issue as well as a requested resolution, to the Mayor or Director of Administration. (This does not include Council Members’ need for additional information needed for Council agenda items or issues relevant to their districts, which is covered in the Rules of the Common Council.) In the event that the matter is not resolved within a reasonable amount of time after communications with the Mayor and the Director of Administration, the matter may be discussed at a Council or Committee of the Whole Meeting at the call of two Council Members by filing a written request with the Clerk.~~

Municipal-Code § 19-2 Order of business. Agenda.

The business of the Council shall be conducted according to the agenda prepared by the Clerk. All matters intended to be placed upon a regular meeting agenda shall be submitted to the Clerk no later than 9:00 a.m. on the Friday during the week preceding the regular Tuesday meeting, and the Clerk shall distribute the agenda to Common Council members no later than 5:00 p.m. on the Friday during the week preceding the regular Tuesday meeting.

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Municipal-Code § 19-1 Meeting time and date. B. Special meetings.

Special meetings of the Council may be called by two Alderpersons by filing a written request with the Clerk at least 24 hours prior to the time specified for such meeting. The Clerk shall immediately notify each Alderperson of the time and purpose of such meeting. The notice shall be delivered to each Alderperson personally or left at his or her usual place of abode. The Clerk shall cause an affidavit of service of such notice to be filed in his or her office prior to the time fixed for such special meeting. Special Meetings may be held without notice when all members of the Council are present or consent in writing to the holding of such meeting. Unless all Alderpersons are in attendance, no business shall be transacted at a special meeting except for the purpose stated in the notice thereof.

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All elected and appointed officials must constantly be aware of their impact on the morale and reputation of our employees in their statements and interactions.

A. Treat Staff as Professionals

Council/Commission/Board/Committee Members shall treat all staff as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior toward staff is not acceptable. Council/Commission /Board/Committee Members should refer to staff by their title followed by the individual's last name in public meetings when first introduced.

B. Never Publicly Demean or Personally Attack an Individual Employee

Council/Commission/Board/Committee Members shall never demean or personally attack an employee regarding the employee's job performance in public. All employee performance issues shall be directed to the Mayor or the Director of Administration through private correspondence or conversation.

C. Do not Supersede Administrative Authority

Unless otherwise provided in this Code, neither the Council, nor any of Commission/Board/Committee Members, shall attempt to supersede the administration's powers and duties. Neither the Council nor any Commission/Board/Committee Member thereof shall give orders to any of the Department Heads or their subordinates, either publicly or privately. Council/Commission/Board/Committee Members shall not attempt to unethically influence or coerce City staff concerning either their actions or recommendations to awarding contracts, selection of consultants, processing of development proposals, the granting of City licenses and permits, or any other similar City function.

Nothing in this section shall be construed, however, as prohibiting a Council Member individually, from discussing City affairs of interest or making suggestions with department heads in or outside of a public meeting as long as direction is not given and time considerations are respectful or, Commission/Board/Committee Member in an open meeting from fully and freely discussing with or suggesting to the Department Heads anything pertaining to City affairs or the interests of the City. And, it ~~It~~ is also noted that there may be limited occasions when Council ~~or~~ Commission/Board/Committee Members need to communicate with staff outside of a public meetings, not related to questions on agenda matters.

D. Do Not Solicit Political or Business Support from Staff

Council/Commission/Board/Committee Members shall not solicit any type of political support, including: financial contributions, display of posters or lawn signs, name on support list, collection of petition signatures, etc., from City staff. City staff may, as private citizens within their constitutional rights, support political candidates, however all such activities must be done away from the workplace and be the will of the staff member. Photographs of uniformed City employees shall not be used in political ads.

Council/Commission/Board/Committee Members should refrain from soliciting personal business, i.e. services, patronage, etc. that are not offered to the general public, from staff.

**SECTION 4: ELECTED OFFICIALS AND COMMISSION/BOARD/COMMITTEE MEMBERS
CONDUCT TOWARDS THE PUBLIC**

In Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice, or disrespect are to be evident on the part of individual Council/Commission/Board/Committee Members toward an individual participating in a public forum. Every effort is to be made to be fair and impartial in listening to public testimony or input. All Council/Commission/Board/Committee Members are to demonstrate, both publicly and privately, their honesty and integrity, and to be an example of appropriate and ethical conduct. And, all Council/Commission/Board/Committee Members are to respect and appreciate the public's participation, input, and opinions.

A. Be Welcoming to Speakers and Treat Them with Care and Respect

For many citizens, speaking in front of a governing body is a new and difficult experience; under such circumstances, many are nervous. Council/Commission/Board/Committee Members are expected to treat citizens with care and respect. (See section 2 D.) All Council/Board/Commission/Committee Members are to commit full attention to the

speakers or any materials relevant to the topic at hand. Comments, when appropriate, and non-verbal expressions are to be respectful and professional.

B. Be Fair and Equitable in Allocating Public Hearing Time to Individual Speakers

The Mayor/Chair will determine and announce time limits on speakers at the start of the Public Hearing. Generally, each speaker will be allocated three minutes, with applicants, appellants, or their designated representatives allowed additional time. If a substantial number of speakers are anticipated, the Mayor/Chair may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

Each speaker may only speak once during a Public Hearing unless the Body requests additional clarification later in the process. After the close of the Public Hearing, no additional public testimony will be accepted unless the Body reopens the Public Hearing for a limited and specific purpose.

C. Ask for Clarification, but Avoid Debate and Argument with the Public

Only the Mayor/Chair (no other Council/Board/Commission/Committee Members), shall be allowed to interrupt a speaker during a presentation if needed to clarify, keep on topic, or similar. Council/Board/Commission/Committee Members may ask the Mayor/Chair to have the speaker repeat or clarify if there is an audio issue, hallway noise, or other similar matter. And, Council/Board/Commission/Committee Members may ask the Mayor/Chair for a point of order if the speaker is off the topic, exhibiting behavior or language that the Member finds disturbing or out of line, ~~or if~~ there are inaccurate statements made that the Member would like corrected, the Member shall be given consideration to state a correction to the Mayor/Chair but must not engage in any public debate. Member questions, regarding public input, to seek, clarify, or expand information are to be directed to the Mayor/Chair.

D. Follow Parliamentary Procedure in Conducting Public Meetings

The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Mayor, subject to the appeal of and to the Council, per Robert's Rules of Order.

Outside Public Meetings

A. Make No Promise or Statement on Behalf of the City or Common Council in an Unofficial Setting

Council/Commission/Board/Committee Members will frequently be asked to explain a Council/Commission/Board/Committee Action or to provide their opinion regarding an issue as they meet and talk with constituents in the community. It is appropriate to provide a brief overview of City Policy and to refer the constituents to City staff or the Mayor for further information. Overt or implicit promises of specific Council/Commission/Board/Committee Action or promises that City staff will take some specific action shall be refrained from.

All Council/Board/Commission/Committee Members must ensure that in expressing their own opinions, they do not mislead any listener into believing that their individual opinion is that of the entire Council/Commission/Board/Committee unless the Council/Commission/Board/Committee has taken a vote on that specific issue and the Member's opinion is the same as the result of the vote of the Body on the matter. Likewise, no Council/Commission/Board/Committee Member shall state in writing that Member's

position in a way that implies it is the position of the entire Body. A member has the right to state a personal opinion and has the right to indicate that he/she is stating such as a member of the Body but must always clarify that he/she is not speaking on behalf of the City or the Common Council/Commission/Board/Committee unless specifically authorized by that Council/Commission/Board/Committee to do so.

SECTION 5: ELECTED OFFICIALS AND COMMISSION/BOARD/COMMITTEE MEMBERS CONDUCT WITH OTHER GOVERNMENTAL PUBLIC AGENCIES AND OFFICES

Since Council/Board/Commission/Committee Members act as a single Body during official City Meetings, such members should curb individual communications with other agencies. ~~Any such interactions would simply be as a citizen, NOT as a Council/Commission/Board/Committee Member. Council/Commission/Board/Committee Members may state their office position with the City, but shall also state that the Member has not been authorized by the Council/Commission/Board/Committee and is not appearing or communicating with the agency on the specific subject matter(s) with Council/Commission/Board/Committee direction to do so (unless the Council/Commission/Board/Committee has so authorized and directed the Member to do so); Council/Commission/Board/Committee may then otherwise state the reason for appearing or communicating with the agency and/or office. Common Council Members may use their respective City email accounts to so communicate in addition to other methods of communication. Such restraint is not meant to impede the ability of an elected official from access to information on matters of public concern, projects within their respective districts or to undermine the function of government officials to become informed on a subject matter to be voted upon. Members shall identify themselves when communicating with other agencies by using their official position or title but shall not express or give the impression that the Member is appearing or communicating with such agency with Council/Commission/Board/Committee direction unless the Council/Commission/Board/Committee has authorized and directed the Member to do so; Council/Commission/Board/Committee Member may then otherwise state the reason for appearing or communicating with the agency and/or office. Council Members are allowed to use their respective City email accounts to communicate in addition to other methods of communication, as long as records are retained by the respective authors.~~

All Council/Board/Commission/Committee Members must remember that, at most times, they are perceived in public as a representative of the City and should act and speak with that responsibility in mind.

A. Be Clear about Representing the City or Personal Interests

If a Council/Commission/Board/Committee Member appears before another governmental agency or organization to provide a statement on an issue, the Member must clearly state whether his or her statement reflects a personal opinion or is the official position of the City.

All Council/Board/Commission/Committee Members must inform the applicable Body of their involvement in an outside organization if that organization is or may become involved in any issue within the City's jurisdiction. If an individual Council/Commission/Board/Committee Member publicly represents or speaks on behalf of another organization whose position differs from the City's official position on any issue, the Member must clearly communicate the organization upon whose behalf he/she is speaking and must withdraw from voting as a Council/Commission/Board/Committee Member upon any action that has

bearing upon the conflicting issue.

B. Representation of the City on Intergovernmental Commissions and Other Outside Entities

Council Members serving on Boards, Commissions, or Committees as a City Representative for outside entities or agencies shall properly communicate with all other Council Members on issues pertinent to the City.

C. Conflict of Interest

Council/Board/Commission/Committee Members are encouraged to request a Conflict of Interest Opinion from the City Attorney if unsure whether a personal conflict exists on specific matters.

D. Mayor's Role Representing the City

The Mayor is charged with representing the City, speaking on its behalf, and communicating with the Council regarding these matters when appropriate. When the Mayor is unavailable, authority is authorized to the Common Council President.

SECTION 6: ELECTED OFFICIALS CONDUCT WITH COMMISSIONS/BOARDS/COMMITTEES

A. Attendance at Commission/Board/Committee Meetings

Council Members may attend any City of Franklin Commission/Board/Committee Meeting which is open to the public, provided that all open meeting laws requirements are met, including but not limited to a Badke Notice which states, "Notice is hereby 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. Village Bd. of the Village of Greendale, 173 Wis. 2d 553, 494 N.W.2d 408 (1993), even though the Common Council will not take formal action at this meeting."

B. Assigned Commission/Board/Committee Duties

Council Members are assigned to Boards/Commissions/Committees to provide a line of communication between the specific Commission/Board/Committee and the Common Council. As such, Council Members are to fully participate in the activities and meetings of the Commission/Board/Committee.

Regular attendance at meetings and activities is expected.

Council Members, along with City staff, shall advise the Commissions/Boards/ Committees that they serve on regarding policies and procedures of the City, and proper conduct of meetings.

C. Be Respectful of Diverse and Opposing Opinions

A primary role of Commissions/Boards/Committees is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns, experience, and perspectives. Council Members must be fair and respectful to all citizens serving on Commissions/Boards/Committees without regard to their backgrounds, residence, and political views.

D. Closed Session Participation

Out of courtesy for the Commission/Board/Committee, Council Members not on such Commission/Board/Committee shall inform the Commission/Board/Committee Chair of their attendance in closed session in advance of attending such closed session whenever possible.

SECTION 7: ELECTED OFFICIALS AND COMMISSION/BOARD/COMMITTEE MEMBERS CONDUCT WITH THE MEDIA

A. Expression of Positions on Issue

When communicating with the media, all Council/Board/Commission/Committee Members must ~~clearly state~~ be clear that their comments are the official position of themselves alone, and not from the Council/Commission/Board/Committee unless specifically authorized by that Council/Commission/Board/Committee. Each Council/Board/Commission/Committee Member represents one vote of the total and until a vote on any issue is taken, Council/Board/Commission/Committee Members' positions are merely their own. Council/Board/Commission/Committee Members recognize that the Mayor, or his/her designee, is the only authorized voice for the City.

B. Discussions Regarding City Staff

Council/Commission/Board/Committee Members shall not discuss personnel issues or other matters regarding individual City staff in public or with the media. Any issues pertaining to City staff shall only be addressed directly to the Mayor or the Director of Administration.

SECTION 8: ENFORCEMENT OF THIS CODE OF CONDUCT

A. Filing of Complaints (Excluding Ethics, which is addressed in Section 9 and contains separate remedies)

Any person who believes a City Official has violated a requirement, prohibition or guideline set out herein may file a sworn complaint with the City Clerk identifying: (1) the complainant's name, address and contact information; (2) position of the City official who is the subject of the complaint; (3) the nature of the alleged violation, including the specific provision of Municipal Code, Policy, Rule allegedly violated, and (4) a statement of fact constituting the alleged violation and the dates on which, or period of time during which, the alleged violation occurred.

The person making the complaint shall provide the following with the complaint: (1) all documents or other materials in the complainant's possession that are relevant to the allegation, (2) a list of all documents or other materials relevant to the allegation that are available to the complainant but not in the complainant's possession, (3) a list of all other documents or other materials relevant to the allegation but unavailable to the complainant, including the location of the documents if known, and (4) a list of witnesses, what they may know, and information to contact those witnesses.

The complaint shall include an affidavit at the end of the complaint stating that the "information contained in the complaint is true and correct, or that the complainant has good reason to believe and does believe that the facts alleged are true and correct and that they constitute a violation of the Municipal Code, Policy, or Rule". If the complaint is based on information and belief, the complaint shall identify the basis of the information and belief, including all sources, contact information for those sources, and how and when

the information and/or belief was conveyed to the complainant by those sources The complainant shall swear to the facts by oath before a notary public, or before the City Clerk
A notary public or City Clerk shall verify the signature

If a complaint filing is determined to be complete by the City Clerk, the City Clerk shall forward the matter to the Mayor or the Mayor's Designee. If the complaint filing is determined incomplete, the City Clerk shall notify the complainant of the deficiency. If the complaint is filed against the Mayor, the City Clerk shall submit the complaint filing to the Council President to work with the appropriate parties to process the complaint appropriately on behalf of the City.

B Confidential Nature of Complaint

While complete confidentiality cannot be maintained, each complaint will be considered judiciously and as discreetly as possible, respecting both the complainant and the accused, throughout the investigation.

C Time for Filing

A complaint under this Code must be filed no later than sixty (60) days from the date of discovery of the alleged violation. However, anyone having information on which a complaint is based is encouraged to file the complaint as soon as the information is obtained so that immediate action may be taken by the Council, the appropriate staff member or agency. The delay in filing a complaint may be considered in determining the sanction to be imposed.

D False or Frivolous Complaints

A person who knowingly makes a false, misleading, or unsubstantiated statement in a complaint is subject to criminal prosecution for perjury and possible civil liability. If, after reviewing a complaint, it is determined that a sworn complaint is groundless and appears to have been filed in bad faith or for the purpose of harassment, or that intentionally false or malicious information has been provided, the subject shall be referred to the Chief of Police for referral to the District Attorney's Office for prosecution under penalty of perjury or as the District Attorney may determine. A City Official who seeks to take civil action regarding any such complaint shall do so at his or her expense.

E Complaint Procedure

(1) Investigation

If the complaint is complete, it will be investigated by the City through its representative which may be the City's Risk Provider, Outside Counsel, or other appropriate party acting as the Investigative Officer, in a reasonable period of time.

(2) Failure to Comply

All City Officials, whether elected and appointed, are required to cooperate with any such investigations. Failure to cooperate in an investigation, or making false statements, could subject the Official to sanctions or removal from office/position.

(3) Recommendations

At the conclusion of the investigation, the Investigating Officer, following deliberation in open or closed session, shall submit a report to the Council, including findings of

fact, conclusions of law, and a recommendation as to what action, if any, the Council should consider with respect to the individual charged. The Investigating Officer shall provide the complainant and the individual charged with a copy of the report. Either the complainant or the person charged may file an objection to the report and shall have the opportunity to present arguments supporting the objection to the Council.

(4) Council Action

The Council shall consider and take action on the recommendation of the Investigating Officer within sixty (60) days after the Investigating Officer provides its findings. Upon review of the report and following deliberation, if the Council, by motion, concludes that there is a violation of the Code, the Council may direct mediation or impose a sanction or penalty. The Council may adopt, reject, or modify the recommendation made by the Investigating Officer. In resolving the complaint, the totality of the circumstances shall be taken into consideration, including the intent of the person accused of the wrongdoing.

(5) Penalties and Sanctions Policy

It is the intent of the Council to educate and, when necessary, discipline City Officials who violate this Code. Discipline shall be progressive, from the least punitive to the most punitive measures, unless the Council believes that progressive discipline does not provide the appropriate sanction due to the gravity of the offense, or because the Council does not believe the sanction would deter future misconduct. In all instances, the totality of the circumstances shall be taken into consideration in resolving the matter, including the intent of the one accused of wrongdoing.

(6) Possible Penalties and Sanctions

- i An informal censure by the Council, which would only be made as part of a motion in a public meeting
- ii A formal censure by the Council, which would be made by motion in a public meeting and then published in the City newspaper
- iii Mandatory community service [Wis Stat § 62 11(3)(e)]
- iv Attendance at counseling or mediation sessions [Wis Stat. §62 11(3)(e)]
- v Imposition of a dollar fine of up to \$500.00 [Wis Stat §§ 62 11(3)(a) &(c)]
- vi Removal from Office [Wis Stat § 62 11]
- vii Discipline, up to and including termination (for Appointed Officials)
- viii Any other sanction available by law

The imposition of any of these penalties or sanctions will require an affirmative vote of $\frac{3}{4}$ of all Members of the Council (with six (6) voting Council Members, $\frac{3}{4}$ is calculated as $6 \times .75 = 4.5$, rounded up to 5 votes)

(7) Notice

The Mayor, or his/her designee, shall provide notice of the Council's decision to the person charged within ten (10) days of decision.

SECTION 9: ETHICS

The state ethics code applicable to local government officials is found in Wisconsin Statutes § 19 59. (This is affirmed by the CHARTER ORDINANCE change that was passed on March 1 2005. Ordinance 2005-1835 repealed the Code of Ethics of the Municipal Code and provided

for the filing of financial disclosure statements by elected officials candidates and other specified officials of the City) Many of the terms used therein are defined in Wisconsin Statutes § 19 42

The state ethics code establishes minimum standards of ethical conduct that prohibit local public officials from using their public office to benefit or enrich themselves, their immediate families, or organizations with which they are associated Local officials must understand these standards to avoid violations of the law Specifically, this code prohibits local public officials from engaging in the following conduct

- Using their office to obtain financial gain, any type of employment including consulting or similar roles, or anything of substantial value for the private benefit of themselves, their immediate families, or organizations with which they are associated
- Receiving “anything of value” if it could be reasonably expected to influence the local public official’s vote, official action or judgement, or could reasonably be considered as a reward for any official action or inaction
- Taking official action substantially affecting a matter in which the official, an immediate family member, or an organization with which the official is associated has a substantial financial interest or using his or her office in a way that produces or assists in the production of a substantial benefit for the official, an immediate family member, or an organization with which the official is associated
- Offering or providing influence in exchange for campaign contributions

An official who is uncertain about a potential conflict with this section may want to seek advice from the City Attorney

The state ethics code is enforced by the local district attorney (in Milwaukee County, this is Corporation Counsel) upon verified complaint of any person If the district attorney fails to commence an action within twenty (20) days after receiving such complaint or refuses to commence an action, the person making the complaint may petition the attorney general to act on it.

The ethics code provides civil and criminal penalties for violations A local official who intentionally violates any part of § 19 59, except § 19 59(1)(br), may be fined not less than \$100 nor more than \$5,000 or imprisoned not more than one year in the county jail or both In the alternative, a civil forfeiture of up to \$1,000 may be imposed against a local official for violating any part of the state ethics code Intentional violation of § 19 59(1)(br), offering or providing influence in exchange for campaign contributions, is a Class I felony

Acknowledgement Statement / Signature Required

By signing below, the Elected Official/Commission, Board, Committee Member/Appointed Official agrees to the principles and rules set forth in this document and will abide by them to the best of his/her abilities throughout his/her term of office/employment

Official Signature

Date

Official Printed Name

Office Held by Official

RULES OF THE COMMON COUNCIL
~~October 5, 2021~~ ~~July 19, 2022~~ August 2, 2022

These rules are established by the Common Council to promote consistency and orderly meetings of the Common Council. The rules will be reviewed periodically, as needed, and at the Organizational Meeting of each newly established Common Council.

These rules are established in conjunction with the ordinance authorized through the City of Franklin Municipal Code, Chapter 19 Council Proceedings. It is the intent of these rules to compliment, not replace, Municipal Code.

1) MEETINGS

- a. Regular and Special Meetings of the Common Council are held per the City of Franklin Municipal Code, §§ 19-1 A. – D., as attached hereto.
- b. In addition to the codified criteria for Special Meetings, per the City of Franklin Municipal Code, § 19-1 B., as attached hereto, a Special Meeting may be called with a minimum of 6 hours' notice for emergency business of the Common Council. The notice shall specify the time, place, and purpose of the meeting.

2) NOTIFICATION OF ABSENCE OF COUNCIL MEMBERS

- a. Any Council Member who is unable to attend a Council Meeting shall notify the Mayor or City Clerk in advance if he/she is unable to attend such meeting, except in the case of an emergency. If an emergency causes a Council Member to miss a Common Council Meeting, that Council Member shall notify the Mayor or City Clerk as soon as practicable. Members shall be recorded as 'present' or 'not present' on the official minutes.
- b. It shall be noted in the official meeting minutes if a Member enters a meeting after the meeting convenes, or leaves before the meeting adjourns.

3) SPECIAL RECOGNITION

- a. The City of Franklin will consider requests for moments of silence or other appropriate recognition at the beginning of Common Council Meetings that relate to persons or events of community-wide, state-wide, or national significance involving Franklin residents. All requests shall be made to the Mayor or presiding officer prior to the meeting and the Member making the request shall be recognized by the Mayor or presiding officer at the appropriate point within the agenda.

4) PRESIDING OFFICER TO MAINTAIN AND PRESERVE ORDER

- a. It shall be the duty of the Mayor or presiding officer to maintain and preserve order during Common Council Meetings, including: keeping the discussion of Council Members on track and relevant to the agenda items and preserving decorum; and if any Member transgresses the rules of the Common Council, the Mayor or presiding officer shall, on his or her own or at any Members' request, call such offending

Member to order. The Common Council, if appealed to, shall decide the matter by majority vote, per the City of Franklin Municipal Code, § 19-3 A, as attached hereto.

- b. When a question is pending, a Member is allowed to speak against the nature of likely consequences of the proposed measure in strong terms, but the Member must avoid personalities and under no circumstances shall the Member attack or question the motives of another Member or the entire Common Council.
- c. Points of Order may be used to draw attention to a breach in rules, an irregularity in procedure, the irrelevance or continued repetition of a speaker, the breaching of established practices, or contradiction of previous decision. The chair shall immediately acknowledge the Point of Order and rule on it. A Point of Order is non-debatable, however, may be overruled by a two-thirds vote of the Body. Points of Order which are recognized shall be recorded in the official minutes.

5) **RULES PERTAINING TO CONDUCT OF THE COUNCIL MEETING/MOTIONS/VOTING**

- a. **ORDER** - The most recent version of Roberts Rules of Order shall be used for conduct of City of Franklin meetings. The City Attorney shall be the Parliamentarian.
- b. **MOTIONS/VOTING** - Motions and voting shall occur per the City of Franklin Municipal Code, §§ 19-7 A. – G., as attached hereto.
- c. **MOTIONS** - When a motion is made and seconded, it shall be deemed to be in possession of the Common Council and shall be stated by the presiding officer.
- d. **WITHDRAWING MOTIONS** - Withdrawing motions shall occur per the City of Franklin Municipal Code, § 19-7 A., as attached hereto.
- e. **DIVISION OF QUESTION** - Any Member may call for a division of the question when the question is one that may be divided, per Robert's Rules of Order.
- f. **DEBATE**
 - i. In the debate, each Member has the right to speak and shall be offered the opportunity by the Mayor or presiding officer before a Member may speak a second, or subsequent, time.
 - ii. Members shall be succinct in their statements on an item and shall not dominate debate.
 - iii. Members shall at all times be aware the Council meetings are a place for debate of the item at hand and for decisions on that matter. Additional information requested by a Member should be addressed to the responsible Department Head prior to the Council meeting. Upon the request of a Common Council Member for any staff member to supply the Body such information as requested, the Member must first be recognized by the presiding officer for that person to speak. (This does not apply to deficiencies, the desire to have a project or task performed, having a special request for service, or any other directive for staff, as these matters are addressed in the Code of Conduct.)
 - iv. A Member who wishes to abstain must do so in accordance with the City of Franklin Municipal Code, § 19-7 D., as attached hereto, and announce the same at the start of debate due to a conflict or other basis upon which to abstain, or the point in time during the debate in which the Member

determines that he/she has a conflict with the matter, and consider leaving the room during the debate. Such abstention shall be included in the minutes. A Member who participates in debate, but does not voice that he/she is abstaining due to a conflict is discouraged from abstaining from voting.

- v. No officer, elected official or staff member may distribute, hold aloft, or place on the dais for public view information not previously available to the public, during or the day of a Common Council meeting.
- g. **CALLING THE QUESTION** - Any Member wishing to terminate the debate may move the previous question as detailed in the City of Franklin Municipal Code, § 19-7 C., as attached hereto, per Robert's Rules of Order.
- h. **MOTIONS TO TABLE ~~SHALL~~ SHOULD INCLUDE DATE OR TIME FRAME FOR ACTION** - Motions to table shall include a specific date to be returned to the Council or shall require return to the Council upon a specific occurrence within a specified time frame. Except for matters which may be approved by operation of law if not acted upon by Council, if the occurrence shall not happen within the specified time frame, the City Clerk shall notify the Council at the end of the time frame that the matter shall not be brought forward and make appropriate notation to the minutes of the meeting during which the matter was laid over. Upon notice of non-action by the City Clerk, any Council Member may request that the matter be placed upon the next Council agenda for report or official action.
- i. **VOTE CHANGE** - A Member shall only be permitted to change his/her vote up until the point all votes are in and the Mayor reports the results of the vote.
- j. **MOTION TO RECESS** - Any Member or the chair may move to recess at any point during the meeting with a majority vote with a stated time for such recess to reconvene.
- k. **MOTION TO ADJOURN** - A motion to adjourn shall always be in order unless the Common Council is engaged in voting, and shall be decided pursuant to Robert's Rules of Order.
- l. **RECONSIDERATION** - Reconsiderations are allowed through the process included in the City of Franklin Municipal Code, § 19-7 F., as attached hereto.
- m. **USE OF UNANIMOUS CONSENT** - Unanimous Consent shall only be used for termination of debate, motions to adjourn, motions to recess and for elections for Common Council President or Temporary Chair when there shall be only one Member put forward for election.
- n. **BREAKING TIES – BREAKING TIES** – Per Wisconsin State Statutes § 62.11 (1) , the Mayor shall not be counted in determining whether a quorum is present at a meeting, but may vote in case of a tie. When the Mayor does vote in case of a tie the Mayor's vote shall be counted in determining whether a sufficient number of the Council has voted favorably or unfavorably on any measure. The foregoing Mayoral vote, only in case of a tie, is not applicable when the Mayor is serving as the Presiding Officer of other City Boards/Commissions/Committees, during which the Mayor can (but is not obligated) to vote whenever his/her vote will affect the result – that is, he/she can vote either to break or to cause a tie; or, in a case where a two-thirds vote is required, he/she can vote either to cause or to block the attainment of the necessary two-thirds vote.

When the Council President is fulfilling the role of the Presiding Officer at a Common Council Meeting, he/she may exercise, at his or her option, the voting rights of an Alderman or may choose not to vote and instead act as the Mayor to cast a tie-breaking vote. In this circumstance, the Council President should announce whether he/she is acting as Mayor or Alderman on each proposal to be voted upon.

6) ATTIRE, PROXY, AND ELECTRONIC COMMUNICATIONS AND DEVICES

- a. **ATTIRE** - Common Council Meetings are to conduct official business of the City of Franklin, therefore, business casual attire or better is expected out of respect for our constituents and the Body. Except for the City's logo, business casual attire does not include apparel with advertising or logos of specific businesses, hats, shorts, flip flops, clogs, or similar. However, the Council may designate certain meetings to allow for clothing to support specific events.
- b. **PROXY** - No Member shall be allowed to vote by proxy.
- c. **ELECTRONIC DEVICES** - Respect for each other, constituents, and those appearing before the Council and Commissions/Boards/Committees is paramount, and full attention to the matters before the Body is the purpose of the meetings. The use of electronic devices to communicate regarding City business during meetings is prohibited since it presents an opportunity for violation of open meetings and open records laws. Personal use of electronic devices is strongly discouraged and is to be reserved only for emergency situations. However, it is acknowledged that occasional use of electronic devices occurs for business purposes within the context of meetings, and is acceptable.

7) CONFIDENTIAL INFORMATION

Common Council Members are frequently provided information that is confidential. The information could be relating to personnel matters, which is the responsibility of the Mayor; development matters; legal matters; or other information.

Holding confidential information private, when appropriate, is a foundation of trust that is very difficult to earn and easy to lose. Losing trust forever impairs a Council Member from doing his/her job in representing their constituents.

- a. No official may use or disclose confidential information, including knowledge imparted orally, recordings, and written documents or records, concerning the property, government or affairs of the City gained in the course of or by reason of such official position or activities unless the release is ordered by a court or the informed consent of the subject, as applicable; or authorized by the legal custodian or other proper legal authorization is given. This includes confidential information received in a Closed Session of the governmental Body
- b. Inappropriate disclosure of such confidential information may subject the official to penalties, including a fine or public censure. Other potential consequences for violating this restriction is criminal prosecution under §946.12, Wisconsin State Statutes, misconduct in public office, or removal from office under Chapter 17 of the Wisconsin State Statutes for cause

Any questions regarding confidential information, its' restrictions, and any release of confidential information should be privately addressed with the City Attorney.

8) GENERAL RULES OF DECORUM

No person shall personally attack a Council Member, city official, city employee or any other person. For purposes of this section, personal attacks shall include comments directed at a particular person or persons which pertain to any matter that is unrelated to the performance of official duties or the conduct of city business, are threatening, slanderous, defamatory or obscene or are of such a nature that the comments disrupt the meeting or cause a disturbance.

No person shall make irrelevant, unduly repetitious, offensive, threatening, slanderous, defamatory, or obscene remarks or act in such a manner as to disrupt or disturb the orderly conduct of any meeting, including handclapping, stomping of feet, whistling, shouting or other demonstrations.

Any person violating this provision shall be called to order by the Mayor or presiding officer. If the conduct continues, the Mayor or presiding officer may order the person, other than a Body Member, removed and the Council may make a finding of fact whether such behavior was outside the scope and content of the Council rules and, if applicable, whether the behavior was of a character to cause a breach of the peace.

9) SOCIAL MEDIA

Social media presence by those officials covered under this code is to be informative in nature and positively reflect on the community and City staff, and promote local activities. All officials shall avoid expressing opinions or bias regarding City business or issues that may come before the Council/Commission/Board/Committee when it may be construed that they are acting on behalf of the City.

In the use of social media, all officials are to abide by the following:

- Refrain from making belligerent, impertinent, slanderous, threatening, abusive, or personally disparaging comments;
- Ensure that they do not participate in discrimination or harassment, even if the identified behavior is not targeting a protected class, consisting of unwelcome conduct, sexual or otherwise, whether verbal, physical, or visual. Harassing conduct includes, but is not limited to: slurs or negative stereotyping; bullying, threatening, intimidating or other hostile acts; degrading jokes and display or circulation of graphic material that degrades or shows hostility; and physical touching;
- Shall never demean or personally attack an employee regarding the employee's job performance in public; and
- Are to demonstrate their honesty and integrity, and to be an example of appropriate and ethical conduct.

10) RULES PERTAINING TO INDIVIDUALS ADDRESSING THE COUNCIL DURING A CITIZEN COMMENT PERIOD (NOT APPLICABLE FOR PUBLIC HEARINGS)

- a. Citizen comments shall be conducted per the City of Franklin Municipal Code, § 19-2 B., as attached hereto, allowing any person to address the Common Council.

- b. No person shall personally attack a Council Member, City Official, City Employee or any other person. For purposes of this section, personal attacks shall include comments directed at a particular person or persons which pertain to any matter that is unrelated to the performance of official duties or the conduct of city business, are threatening, slanderous, defamatory or obscene or are of such a nature that the comments disrupt the meeting or cause a disturbance.
- c. Questions posed by the speaker may be answered by the Mayor or presiding officer, or referred to city staff for a future reply in a timely manner. Council Members will refrain from commenting or attempting to answer questions during Citizen Comment Period unless authorized by the Mayor.
- d. Statements must not include endorsements of any candidates or other electioneering; but if a citizen speaking is a candidate for office, he/she must identify him/herself as such.
- e. Speakers shall refrain from presenting unduly repetitious, offensive, threatening, slanderous, defamatory, or obscene remarks or act in such a manner as to disrupt or disturb the orderly conduct of any meeting.
- f. Statements made by the public during Citizen Comment Period orally or in writing become part of the meeting record via audio recording or paper statements but will not be included in the official minutes or postings of the meeting.
- g. Written statements provided to the Common Council regarding an agenda item or as a citizen comment must be received by the Clerk's office at least 24 hours prior to the start of the Common Council Meeting. Such comments will be provided to the Council and appropriate staff but will not be read out loud at the meeting.

11) RULES PERTAINING TO THE TIMING OF SUBMISSIONS FOR INCLUSION ON THE COUNCIL AGENDA AND INFORMATION REQUESTED FOR MEETINGS

- a. Agenda items for submittal must follow the City of Franklin Municipal Code, § 19-2 A., as attached hereto.

Council Members should keep in mind that additional time may be needed to work with staff to convert items into resolution or ordinance form or provide clarifications as necessary; and that items submitted at the last minute may need to be delayed until the following regular Council meeting.

Should a requested agenda item not be placed on an agenda as submitted it shall be automatically placed on the next scheduled agenda unless withdrawn by the submitter. Items for reconsideration and other timely procedural matters for which the time limit or existence limit would otherwise expire if not addressed at the subject meetings shall not be subject to delay. The Council Action Sheet for that item shall contain a statement by the Mayor as to the reason for the delay.

- b. Council Members shall work with the Mayor or his designee to obtain any additional information needed prior to the Common Council meeting.

12) RULES PERTAINING TO STAFF/APPLICANT PRESENTATIONS

The Mayor or presiding officer may call appropriate staff or outside party to present additional information on any agenda item to the Common Council without notice or

restriction on time.

13) CLOSED SESSION

Closed Sessions are the legal opportunity for the Common Council to discuss matters that, if done in an open meeting, would potentially debilitate or negatively impact persons and/or matters otherwise protected by privileged and confidentiality provisions under the law, the closed session being held in the interest of such persons and/or matters and in the interest of the public. Wisconsin Statutes, § 19.85, provides the only reasons a common council may enter closed session.

The Common Council must recognize the confidential nature of discussions held in Closed Session and understand the importance of confidentiality of ALL conversations and information discussed and/or distributed in a Closed Session.

Disclosing any of this information inappropriately, or prematurely in some cases, not only will potentially harm the City, but it will forever break any trust between the person disclosing the information and everyone else who participated in the Closed Session. Regaining that trust may not be possible and may have ramifications for the discloser far past the subject of one particular Closed Session.

Violating Closed Session confidentiality exposes the Common Council Member to potential legal action as well as sanctions as outlined in Wisconsin State Statutes, City of Franklin Ordinances, and the Code of Conduct.

As a practice, only parties with direct information on a Closed Session matter in support of the City, will be included in any Closed Session. The Mayor will make the decision on attendance, other than the Members. The Common Council may, on motion and second of Members, vote to include a participant while still in open session.

All personal electronic devices are prohibited while in Closed Session.

Documents and information distributed while in Closed Session should be returned to the distributing party unless the distributing party releases the information or the receiving party is able to guarantee confidentiality of such documents and information. That information remains confidential until Council action, and in some cases indefinitely.

14) COUNCIL APPOINTMENT OF A COUNCIL MEMBER DUE TO THE VACATION OF A COUNCIL SEAT BETWEEN ELECTIONS


Per Wisconsin State Statutes, § 17.23, vacancies in offices of mayor or alderperson of cities operating under the general law or special charter may be filled by the common council, by majority vote, appointing a successor to serve for the residue of the unexpired term or until a special election is held, as ordered by the common council under § 8.50, or an office may remain vacant until an election is held. Also, per § 19.88, (1) Unless otherwise specifically provided by statute, no secret ballot may be utilized to determine any election or other decision of a governmental body except the election of the officers of such body in any meeting.

In accordance with Wisconsin State Statutes, § 17.23 & § 19.88, the City of Franklin has utilized the following process to fill Council vacancies: (1) Issue and publish an Official

Notice to Residents of the vacancy and accept letters of interest; (2) Invite all interested parties to a meeting of the Common Council to make a presentation to the Common Council; and (3) The Common Council appoints by majority vote. The appointment is complete once the result of a sufficient vote is ascertained and announced, and no resolution declaring that person to be appointed is necessary. Once appointed, the governing body may not rescind its vote or reconsider its actions and elect another person. This process may be altered in the future when Council determines that it wishes to fill a vacated Council seat through an appointment process.

15) AMENDMENT AND SUSPENSION OF RULES

- a. REVIEW OF THESE RULES** - These Rules will be reviewed periodically, but not less than at the installation of each new Council.
- b. AMENDMENT OF THESE RULES** - These Rules may be amended, and/or new rules adopted upon proper notice by a majority of all Members at any meeting of the Common Council.
- c. SUSPENSION OF THE RULES** - A vote of two-thirds of the Members present will suspend any Rule of the Council.

<p style="text-align: center;">APPROVAL</p> 	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 8/2/2022</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">City of Franklin's Community Development Block Grant Program Projects for 2023</p>	<p style="text-align: center;">ITEM NUMBER G.9.</p>

Per Milwaukee County, the timeline for the 2023 Community Development Block Grant (CDBG) applications is as follows:

July 25-August 2, 2022: 2023 CDBG Training Sessions for Applicants with one training being required per applicant. This requirement has already been met by Department of Administration staff.

July 29, 2022: 2023 CDBG application available online.

August 26, 2022: CDBG applications due to Milwaukee County Housing by 4 p.m.

December 2022: This is the timeframe tentatively set forth in which 2023 applications are presented to the Milwaukee County Economic & Community Development Committee.

2022 CDBG PROJECT ALLOCATIONS

For its 2022 CDBG allocations, the City of Franklin issued a letter of support in the amount of \$5,000 to Eras Senior Network, Inc. for their Faith in Action Milwaukee County Program; a letter of support in the amount of \$3,000 to Oak Creek Salvation Army for its Homelessness Program; applied and received notice of award in the amount of \$5,000 for the Senior Community Health Educational Program (Health Department); and applied and received notice of award in the amount of \$42,000 for the 2022 Franklin Home Repair Grant Program.

2023 CDBG APPLICATION IDEAS

As a refresher, the Milwaukee County CDBG program has tightened their program parameters to ensure that no more than 15% of project dollars go towards Public Service projects, social service type programs, not involving construction per the federal requirements. Per federal law, the focus of the CDBG program is for construction related projects. Note that the County considers those projects that receive a letter of support as using a portion of Franklin's allocation.

The size of Franklin's allocation limits its reasonable application for major construction projects, which is the primary intent of the Federal CDBG program. Efforts to generate public input and ideas in recent years have not been very successful largely in part to the limitations of the funds in relation to Franklin's demographic makeup. Our current allocation strategy supports beneficial services and can be very helpful in maintaining a small portion of the City's older housing stock through the Franklin Home Repair Grant Program, while targeting CDBG-eligible participants.

For 2023, staff recommends continuing to fund the current Public Service Projects as follows: (1) The Senior Health-Related Educational Programming by the Franklin Health Department in the amount of \$5,000; (2) the letter of support for the Oak Creek Salvation Army – Homelessness Program in the amount of \$3,000; and (3) the letter of support for the Eras Senior Network Faith in Action Milwaukee County Program in the amount of \$5,000. If the Common Council agrees, the City will forward letters of support to Eras Senior Network, Inc. and the Oak Creek Salvation Army, and those agencies will then proceed to prepare and submit the necessary 2023 application to Milwaukee County. Both agencies have confirmed that they will again be applying for 2023 Milwaukee County CDBG funding and greatly thank the City for their continued support for their

crucial programs. Note that it is possible that the County could reduce the total of available funds for Franklin Public Service projects to approximately \$7,500-\$9,000, which is 15% of a typical allocation between \$50,000-\$60,000.

Also for 2023, staff recommends that the City once again apply for funding towards a "Franklin Home Repair Grant Program" as it had applied for and was awarded funding for the years 2018 through 2022. The current 3-year Cooperation Agreement with the County includes language that allows a community to submit proposed projects for funding "and/or have all or some of its allotment for that year applied to the Home Repair Program". The Milwaukee County Home Repair Program is administered directly through Milwaukee County and provides grants to low-income owner-occupants of single-family homes to make necessary repairs to their homes. Typical repairs include making accessibility accommodations, repairing electrical systems, water/sewer service, and/or porches; replacing roofs, siding, trim, and/or windows. The application for the Home Repair Grant Program is set up to help as many income-eligible, single-family homeowners in Franklin as possible – with grants being up to one-half the project cost, no greater than \$10,000. This \$10,000 amount is flexible and can be modified, increased or decreased) by Milwaukee County depending on how many income-eligible applications are received and the amount of the repairs.

The Franklin Home Repair Grant Program has been doing fairly well. Per Milwaukee County, after 6 home repair projects are completed this summer, each receiving \$10,000 from the Franklin Home Repair Grant, approximately \$3,000 will be remaining from the total 2018-2021 Franklin Home Repair Grant Funds. Applications for use of the 2022 Franklin Home Repair Grant funding of \$42,000 are not able to be processed until the funds are received from HUD, which should be within the next couple of months if approved. Once funding is received, applications can then be processed using the 2022 Franklin Home Repair Grant funds.

Staff recommends completing and submitting final 2023 Milwaukee County CDBG applications by the deadline date of August 26, 2022 for the following City of Franklin projects and amounts:

2023 Recommended Franklin CDBG Applications:	Amount:
Senior Health-Related Educational Programming (Health Department)	\$5,000
Eras Senior Network Faith in Action Milwaukee Co. Program (Letter of Support-\$5,000)	5,000
Oak Creek Salvation Army—Homelessness (Letter of Support-\$3,000)	3,000
Franklin Home Repair Grant Program (Remaining amount)	<u>42,000</u>
Total 2023 Franklin Application Submittal	\$55,000

NOTE: A public hearing by the City of Franklin is not required as the Milwaukee County Board schedules/holds a public hearing on all project recommendations.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration to submit Letters of Support for the Eras Senior Network, Inc. Faith in Action Milwaukee County Program for \$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 \$42,000, by the deadline date of August 26, 2022.

<p>APPROVAL</p> <p><i>JW</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>August 2, 2022</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p><i>FF&E, LLC v. City of Franklin Board of Review, Milwaukee County Circuit Case No. 20-CV-6955. 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 reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	<p>ITEM NUMBER</p> <p>G.10.</p>

COUNCIL ACTION REQUESTED

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 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>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;">8/2/2022</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(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.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.11.</p>

COUNCIL ACTION REQUESTED

A motion to 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.

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>8/2/2022</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Potential Acquisition of Property for Public Park Recommendations Purposes in the General Southwest Area of the City of Franklin. The Common Council may enter closed session pursuant to Wis. Stats. §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 re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p>ITEM NUMBER</p> <p>G.12.</p>
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>The Common Council may enter closed session pursuant to Wis. Stats. §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 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 <i>Stw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/02/2022
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LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.
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See attached listing from meeting of August 2, 2022.

COUNCIL ACTION REQUESTED

As recommended by the License Committee.




414-425-7500

**License Committee
Agenda*
Alderman Room
August 2, 2022 – 5:45 p.m.**

1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
License Applications Reviewed		Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 5:50 p.m.	Luxe Golf Bays – Grand Opening Fireworks Display Person in Charge: Paul Cimoch Location: 7065 S. Ballpark Dr. Date of Event: Friday, August 19, 2022			
Operator 2022-2023 New	Erwin, Catherine L The Rock Sports Complex/Luxe Golf			
Operator 2022-2023 New	Grabarczyk, Gloria J Franklin Lioness Club/St Martin’s Fair			
Operator 2022-2023 New	Keefer, Kenneth M Knights of Columbus/St Martin’s Fair			
Operator 2022-2023 New	Lynch, William F The Rock Sports Complex			
Operator 2022-2023 New	Obarski, Jena L Walgreens #05459			
Operator 2022-2023 New	Safranek, Lindsay Franklin Lioness Club/St Martin’s Fair			
Operator 2022-2023 New	Sinda, Susan M The Landmark			
Operator 2022-2023 New	Tarkowski, Jeffrey R The Rock Sports Complex/Luxe Golf			

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/02/2022
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated July 15, 2022 through August 1, 2022, Nos 188816 through Nos 188988 in the amount of \$ 958,020 34 Also included in this listing are EFT's Nos 5024 through Nos 5039, Library vouchers totaling \$ 35,660 35 and Water Utility vouchers totaling \$ 24,296 66 Voided checks in the amount of (\$ 458 00) are separately listed

Early release disbursements dated July 15, 2022 through July 28, 2022 in the amount of \$ 633,070 56 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 temporary investments, EFT No 431 dated July 15, 2022 through August 1, 2022, in the amount of \$ 8,000,000 00 These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

The net payroll dated July 29, 2022 is \$ 461,887 86, previously estimated at \$ 435,000 Payroll deductions dated July 29, 2022 are \$ 432,761 81, previously estimated at \$ 540,000

The estimated payroll for August 12, 2022 is \$ 410,000 with estimated deductions and matching payments of \$ 218,000

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of August 1, 2022 in the amount of \$ 958,020 34 and
- Property Tax temporary investments with an ending date of August 1, 2022 in the amount of \$ 8,000,000 00 and
- Payroll dated July 29, 2022 in the amount of \$ 461,887 86 and payments of the various payroll deductions in the amount of \$ 432,761 81, plus City matching payments and
- Estimated payroll dated August 12, 2022 in the amount of \$ 410,000 and payments of the various payroll deductions in the amount of \$ 218,000, plus City matching payments

ROLL CALL VOTE NEEDED