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CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, OCTOBER 19, 2021 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes: Approval of Minutes of the Regular Common Council Meeting of October 5, 2021.
- D. Hearings.
- E. Organizational Business.
Mayoral appointment of Craig T. Paulson, 6036 W. Beacon Hill Place, Aldermanic District 5, to the Finance Committee for an unexpired 1-year term expiring 4/30/2022.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. State of the Franklin Public Library Annual Report for 2020-2021.
 - 2. Concept Review for a Mixed-Use Development Located at 9661, 9745, and 9821 W. Loomis Road, 9710, 9760, and 9824 W. St. Martins Road and 9530 W. Puetz Road, (9760 W. St. Martins Road) (United Financial Group, Inc., Applicant).
 - 3. A Resolution to Accept Pedestrian Access and Bicycle Path Easement on Lot 84 (TKN 891-1084-000) and Accept Donation of Outlot 3 (TKN 891-1087-000) from Loomis & Ryan, Inc. in Ryan Meadows Subdivision Along West Chicory Street.
 - 4. A Resolution Conditionally Approving a 2 Lot and 1 Outlot Certified Survey Map, Being Part of the Northwest 1/4 and Part of the Northeast 1/4 of the Northeast 1/4 of Section 36, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin (HSA Commercial, Inc., D/B/A HSA Commercial Real Estate, Applicant) (Generally at West Oakwood Road and South 27th Street).
 - 5. A Resolution Authorizing Certain Officials to Accept a Storm Drainage Easement for Pleasant View Reserve Subdivision at Approximately South 51st Street and West Marquette Avenue.
 - 6. A Resolution Authorizing Certain Officials to Accept a Pedestrian Access and Bicycle Path Easement in Pleasant View Reserve Subdivision at Approximately South 51st Street and West Marquette Avenue.
 - 7. An Ordinance to Amend Ordinance 2020-2453, an Ordinance Adopting the 2021 Annual Budgets for the General Fund to Provide \$8,000 of Appropriations for Economic Development Activities.
 - 8. Property Assessment Services Contract Status and Potential Future Agreements.

Common Council Meeting Agenda

October 19, 2021

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9. Results of the Department of Public Works Sale of Surplus Equipment.
10. Finance Committee Recommended Changes to the 2022 Mayor’s Recommended Budget.
11. A Resolution to Amend Resolution No. 2013-6861, A Resolution Reaffirming, Updating and Modernizing the City’s Code Enforcement Policies, to Provide that the Identity and Any Personal Identification Information of Any Complainant on a Complaint Form Submitted to the City May be Released, Upon a Records Request Therefore Upon a Review by the Records Custodian Pursuant to the Wisconsin Open Records Law.
12. Recommendation for the Remainder of the 2022 Employee Benefit-Related Coverages, Carriers, and Premium Shares, Including: Health Insurance, Wellness, Health and Wellness Supplementary Programs, and Dental Insurance.
13. Public water service public improvements projects to serve Neumann Developments, Inc. proposed subdivisions, a water main extension from approximately 9132 South 92nd Street to approximately 11111 West Ryan Road to serve an 87-lot single-family residential subdivision to be located at 9732 West Ryan Road (TKN 887-9998-000), and a water main extension from approximately 11533 West Ryan Road to approximately 12200 West Ryan Road to serve a 183-lot single-family residential subdivision to be located at 12200 West Ryan Road (TKN 890-9991-001), and subdivision development agreements in relation thereto. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to public water service public improvements projects to serve Neumann Developments, Inc. proposed subdivisions and subdivision development agreements in relation thereto, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
14. Litigation Matter Franklin Community Advocates, et al v. City of Franklin, and Strauss Brands, LLC, Milwaukee County Circuit Court Case No. 20-CV-7031, which litigation matter is in process and pending at this time, 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.

H. Bills.

Request for Approval of Vouchers and Payroll.

I. 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:

October 21	Plan Commission Meeting	7:00 p.m.
October 31	Trick of Treat	4:00-7:00 p.m.
November 2	Common Council Meeting	6:30 p.m.
November 4	Plan Commission Meeting	7:00 p.m.

Technology Commission:

- (7) Michelle Tischer, 11385 W. Rawson Ave., Ald. Dist. 2, for a 3 year unexpired term expiring 04/30/24.

Seconded by Alderman Mayer. On roll call, all voted aye. Motion carried.

- RES. 2021-7782
CSM
10757 S. 92ND ST.
DOROTHY BOSCH
COMMON TRUST
- G.1. Alderman Nelson moved to adopt Resolution No. 2021-7782, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (DOROTHY BOSCH COMMON TRUST, APPLICANT) (AT 10757 SOUTH 92ND STREET). Seconded by Alderman Mayer. All voted Aye; motion carried.
- ORD. 2021-2481
AMEND §15-3.0430,
PPD NO. 25
WOODLAND TRAILS
CONDOS FAÇADE
CHANGES
- G.2. Alderwoman Hanneman moved to adopt Ordinance No. 2021-2481, AN ORDINANCE TO AMEND §15-3.0430 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 25 (WOODLAND TRAILS CONDOMINIUMS-BURKE PROPERTIES) TO ALLOW FOR FAÇADE CHANGES WITHIN THE WOODLAND TRAILS CONDOMINIUMS COMPLEX (WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC., APPLICANT) (9301, 9325, 9337, 9363, 9375, 9399 AND 9411 COBBLESTONE WAY). Seconded by Alderman Barber. All voted Aye; motion carried.
- RES. 2021-7783
AMEND RES. NO.
2019-7522 AND QUIT
CLAIM DEED FOR
RIGHT-OF-WAY FOR
VELO VILLAGE
APTS.
- G.3. Alderman Holpfer moved to adopt Resolution No. 2021-7783, A RESOLUTION TO AMEND RESOLUTION NO. 2019-7522 AND QUIT CLAIM DEED FOR DEDICATION AND ACCEPTANCE OF RIGHT-OF-WAY FOR VELO VILLAGE APARTMENTS, LLC FOR PUBLIC ROAD/RIGHT-OF-WAY PURPOSES (TAX KEY NO. 754-9002-000). Seconded by Alderman Barber. All voted Aye; motion carried.
- POLICE OFFICER
HIRING
- G.4. Alderman Mayer moved to authorize the hiring of a Police Officer or Recruit Officer that is currently filled by an officer on unpaid administrative leave. Seconded by Alderman Barber. All voted Aye; motion carried.
- FIRE INSPECTOR
POSITION AND ICA
AGREEMENT WITH
OAK CREEK
- G.5. Alderwoman Hanneman moved to approve to reclassify and fill a previously approved half-time Fire Inspector position as a full-time position, shared with the Oak Creek Fire Department and execute an Intergovernmental Cooperation Agreement (ICA) with the City of Oak Creek. Seconded by Alderman Mayer. All voted Aye; motion carried.

- CONTRACT WITH
MAXIM LOCUM
TENENS &
ADVANCED
PRACTITIONERS
- G.6. Alderman Barber moved to authorize the Director of Health and Human Services to allow a contract with Maxim Locum Tenens and Advanced Practitioners for temporary staff position of an Epidemiologist. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- CONTRACTS FOR
COVID-19
MITIGATION
- G.7. Alderman Barber moved to allow the Director of Health and Human Services to accept and sign the Division of Public Health Consolidated Contracts for Continued COVID-19 Mitigation and Recovery Efforts. Seconded by Alderman Mayer. All voted Aye; motion carried.
- RES. 2021-7784
FENCE WITHIN 10-FT
STORM SEWER
EASEMENT
4818 W. ANITA LN.
- G.8. Alderman Barber moved to adopt Resolution No. 2021-7784, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 10-FOOT STORM SEWER EASEMENT, UPON LOT 101 OF HIGH VIEW ESTATES ADDITION NO 2 (4818 W. ANITA LANE) (TAX KEY NO. 834-0074-000) (RATTAN SONI AND AMITA SONI, APPLICANTS). Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- RES. 2021-7785
STATE/MUNI
FINANCIAL &
MAINTENANCE
AGREEMENTS FOR
WI DOT PROJECT ON
S. LOVERS LANE RD.
- G.9. Alderman Holpfer moved to adopt Resolution No. 2021-7785, A RESOLUTION TO EXECUTE STATE/MUNICIPAL FINANCIAL AGREEMENT AND A STATE/MUNICIPAL MAINTENANCE AGREEMENT FOR IMPROVEMENTS RELATED TO A WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ON S. LOVERS LANE RD (USH 45 / STH 100) FROM W. RAWSON AVENUE (CTH BB) TO W. COLLEGE AVENUE IN THE AMOUNT OF \$188,330. Seconded by Alderman Mayer. All voted Aye; motion carried.
- SPECIFICATIONS
WITH INDUSTRIAL
ROOFING SERVICES
WORK ORDER
- G.10. Alderman Barber moved to authorize an Annual Maintenance Repair Specifications Work Order with regard to City of Franklin facilities and associated infrastructure, with Industrial Roofing Services, Inc. (IRS) and to authorize the Director of Administration to execute the appropriate related agreement as needed. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- ORD. 2021-2482
AMEND ORD. NO.
2020-2453 FOR
CAPITAL OUTLAY
FUND FOR UDO
REWRITE PROJECT
- G.11. Alderman Nelson moved to adopt Ordinance No. 2021-2482, AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO PROVIDE \$7,190 OF APPROPRIATIONS FOR THE UPDATE OF THE UNIFIED DEVELOPMENT ORDINANCE REWRITE PROJECT. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

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| RES. NO. 2021-7786
SIGNATURES FOR
CHECKS AND
ORDERS | G.12. | Alderman Barber moved to adopt Resolution No. 2021-7786, A RESOLUTION DESIGNATING SIGNATURES FOR CHECKS AND ORDERS PURSUANT TO WI STATE § 66.0607. Seconded by Alderman Holpfer. All voted Aye; motion carried. |
| AUGUST 2021
FINANCIAL REPORT | G.13. | Alderman Nelson moved to receive and place on file the August 2021 Financial Report. Seconded by Alderwoman Hanneman. All voted Aye; motion carried. |
| 2022 EMPLOYEE
BENEFIT-RELATED
COVERAGES | G.14. | Alderman Barber moved to approve the 2022 employee benefit-related coverages, carriers and premium shares, including: health insurance, wellness, health and wellness supplementary programs and dental insurance; and authorize the Director of Administration to execute the appropriate related contracts. Seconded by Alderman Holpfer. All voted Aye; motion carried. |
| RES. NO. 2021-7787
CODE OF CONDUCT
FOR ELECTED AND
APPOINTED
OFFICIALS | G.15. | <p>Upon recommendation of the Committee of the Whole, Alderman Barber moved to adopt Resolution No. 2021-7787, A RESOLUTION ADOPTING THE CITY OF FRANKLIN CODE OF CONDUCT FOR ELECTED AND APPOINTED OFFICIALS AND THE RULES OF THE COMMON COUNCIL, and include these documents in the newly created Common Council Reference Manual with the following changes from what was included in the 10/04/2021 meeting packet:</p> <ol style="list-style-type: none">1) Draft Code of Conduct: Change the title from the existing “City of Franklin Code of Conduct” to “City of Franklin Code of Conduct and Ethics”.2) Draft Code of Conduct: Add “Section 9: Ethics” to the City of Franklin Code of Conduct and Ethics and move the entire contents of the current Attachment A (Ethics Section) into the newly established Section 9.3) Draft Rules of the Common Council: Change Section 14, the first sentence of paragraph two from “The City of Franklin utilizes the following process to fill a Council vacancy” to “The City of Franklin has utilized the following process to fill Council vacancies”.4) Draft Rules of the Common Council: Change Section 14, the last sentence from “This process is utilized when Council determines that it wishes to fill a vacated Council seat through an appointment process.” to “This process may be altered in the future when Council determines that it wishes to fill a vacated Council seat through an appointment process.”5) Draft Rules of the Common Council: Change Section 5 n. from, “The Presiding Officer 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.”, to “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.”

Seconded by Alderwoman Hanneman. All voted Aye; motion carried. (Vote recorded as unanimous).

LICENSES AND PERMITS

H. Alderman Nelson moved to approve the following:

Grant 2021-2022 Operator License to: Juan Villa with a warning letter from the City Clerk, Joshua Bishop, Erik Bogust, Elizabeth Granrath, Ivana Peric, McKenna Surma, Katiana Valle; and

Grant 2021-2022 “Class A” Beer & Liquor Change of Agent to: Walgreen Co, Elaine Blumreiter; Nerankar, LLC, Vinder Kumar.

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

VOUCHERS AND PAYROLL

I. Alderman Barber moved to approve the following: City vouchers with an ending date of October 1, 2021 in the amount of \$966,983.97; Payroll dated September 24, 2021 in the amount of \$439,133.78 and payments of the various payroll deductions in the amount of \$471,844.09 plus City matching payments; Estimated payroll dated October 8, 2021 in the amount of \$410,000 and payments of the

various payroll deductions in the amount of \$240,000 plus City matching payments. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
REGARDING HUMAN
HEALTH HAZARD AT
6043 W. GLEN CT.

- G.17. Alderman Barber moved to enter closed session regarding single-family residence property at 6043 West Glen Court, Franklin, Wisconsin, Tax Key No. 805-0046-000, human health hazard on private premises and unfit for human habitation property. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate the investing of public funds and governmental actions in relation thereto with regard to the 6043 West Glen Court human health hazard on private premises and unfit for human habitation property, and 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 litigation in which it is likely to become involved with regard to the 6043 West Glen Court human health hazard on private premises and unfit for human habitation property. Seconded by Alderwoman Hanneman. On roll call, all voted aye. Motion carried.

Upon reentering open session at 7:45 p.m., Alderman Barber moved to direct staff to proceed as discussed in closed session. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

CLOSED SESSION
RES. No. 2021-7788
AMEND RES. 2020-
7681
SPECIAL USE FOR
MEAT PROCESSING
FACILITY
LOT 83 F RYAN
MEADOWS SUBD.

- G.16. As the subject special use development is a subject in the litigation matter Franklin Community Advocates, et al. v. City of Franklin, and Strauss Brands, LLC, Milwaukee County Circuit Court Case No. 20-CV-7031, which litigation matter is in process and pending at this time, Alderman Nelson moved to enter closed session at 7:47 p.m. pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

Upon re-entering open session at 7:58 p.m., Alderwoman Hanneman moved to adopt Resolution No. 2021-7788, to amend Resolution No. 2020-7681, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A MEAT PROCESSING FACILITY USE UPON PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST LOOMIS ROAD AND THE NEW MONARCH DRIVE (LOT 83 OF RYAN MEADOWS SUBDIVISION) (STRAUSS BRANDS LLC, APPLICANT), TO EXTEND THE TIME FOR COMMENCEMENT OF THE SPECIAL

USE DEVELOPMENT. Seconded by Alderman Barber. All voted Aye; motion carried.

ADJOURNMENT

J.

Alderman Barber moved to adjourn the meeting at 8:00 p.m. Seconded by Alderman Mayer. All voted Aye; motion carried.

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>10-19-21</p>
<p>ORGANIZATIONAL BUSINESS</p>	<p>Mayoral Commission Appointments</p>	<p>ITEM NUMBER</p> <p>E.</p>

Mayoral appointment:

Finance Committee:

Craig T. Paulson, 6036 W. Beacon Hill Place, Aldermanic District 5, to the Finance Committee for an unexpired 1-year term expiring 4/30/2022.

COUNCIL ACTION REQUESTED

Motion to confirm the Mayoral appointment of Craig T. Paulson, 6036 W. Beacon Hill Place, Aldermanic District 5, to the Finance Committee for a unexpired 1-year term expiring 4/30/2022.

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Thursday, January 7, 2021 8:28 AM
To: Lisa Huenig, Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Craig Paulson
PhoneNumber:
EmailAddress:
YearsasResident: 20
Alderman: 5
ArchitecturalBoard: no
CivicCelebrations: no
CommunityDevelopmentAuthority: no
EconomicDevelopmentCommission: no
EnvironmentalCommission: no
FinanceCommittee: yes
FairCommission: no
BoardofHealth: no
FirePoliceCommission: no
ParksCommission: no
LibraryBoard: no
PlanCommission: no
PersonnelCommittee: no
BoardofReview: no
BoardofPublicWorks: yes
QuarryMonitoringCommittee: no
TechnologyCommission: no
TourismCommission: no
BoardofZoning: no
WasteFacilitiesMonitoringCommittee: no
BoardWaterCommissioners: no
CompanyNameJob1: Thomas Craig Wealth Management
CompanyAddressJob1: 6508 S. 27th Street Suite 128 Oak Creek, WI 53154
TelephoneJob1: 4143332290
StartDateandPositionJob1: 9/2020 / Chief Investment Officer
EndDateandPositionJob1: Current / CIO
CompanyNameJob2: PPI
AddressJob2: 6508 S. 27th Street Suite 128 Oak Creek, WI 53154
TelephoneJob2: 4143332290
StartDateandPositionJob2: 1/2019 / President

EndDateandPositionJob2: Current / President
CompanyNameJob3: Roadrunner Transportaion
AddressJob3: 4900 S Pennsylvania Ave, Cudahy, WI 53110
TelephoneJob3: 414 615 1500
StartDateandPositionJob3: 10/2017/ CHRO
EndDateandPositionJob3: 1/2019/ CHRO
Signature: Craig Paulson
Date: 1/7/2020
Signature2: Craig Paulson
Date2: 1/7/2020
Address: 6036 W. Beacon Hill Place Franklin WI 53132
PriorityListing: Finance Board of Public Works

WhyInterested: I would like to better Franklin by using my qualifications and experience to help its members create a fiscally sound budget that while enriching the city and its citizens, but also using sound monetary policy and principals. Board of Public works; my wife had told me that I make so many comments about the road and traffic that I should get a job here. This would serve as the closet thing. I would also enjoy using my 20 year of living in Franklin to offer ideas of having been here so long that I feel I know the city very well and could provide some suggestions as to how to make it safer and environmentally cleaner and safer.

DescriptionofDutiesJob1: Thomas Craig is a wealth management firm offering comprehensive financial planning and investment strategies, rooted in behavioral finance.

DescriptionofDutiesJob2: Organizational consulting firm helping companies execute their strategic plans thru proper execution using best practices and leveraging human potential to its fullest.

DescriptionofDutiesJob3: 2 Billion dollar HR leader for a transportation company made up of 17 individual companies created as separate entities.

AdditionalExperience: Series 65, Life & Health Insurance, MS Human Resources, Hobbies include Golf and Biking. Thomas Craig offers a variety of services for charities and other nonprofit organizations. I bring with me the current best practices using industry standards and strategies into a comprehensive plan when it comes to handling the needs of our institutional clients. As a fiduciary, I'm required by law to have my clients best interest when it comes to ensuring that their mission can meet future challenges. Hence I provide knowledge and experience around the following: Our Services Include Investment Policy Statement Development / Review Asset Allocation and Spending Policy Analysis Portfolio Liquidity Management Research and Trustee Education Tax Minimization Strategies Risk Management Manager Evaluation and Selection Other Work Experience: Generac HR Director 5/2017 - 10/18 Dover Corp VP HR 8/2012 - 10/16

ClientIP: 98.144.213.245
SessionID: y54kal2qzxjdh5bkbwbn34ub
See Current Results

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APPROVAL <i>Slw.</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE October 19, 2021
REPORTS AND RECOMMENDATIONS	State of the Franklin Public Library Annual Report for 2020-2021	ITEM NUMBER G.1.

Presentation by Director Loeffel on the 2020-2021 activities and initiatives of Franklin Public Library.

COUNCIL ACTION REQUESTED

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Sur</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">October 19, 2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">CONCEPT REVIEW FOR A MIXED-USE DEVELOPMENT LOCATED AT 9661, 9745, AND 9821 W. LOOMIS ROAD, 9710, 9760, AND 9824 W. ST. MARTINS ROAD, AND 9530 W. PUETZ ROAD.</p> <p style="text-align: center;">(9760 W ST. MARTINS ROAD)</p> <p style="text-align: center;">(UNITED FINANCIAL GROUP, INC., APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.2.</p>

A Concept Review is an informal high-level perspective presentation of a potential land use project by a developer to the Common Council. While not required, the Concept Review provides developers the opportunity to present a potential new development to perhaps obtain comments from Common Council members, prior to undertaking more detailed applications processes. The Concept Review is strictly optional by the request of a developer. No comments made at a Concept Review meeting are in any way binding upon any actions by the City during a subsequent required applications process. The Common Council does not entertain any motions or take any actions upon the potential project at a concept review meeting.

BACKGROUND

The applicant, United Financial Group, Inc., has met with staff regarding this project location and potential development/redevelopment of the property into a mixed residential and community gateway (civic) space at the east side intersection of Loomis Road and St. Martins Road. As this site is the previous location of an approved PDD (PDD-36, the Meijer development), the proposal represents a significant shift in the development potential of the property. It also is intended to provide a carry-over of the Crossroads Plan that the City previously adopted for the area.

APPLICATION

On September 14, 2021, the applicant submitted the application for Concept Review. The concept for review includes two residential buildings with up to 300 units; a wetland walkway/trail through the eastern and northern portion of the site; and a 7-acre Community Gateway Commons with various proposed community facilities, such as an amenity building, plaza, splash pad, seasonal market space and law area for ice skating, a council ring/fire pit/outdoor educational space, an outdoor amphitheater/band shell area, and a community dog park.

The documents attached include:

- Staff report prepared by the City Development Department and staff comments from other City departments.
- Applicant’s Concept Review submittal: project summary and concept plan.

COUNCIL ACTION REQUESTED

No action requested. No action to be taken.



CITY OF FRANKLIN
REPORT TO THE COMMON COUNCIL



Meeting of October 19, 2021

Concept Review

RECOMMENDATION: Provide direction to the applicant regarding the proposed development of seven parcels at the intersection of Loomis Road and St. Martins Road.

Project Name:	Crossroads at Franklin, 9760 W. St. Martins Road
Applicant:	United Financial Group, Inc.
Agent:	Ryan McMurtrie
Project Address/Tax Key:	9821 W. Loomis Road (TKN 840-9994-001), 9824 W. St. Martins Road (TKN 840-9993-000), 9745 W. Loomis Road (TKN 840-9997-002), 9760 W. St. Martins Road (TKN 840-9997-001) 9710 W. St. Martins Road (TKN 840-9998-000) 9661 W. Loomis Road (TKN 840-9997-003), and 9530 W. Puetz Road (TKN 840-9999-001)
Property Owner:	Crossroads at Franklin, LLC
Current Zoning:	PDD-36 (Meijer Grocery and Department Store Development)
Proposed Zoning:	PDD-36 (comprehensive redesign of prior approval) or other (would be multiple zoning districts)
2025 Comprehensive Plan:	Commercial
Action Requested:	No action requested
Staff:	Heath Eddy, AICP, Planning Manager

SUMMARY OF PREVIOUS APPROVAL

The subject properties are the location of a previous approval for a comprehensive commercial development of a Meijer superstore (see Figure 1, page 2). The review process extended over several months before final adoption of a rezoning of the property to PDD-36 under Ordinance 2012-2091. The Meijer corporation was seeking review of a Natural Resource Features Special Exception, but the end result was that the applicant ultimately was tabled and never culminated in an approval for the location of the building footprint in a wetland area (see Figure 2 on page 3). The proposed development ultimately was abandoned because of traffic-related improvements required by the WisDOT. But the approved development remains in place.

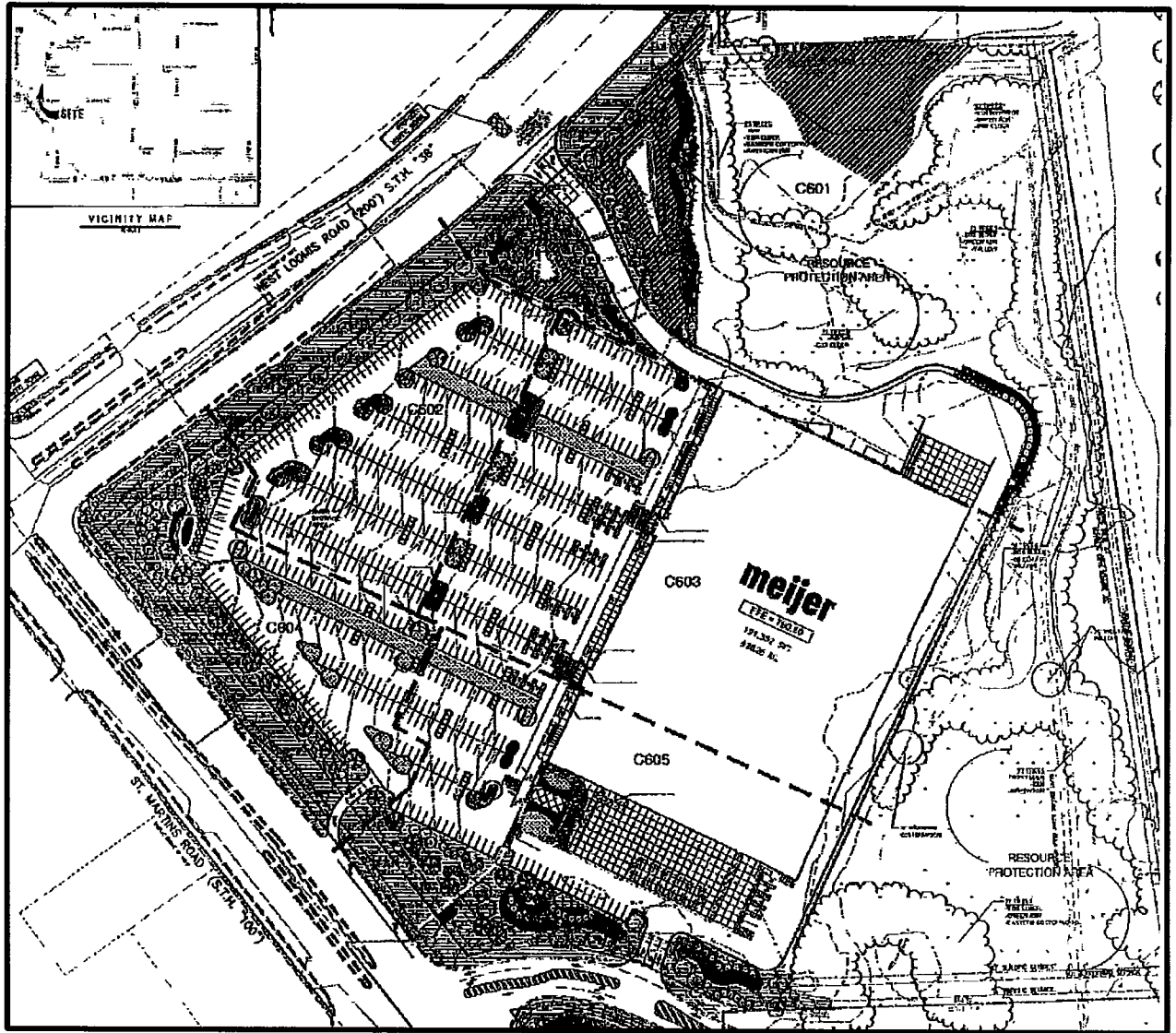


Figure 1 PDD-36 Conceptual site plan showing the proposed layout for the Meijer store as of August 31, 2012

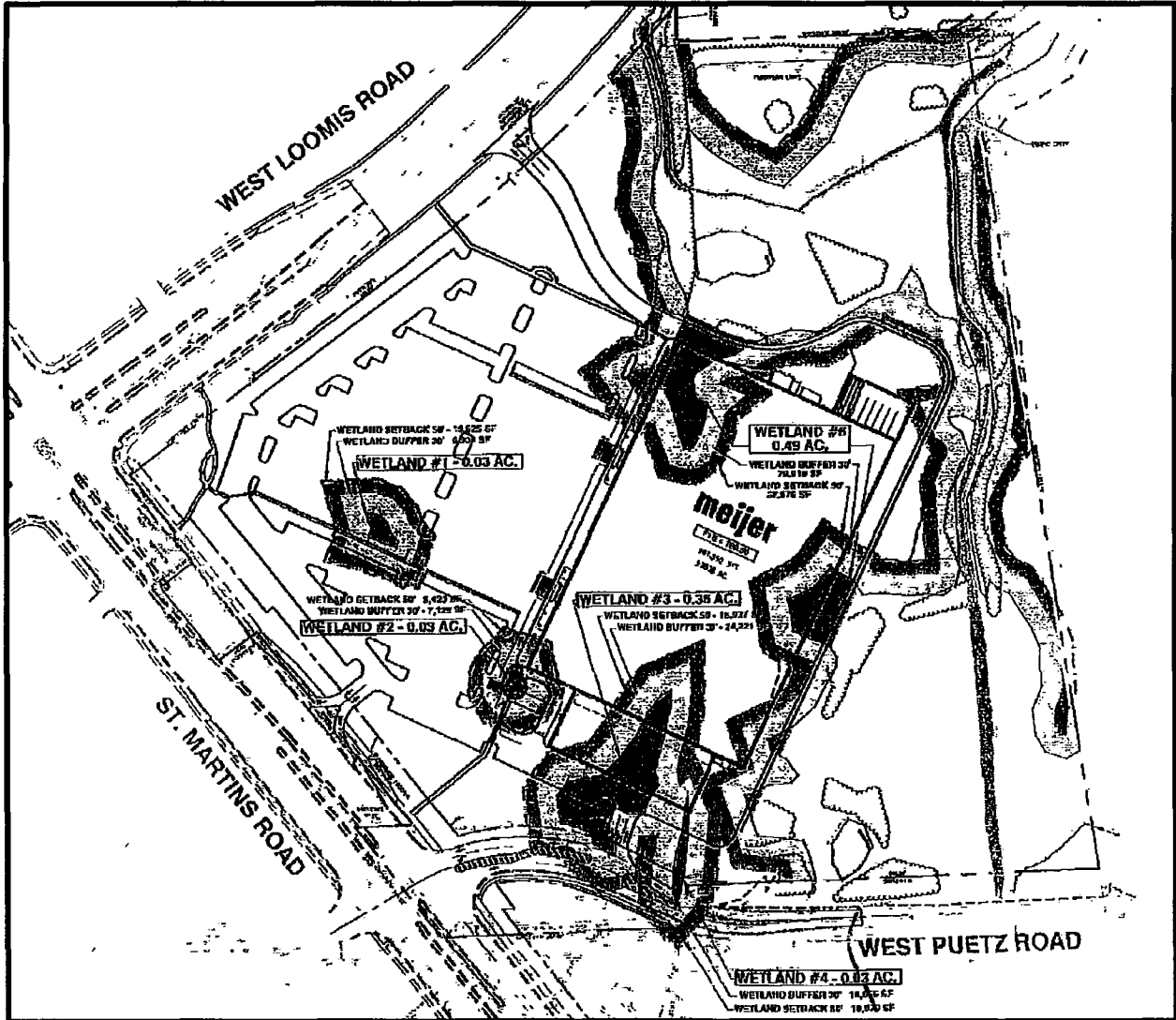


Figure 2 PDD-36 Requested disturbance of wetland areas as designated by DNR in 2012

CONCEPT DESCRIPTION

The applicant is proposing a re-visioning of the development site in a significantly different way. The proposal would split the subject property into two parcels: (1) A 22.89-acre residential parcel, and (2) A 7-acre “Community Gateway Commons” parcel. The residential parcel is proposed for two 150-unit apartment buildings with four levels, including underground garage parking, and a wetlands park area with integrated trail for local residents and users of the Community Gateway Commons area. The “Commons” parcel is indicated for use as a public park space with a variety of potential elements including (a) a community amenity building and plaza, (b) a splash pad park area, (c) a commons park space for use as a seasonal market, event lawn space, and potentially for an ice skating area, (d) a council ring, with seat wall, fire pit, and outdoor educational space, (e) and outdoor amphitheater with band shell and lawn seating, and (f) a community dog park.

The applicant’s stated purpose is to provide a focal point for community use and engagement, built next to a key intersection in the City. Ultimately this proposed development would connect with the second phase of the Highlands development to the east (currently zoned PDD-31).

STAFF ANALYSIS

City Development staff has the following concerns about this proposal:

- **Consistency with the Comprehensive Plan.** The project site is designated “Commercial” and “Areas of Natural Resources” by the City of Franklin 2025 Comprehensive Master Plan (below). The natural resources are the wetlands areas located along the east side of the project site. The proposal is inconsistent with the current designation, which was changed to accommodate the Meijer development project by way of Ordinance 2012-2090. The applicant would need to seek a re-amendment of the subject property back to “Mixed Use” (the prior designation) with the change in the zoning.

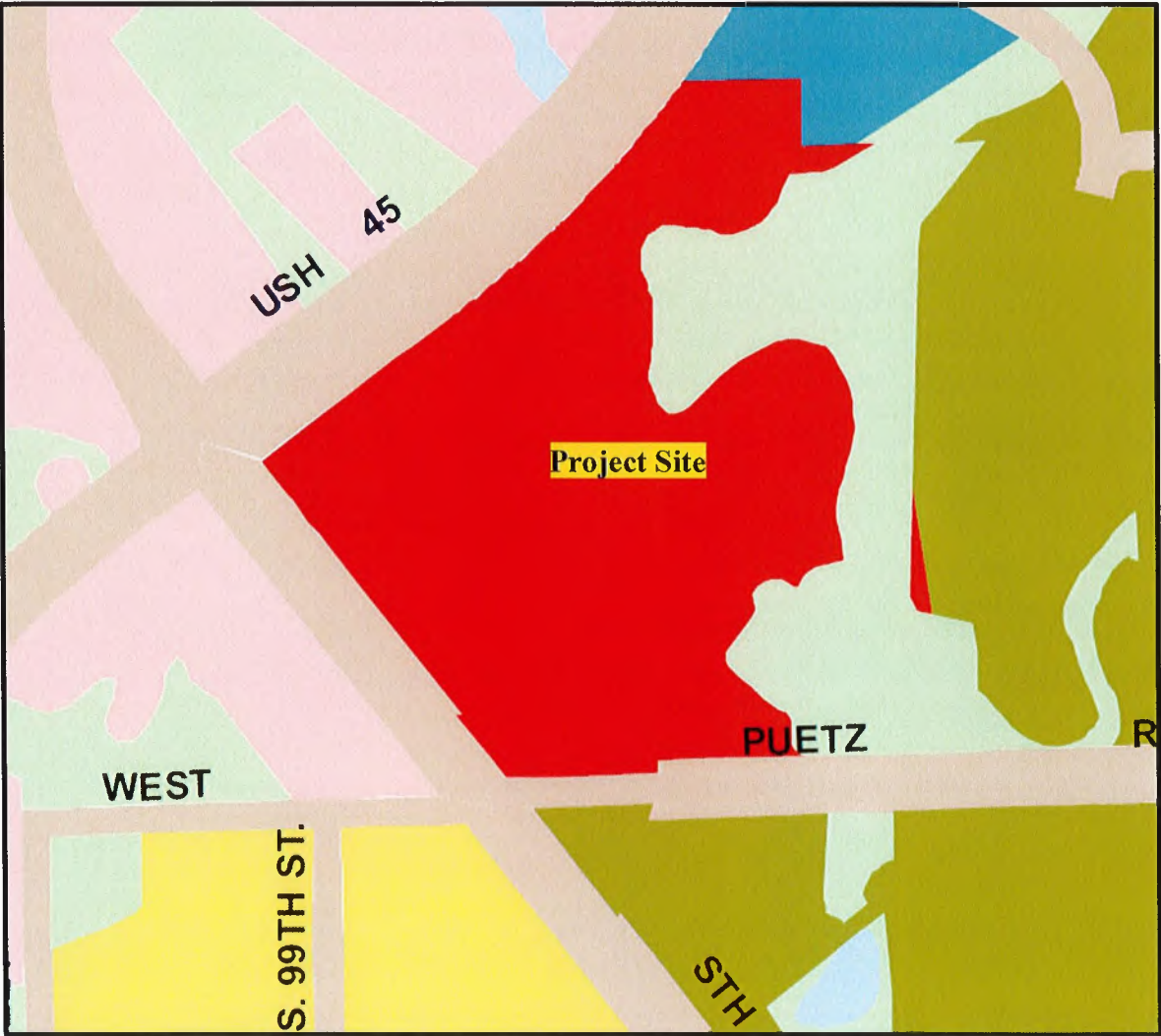


Figure 3: City of Franklin 2021 Future Land Use Map current designations, with Project Site identified.

- **Current Zoning and Proposed Development.** The current zoning of PDD-36 will need to be altered to accommodate the proposed development. The cleanest way to do so would be through a Major PDD Amendment to completely revise the parameters of PDD-36. This changed PDD would reflect the proposed uses and general location of proposed development across the two portions of the development design. The alternative approval route would require rezoning to I-1 Institutional or P-1 Park (for the Community Gateway Commons area) and R-8 Multiple-Family Residence District for the residential side. This would be complicated by the fact that the maximum height permitted in R-8 is 30 feet, and the applicant's proposed buildings likely would exceed that limit.

- **Overall Design.** The proposed design (attached) is an interesting mix of components that in theory could work well. Comments include:
 - Whether or not the level of traffic noise from Loomis Road would benefit the proposed uses is another matter entirely but the ideas proposed by the applicant would lend themselves to a unifying design that is less traffic-intense overall but would continue to provide a potentially successful destination for outdoor activities, and could spur additional redevelopment in the area to create a more unifying whole to the Crossroads area.
 - The site design would benefit from an additional access for emergency purposes, which the applicant has indicated separately would come through the revised site design for PDD-31, second phase.
 - The proposed design is greener than the previous approved plan. The previous approval located a significant portion of the Meijer building, along with the loading area and employee parking into the wetland area, including wetlands, buffers and setbacks. The proposed design also does locate inside those areas, to what extent is unknown as of this point, but the impacts are far reduced, and the applicant's proposal actively seeks to incorporate the wetland features into the amenities for the future residential development as well as the general public.

- **Other Departmental Comments.** Staff from the Engineering, Fire, and Health departments offered up several comments regarding the proposal, which are attached in the October 6, 2011 Staff Comments Memorandum sent to the applicant. Engineering and Fire departments comments are primarily technical comments, though Engineering offered that there should be a second access from St. Martins Road for additional safety. Staff notes that this development will be connected to the second phase of the Highlands development located on the adjacent property to the east (zoned PDD-31).

Staff notes that the Health Department submitted several comments regarding the potential amenities proposed on the Community Gateway Commons parcel, and several questions that staff believes may be premature as questions aimed at the applicant. Health Department

comments regarding the proposed Dog Park, Splash Pad, and Seasonal Market should be considered should the Council indicate that the applicant's proposal is worth pursuing, and particularly if the City wishes to be a part of the development of the Community Gateway Commons area.

CONCLUSIONS

The proposed development is a significant change for this Crossroads corner of the City, and staff finds that while it is optimistic and maybe even "pie-in-the-sky", visions such as this can strengthen the case to support amenities that would aid the City in attracting people and businesses based on improving the "total quality of life" of the City.

Staff Recommendation:

Staff has no recommendation. This item does not have a recommended motion and no official action is to be taken.



SITE SUMMARY

1	150 UNIT NORTH BUILDING, 3 LEVELS, APARTMENTS, GARAGE PARKING
2	150 UNIT SOUTH BUILDING, 4 LEVELS, TUCK UNDER GARAGE PARKING
3	COMMUNITY VOUCHER BUILDING, PLAZA, AND GATEWAY SIGNAGE
4	COMMUNITY SPLASH PAD PARK
5	GATEWAY COMMONS, SEASONAL MARKET, EVENT LAWN SPACE, FLOODABLE ICE SKATING
6	COUNCIL RING, SEAT WALL, FIRE PIT, OUTDOOR EDUCATION CLASSROOM
7	OUTDOOR AMPHITHEATER, BAND SHELL, LAWN SEATING
8	COMMUNITY DOG PARK

**SKETCH PLAN CONCEPT
CROSSROADS PARCELS**

Franklin, Wisconsin



August 12th, 2021

teska
associates
INCORPORATED
Franklin, Illinois

UNITED FINANCIAL GROUP, INC.
660 W Ridgeway Dr., Appleton, WI 54911
DEVELOPER

September 13th, 2021

Mr. Heath Eddy
Planning Department
City of Franklin
9229 W. Loomis Rd.
Franklin, WI. 53132

RE: **Project Narrative – Concept Review**
9760 W. St. Martins Rd., Franklin, WI.

Mr. Heath Eddy:

The following is submitted together with the application, filing fees, and plans for the applicable City Agencies to complete their review.

Project Team:

United Financial Group, Inc.
Role: Applicant/Construction Manager
660 W. Ridgeview Drive
Appleton, WI. 54911
(920) 968-8137
Contact: Ryan McMurtrie
Email: RMcMurtrie@UFGgroup.net

Trio Engineering
Role: Civil Engineer
4100 N. Calhoun Rd. Suite 300
Brookfield, WI. 53045
(262) 790-1480
Contact: Josh Pudelko, M.S., P.E.
Email: JPudelko@Trioeng.com

Knothe & Bruce Architects
Role: Architect
7601 University Ave.
Middleton, WI. 53562
(608) 836-3690
Contact: Bob Feller, AIA
Email: BFeller@KnotheBruce.com

Crossroads at Franklin LLC
Role: Owner
660 W. Ridgeview Drive
Appleton, WI. 54911
(920) 968-8100
Contact: Ryan McMurtrie
Email: RMcMurtrie@UFGgroup.net

Introduction:

United Financial Group, Inc. (UFG) is seeking feedback on the Concept Plan included with this submittal. UFG discussed the Concept Plan with Mayor Olson and Heath Eddy on July 16th, 2021 and held a neighborhood meeting on September 8th, 2021 to elicit additional feedback. The list of neighbors invited to the meeting and the post card sent (*front/back*) to each of the neighbors have been included with this submittal.

The following people attended the September 8th meeting:

- Mr. & Mrs. Zidar (9609 W. Loomis Rd.)
- Linda Horn (9451 W. Puetz Rd.)
- Paul Ellenbecker (9209 W. Puetz Rd.)
- Alder Holpfer (attended virtually)
- Mayor Olson

Site Description:

The site is located in Aldermanic District 1 and is directly east of the intersection of two state highways, STH 36 (W. Loomis Road) and STH 100 (W. St. Martins Road). The 8 parcels comprising the site total 29.61 acres and are currently zoned PDD.

Components of Concept Plan:

- Community Gateway Commons Parcel (≈7 acres)
 - o Community Amenity Building, Plaza and Gateway Signage
 - o Splash Pad Park
 - o Commons Area for Seasonal Market, Event Lawn Space, Ice Skating
 - o Council Ring, Seat Wall, Fire Pit and Outdoor Education Classroom
 - o Outdoor amphitheater, Band Shell, Lawn Seating
 - o Dog Park
- Residential Parcel (≈23 acres)
 - o Two 4-story, 150-unit multi-family buildings with underground parking, elevators, and internal amenities
 - Paragon Place Product Type (*high-end, market-rate*)
 - www.ParagonPlaceProperties.com
 - Predominantly masonry facades comprised of brick and full bed depth stone
 - 4-sided architecture
 - o Wetland walking path

Concept Plan Description:

The primary goal of the Concept Plan was to create a development that would:

- Successfully implement the City's vision for a Village Center as stated in the Crossroads Trade Area Regulating Plan
- Embody the City's tagline ("*Celebrating Quality of Life*")
- Serve as a catalyst for the redevelopment of the surrounding area.

The Crossroads Trade Area Regulating Plan was the product of an inclusive public input strategy, and the Concept Plan preserves the following aspects of the 2004 plan that remain viable today:

- Pedestrian-scaled development integrated with quality public places that add value to the development and provide opportunities for social interaction
- Significant open spaces and natural features preserved and integrated with the development pattern
- Stormwater Features
- Parking concentrated at the center
- No 24-hour uses

The proposed public road divides the Community Gateway Commons Parcel from the Residential Parcel and connects W Loomis Road to the parcel to the east. UFG is uniquely capable of providing the site with coordinated connectivity to W Highland Park Ave and W Puetz Rd given their ownership of the adjacent 22.5-acre parcel immediately to the east. This eliminates the need for a right-in/right-out on W St Martin, which allows more of the site to be used for the public amenities. The wetland walking path provides access to the wetlands and effectively weaves together the public and private aspects of the development.

Concluding Statements:

UFG is a family-owned, multi-generational organization with more than 40 years of experience owning and operating residential apartment communities. UFG currently has a portfolio of more than 3,500 units within the state of Wisconsin, including Foresthill Highlands, a 334-unit age-restricted 55+ community (*opened in 2002*) located directly northeast of this site. This proposed development, as is true with all UFG developments, would be wholly owned by the McMurtrie-Salmon families with all construction and property management services provided by United Financial Group, Inc.

Thank you for taking the time to review and consider our proposal.

Sincerely,

Ryan McMurtrie

Ryan McMurtrie

EVP, Director of Development

CC. Mayor Olson
Alder Holpfer

Neighborhood Meeting Invite List

Meeting Held. September 8th, 2021

- 9730, 9609 W. Loomis Road
- 9653 W St Martins Rd
- 9114, 9026, 9012, 8924, 8920, 9545, 9501, 9451, 9401, 9323, 9243, 9209, W Puetz Rd

YOUR FEEDBACK IS VALUABLE
PLEASE JOIN US

United Financial Group, Inc
660 West Ridgeview Drive
Appleton, WI 54911

Wednesday, September 8, 2021

5:30pm - 7:00pm in the Hearing Room

There will be a short presentation at 5:45pm followed by an opportunity to ask questions as a group or individually.

City of Franklin City Hall

9229 West Loomis Road in Franklin

Join us to be the first to review the concept plan for this site and provide feedback.

RSVP by September 6, 2021

Phone: 920-968-8100

Email: lvandenbloomer@ufgroup.net



YOU'RE INVITED TO A NEIGHBORHOOD MEETING TO
REVIEW THE CONCEPT PLAN FOR THIS SITE



Brought to you by United Financial Group, Inc.
Affiliate Owner/Operator of Foresthill Highlands 55+ in Franklin
and Highlands Communities & Paragon Place Properties



MEMORANDUM

Date: October 6, 2021
To: Ryan McMurtrie
From: Department of City Development. Heath Eddy, Planning Manager
RE: Application for Concept Review, 9760 W. St. Martins Road

Please be advised that city staff has reviewed the above application received on September 14, 2021, for a proposed mixed residential/civic development at the intersection of West St. Martins Road (Highway 100) and West Loomis Road (STH 36). The following comments are for your review and consideration.

Department of City Development

1. **Future Land Use Designation.** The City of Franklin 2025 Comprehensive Master Plan designates the property as “Commercial”. This was a change approved by Common Council in 2012 (Ordinance 2012-2090) reflecting the change of the property to support a Meijer superstore. Unfortunately it adds another layer to the development review process.
2. **Project Summary.** The proposed use of the property is anticipated to require some additional investment by the City with regard to the 7-acre “civic” space near the highway intersections. This location could be a magnet or destination for non-residents of the proposed residential areas, which is fine insofar as it goes. It should be noted that the existing and proposed roadway configurations in this vicinity will make travel to the site unfriendly except by way of motor vehicle.
3. **Community Gateway Commons.** What remains to be discussed is who will be responsible for this side of the development. The City would utilize some of the Park Impact Fees potentially for this new facility area (it’s a community park facility by definition). However, is there an opportunity for a Public-Private Partnership?
4. **Proposed Density.** Staff has no overt objection to the proposed density of this development site. It should be noted that this is part of an overall development with the adjacent property to the east.
5. **Wetlands.** This development site was previously approved for a Meijer superstore, and the prior development design would have supplanted wetlands with the building footprint. The proposed design turns the vast majority of the wetlands onsite into an open-space amenity,

which will be beneficial to the surrounding area in terms of water quality and stormwater runoff impact.

6. **Development Review Process.** In order to implement this project as proposed, you will need the following:
 - a. Comprehensive Master Plan amendment (to change from Commercial to Mixed Use)
 - b. PDD Major Amendment (assuming you want to retain the existing PDD and just modify it) or Rezoning Application (also an option though not as clean for this proposal).
 - c. Site Plan(s)
 - d. CSM (depending on if the Community Gateway Common is to be a City-owned vs. locally owned property).

Engineering Department Comments

7. May need to solicit comments from the County and State of Wisconsin.
8. Per the UDO Section 15-5.0104 (Intersections), “Wherever practicable, the distance between such intersections shall not be less than 1,200 feet.”
9. May consider having another access from St. Martins Road for resident’s safety.

Fire Department Comments

10. Franklin Fire Department Construction and Alteration Requirements (2021-2022)
 - a. Follow all relevant WI DSPS and IBC code requirements for fire protection systems for given occupancy, use, and construction types.
 - b. Fire Extinguisher placement as per NFPA 10.
 - c. Fire Department Connection (FDC) and hydrant placement must be acceptable to AHJ (applies to new construction).
 - d. At no time may any Hazardous, Combustible, or Flammable Materials exceed allowable quantities.
 - e. Master Key set required for placement in Knox Box.
 - f. Permitting and submittal instructions for fire protection system review and inspection can be found at: <https://www.franklinwi.gov/Departments/Fire.htm>.

Health Department Comments

11. Dog Park. Dog parks historically have been useful in more urban areas with little to no green space, Franklin however has ample walking trails and parks where individuals can exercise their dogs while leashed. Dog parks typically allow animals to be off leash and away from their owners. We have seen an increase in dog bites the last two years in Franklin especially with dogs that were off leash at the time. We have a few questions to bring to the developer with regard to the use of this space.

- a. Will this be a public dog park or only for residents of the proposed apartment buildings?
 - b. Will animals be allowed off leash?
 - c. Will there be a requirement that all animals allowed to use the dog park be up to date on rabies vaccine? Up to date on municipal license?
 - d. Will there be information supplied to those that frequent the park that animal bites are reportable to both the Health Department and Police Department and any animal involved in a bite will be subject to a 10 day quarantine including up to 3 veterinarian visits? Unprovoked bites and/or serious bites may lead to declaration of a Dangerous or Vicious animal per Municipal Code § 80-9 and owners will be subject to modifications of their home and/or care of their pet in order to keep their dog within the city limits.
 - e. Will animals that bite (whether provoked or unprovoked) be allowed to continue using the park?
12. Splash Pad:
- a. Will the splash pad be recirculated water or run off to a retention pond or other location? If it is recirculated water it **will need DSPS plan approval and licensing from our department.**
 - b. Concerns with other local splash pads include: excessive water use, slippery surfaces, rules should be posted regarding concerns such as children in diapers and dogs.
 - c. Who will be responsible for cleaning trash and cleaning of the pad areas?
13. Seasonal Market:
- a. How often will this market occur? How many vendors will be in attendance?
 - b. What types of items will be sold at the market? **Any food vendors will have to have some sort of Wisconsin Department of Agriculture Trade and Consumer Protection (DATCP) licensing unless it falls under the raw agricultural product category or a Cottage Food Law.** Licensing and sales of food items is very complex and will require extensive staff time by host organization and FHD staff prior to the market and inspection time during the markets
 - c. Recommend a market manager to handle all aspects of communication and organization.
 - d. Possible conflict with other city markets and discussion of resurrecting the St. Martin's Fair during summer months
14. There may be additional questions or concerns from Health depending on what amenities will be in the Community Amenities Building as well as if there will be any additional food and/or alcohol vendors at this site.


Police Department Comments

15. The PD has no comment regarding this request.

Inspection Services Department Comments

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

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE October 19, 2021
Reports & Recommendations	A RESOLUTION TO ACCEPT PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT ON LOT 84 (TKN 891-1084-000) AND ACCEPT DONATION OF OUTLOT 3 (TKN 891-1087-000) FROM LOOMIS & RYAN, INC. IN RYAN MEADOWS SUBDIVISION ALONG W. CHICORY STREET	ITEM NO. G.3.

BACKGROUND

On July 6, 2021, Common Council authorized GRAEF-USA Inc. to perform planning on the Ryan Creek Trail (from the S. 116th Street Trail to the future extension of the Milwaukee County's Oak Leaf Root River Trail). At the same meeting, Common Council also agreed to reimburse Mills Hotel Wyoming, LLC to construct a portion of this trail along S. Monarch Drive and W. Chicory Street to take advantage of current construction efforts in the Ryan Meadows Subdivision. On July 20, 2021, GRAEF was also authorized to design a trail from W. Chicory Street to S. 112th Street. This project has been somewhat delayed as a route thorough a southern property is being negotiated. However, enough work has been completed to determine a route through the Ryan Meadows Subdivision.

Loomis & Ryan, Inc., the owner, is willing to donate an easement from Lot 84 and also the Outlot 3 (22.16 acres) for the construction of this trail. This outlot has a stormwater facility that would remain the maintenance responsibility of the homeowner's association.

ANALYSIS

The easement on the eastern edge of Lot 84 will not affect any setback from property lines for building construction so the trail easement can co-exist with the setback. The easement is needed for safety reasons to skirt the edge of the stormwater basin.

Donation of Outlot 3 needs assistance from legal staff on the transfer of the property and an agreement that the pond maintenance / stormwater needs would stay with the homeowner's association. There will be nominal and customary expenses (few thousand dollars) in title work and closing costs.

These land donations are needed for the completion of the trail project under design by GRAEF.

OPTIONS

- A. Accept the easement for Lot 84
- B. Accept donation of Outlot 3, specifically, direct Staff to do the necessary work to develop agreement for acceptance of Outlot 3, execute agreement and accept property.
- C. Other direction to Staff.

FISCAL NOTE

Any costs associated with this work are eligible for 61% Park Impact Fees.

RECOMMENDATION

Resolution 2021-_____ a resolution to accept Pedestrian Access and Bicycle Path Easement on Lot 84 (TKN 891-1084-000) and authorize Staff to develop and execute agreement to accept donation of Outlot 3 (TKN 891-1087-000) in Ryan Meadows subdivision from Loomis & Ryan, Inc. along W. Chicory Street.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

A RESOLUTION TO ACCEPT PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT ON LOT 84 (TKN 891-1084-000) AND ACCEPT DONATION OF OUTLOT 3 (TKN 891-1087-000) FROM LOOMIS & RYAN, INC. IN RYAN MEADOWS SUBDIVISION ALONG W. CHICORY STREET

WHEREAS, an easement is required to install, maintain and operate a Pedestrian Access and Bicycle Path in Ryan Meadows subdivision; and

WHEREAS, Loomis & Ryan Inc. has agreed to donate a permanent easement in Lot 84 and the entirety of Outlot 3 to the City of Franklin; and

WHEREAS, there are stormwater facilities located on Outlot 3 that will remain the responsibility and upkeep by the homeowner's association per the stormwater management agreement for Ryan Meadows; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such easement on Lot 84 and land parcel Outlot 3 of the Ryan Meadows subdivision. And therefore the Mayor and City Clerk are hereby authorized and directed to execute the easement and property transfer with stormwater agreement accepting it on behalf of the City.

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

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2021, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT

(RYAN MEADOWS/LOOMIS BUSINESS PARK)

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Loomis & Ryan, Inc., as Grantor (including successors and assigns of the City as may become applicable and including the heirs, executors, administrators, successors and assigns of above Grantor as may be or may become applicable).

WITNESSETH

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

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

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

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

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

5. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City for any underground installation within the easement area, which approval shall not unreasonably be withheld, conditioned or delayed. The Grantor makes no representation or warranty with respect to any other easements which may exist at the time of the granting of this easement which may encroach upon or interfere with the use contemplated in this easement. In the event there is a conflict, this easement shall be subordinate to previously granted easements and the City shall hold the Grantor harmless from any conflict.
6. That the Grantor shall not alter the surface elevation within the limits of said Easement Area.
7. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
8. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
9. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
10. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
11. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
12. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
13. In the event that the recreational path (the 'Facilities') is discontinued or abandoned by the City, the the City shall, at its expense, remove all asphalt, concrete or other structural improvement related to the path and restore the property in conformity with adjacent landscaping.

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

ON THIS DATE OF: October 13, 2021

[Signature]
LOOMIS & RYAN, INC.

By: Stephen R. Mills

By: Resident

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

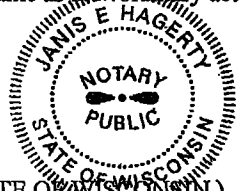
By: _____
Sandra L. Wesolowski, City Clerk

STATE OF Wisconsin
COUNTY OF Kenosha ss

Before me personally appeared on the 13th day of October, A.D. 2021.

Stephen R. Mills
President or Name printed
Resident
Secretary or Name printed

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.



[Signature]
NOTARY PUBLIC
My commission expires 02/10/2024

STATE OF WISCONSIN
COUNTY OF MILWAUKEE ss

On this _____ day of _____ A.D. 201__ before me personally appeared Stephen R. Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____ adopted by its Common Council on _____, 201__.

Notary Public, Milwaukee County, Wisconsin

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents
Date: _____
City Engineer

Approved as to form only
Date: _____
City Attorney

Exhibit A

(Description of the Property)

Being all of Lot 84 of Ryan Meadows, located in the Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ AND the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ all in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

EXHIBIT B
(Depiction of the Easement)

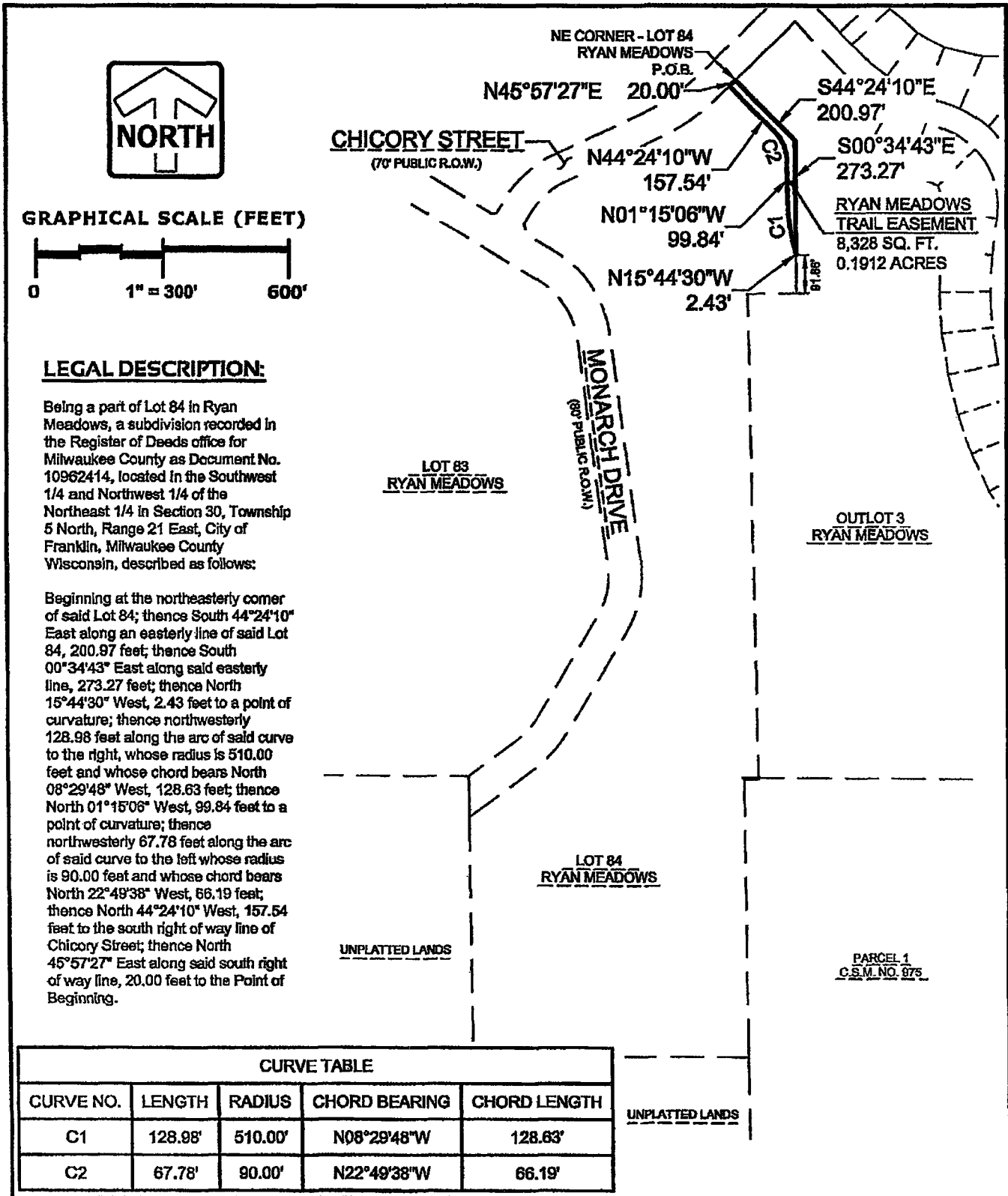


Exhibit C

(Description of Easement Area)

Being a part of Lot 84 in Ryan Meadows, a subdivision recorded in the Register of Deeds office for Milwaukee County as Document No. 10962414, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 in Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County Wisconsin, described as follows:

Beginning at the northeasterly corner of said Lot 84; thence South $44^{\circ}24'10''$ East along an easterly line of said Lot 84, 200.97 feet; thence South $00^{\circ}34'43''$ East along said easterly line, 273.27 feet; thence North $15^{\circ}44'30''$ West, 2.43 feet to a point of curvature; thence northwesterly 128.98 feet along the arc of said curve to the right, whose radius is 510.00 feet and whose chord bears North $08^{\circ}29'48''$ West, 128.63 feet; thence North $01^{\circ}15'06''$ West, 99.84 feet to a point of curvature; thence northwesterly 67.78 feet along the arc of said curve to the left whose radius is 90.00 feet and whose chord bears North $22^{\circ}49'38''$ West, 66.19 feet; thence North $44^{\circ}24'10''$ West, 157.54 feet to the south right of way line of Chicory Street; thence North $45^{\circ}57'27''$ East along said south right of way line, 20.00 feet to the Point of Beginning.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>See</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/19/21</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION CONDITIONALLY APPROVING A 2 LOT AND 1 OUTLOT CERTIFIED SURVEY MAP, BEING PART OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, IN TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (HSA COMMERCIAL, INC., D/B/A HSA COMMERCIAL REAL ESTATE, APPLICANT)</p> <p style="text-align: center;">(GENERALLY AT WEST OAKWOOD ROAD AND SOUTH 27TH STREET)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.4.</p>

At its October 7, 2021, regular meeting, the Plan Commission adopted a motion to recommend approval of this resolution conditionally approving a 2 lot and 1 outlot certified survey map, being a part of the Northwest 1/4 and part of the Northeast 1/4 of the Northeast 1/4 of Section 36, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, more specifically, of the property generally located at West Oakwood Road and South 27th Street, bearing Tax Key No. 951-9994-001.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution 2021-_____, a resolution conditionally approving a 2 lot and 1 outlot certified survey map, being a part of the Northwest 1/4 and part of the Northeast 1/4 of the Northeast 1/4 of Section 36, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, more specifically, of the property generally located at West Oakwood Road and South 27th Street, bearing Tax Key No. 951-9994-001 (HSA COMMERCIAL, INC., D/B/A HSA COMMERCIAL REAL ESTATE, APPLICANT)

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 9-28-21; redraft 9-30-21]

RESOLUTION NO. 2021-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT AND 1 OUTLOT CERTIFIED SURVEY MAP, BEING PART OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, IN TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN (HSA COMMERCIAL, INC., D/B/A HSA COMMERCIAL REAL ESTATE, APPLICANT) (GENERALLY AT WEST OAKWOOD ROAD AND SOUTH 27TH STREET)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a part of the Northwest 1/4 and part of the Northeast 1/4 of the Northeast 1/4 of Section 36, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, more specifically, of the property generally located at West Oakwood Road and South 27th Street, bearing Tax Key No. 951-9994-001, HSA Commercial, Inc., d/b/a HSA Commercial Real Estate, applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by HSA Commercial, Inc., d/b/a HSA Commercial Real Estate, as described above, be and the same is hereby approved, subject to the following conditions:

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

HSA COMMERCIAL, INC., D/B/A HSA COMMERCIAL REAL ESTATE – CERTIFIED SURVEY MAP
RESOLUTION NO. 2021-_____
Page 2

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

4. HSA Commercial, Inc., d/b/a HSA Commercial Real Estate, successors and assigns, and any developer of the HSA Commercial, Inc., d/b/a HSA Commercial Real Estate 2 lot and 1 outlot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon HSA Commercial, Inc., d/b/a HSA Commercial Real Estate and the 2 lot and 1 outlot certified survey map project for the property generally located at West Oakwood Road and South 27th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant shall provide revised Natural Resource Protection Plans, including complete Site Intensity Calculations, subject to the review and approval of the Department of City Development, prior to the approval of any site plan on any lot created by this CSM. The NRPP must include field delineations field delineations completed within the last 5 years, as required by §15-4.0102.G.
7. The applicant shall resolve any technical corrections to the Certified Survey Map required by the Department of City Development prior to recording of the CSM with the Milwaukee County Register of Deeds.
8. The applicant shall resolve any technical corrections to the Certified Survey Map required by the Engineering Department prior to recording of the CSM. with the Milwaukee County Register of Deeds.

9. All of Outlot 1 shall be included within a Conservation Easement, and the easement shall be indicated on the CSM.
10. Cross access shall be provided between Lots 1 and 2, and a cross access easement shall be indicated on the CSM.
11. The applicant shall provide all required easements, including but not limited to cross-access, bufferyard, or conservation easements, prior to the approval of any site plan on any lot created by this CSM.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, JAMS-4, L.L.C., be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, JAMS-4, L.L.C., with the Office of the Register of Deeds for Milwaukee County.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of October 7, 2021

Certified Survey Map

RECOMMENDATION: Department of City Development staff recommends approval of the Certified Survey Map (CSM).

Project Name:	HSA Commercial Real Estate CSM
General Project Location:	W. Oakwood Road and S. 27 th St. (TKN 951 9994 001)
Property Owner:	JAMS-4 LLC
Applicant:	HSA Commercial Real Estate
Agent:	Pinnacle Engineering Group
Current Zoning:	PDD 39
2025 Comprehensive Plan:	Recreational and Areas of Natural Resources
Use of Surrounding Properties:	PDD 39 to the South and West. The eastern ~½ along the North property line is B-7 South 27 th St. Mixed Use Office District. West of this is R-2 Estate Single-Family Residence and R-3 Suburban Estate Single-Family Residence, and P-1 Park along the western portion of the northern property line. The East property line is Oak Creek Zoning: Rs-2 Single-Family Residential and I-1 Institutional.
Applicant’s Action Requested:	Approval of Certified Survey Map (CSM)
Planner:	Marion Ecks, Associate Planner

- Staff recommendations are *underlined in italics* and included in the draft ordinance.
- Staff suggestions are only underlined and are not included in the draft ordinance.

INTRODUCTION

On November 1, 2016, the Franklin Common Council approved the creation of Planned Development District 39, the Franklin Business Park. The Business Park is intended to attract businesses requiring larger lots and buildings to locate in Franklin. The City is currently investing in public infrastructure for the park, including future roads and stormwater. This Certified Survey Map (CSM) is located in the Northeast corner of the park, at the intersection of Oakwood and S. 27th St.

On September 10, 2021, the applicant submitted an application for a CSM to create two buildable lots and one outlots from this 73.30 acre parcel. Lot 1 and Outlot 1 are located in in the “Business Park” area of PDD 39 and are subject to the standards specific to that area (Section

15-3.0444.B). Lot 2 is located in the “Gateway” area of PDD 39 and is subject to the standards specific to that area (Section 15-3.0444.A).

According to §15-9.0309.C. of the Unified Development Ordinance (UDO), the Common Council shall approve, approve conditionally and thereby require resubmission of corrected Certified Survey Map, or reject such Certified Survey Map within 90 days from the date of filing of the map unless time is extended by agreement with the Subdivider. The applicant submitted this CSM application on September 10, 2021, so Thursday, December 9, 2021, is the 90-day deadline for this application.

The applicants have previously submitted a Site Plan and Special Use request for development of the northwest quarter of the parcel. This application has been expedited to accommodate a closing date for the applicant.

PROJECT DESCRIPTION AND ANALYSIS:

The subject property is about 73.3 acres in size, and is located at the southwest corner of S. 27th Street and W. Oakwood Road. About 52.7 acres is currently farmed, and the remaining 20.6 acres is a woodland (with wetlands and ponds) which has been identified as an Isolated Natural Resource Area by the Southeastern Wisconsin Regional Planning Commission. Public sewer and water is available along W. Oakwood Road.

Certified Survey Map

The proposed CSM divides one existing lot into three proposed lots. The subject property is owned by JAMS-4, LLC and is approximately 73.3 acres in area. The proposed Lot 1 would have approximately 766,548 square feet (17.6 acres), and Lot 2 approximately 1,504,257 square feet (34.53 acres). Minimum lot size in PDD 39 is 40,000 square feet for the Gateway area, and 43,560 square feet for the Business Park area; both lots 1 and 2 meet this requirement. The proposed Outlot 1 is 921,818 square feet (21.16 acres).

Lot 1 will contain future industrial “flex” buildings and related stormwater. The applicants have submitted a Site Plan and Special Use request for development of this portion of the property, which are currently under review. Applications for the end user of Lot 2 have not been provided, but it is anticipated that this development will also contain a mixed industrial and office building. Submittal of plans for this development are anticipated in the near future. Outlot 1 contains areas of natural resources including a pond, stream, and SEWRPC Environmental Corridor.

The current version of the CSM requires numerous corrections of missing or incorrect information detailed in Staff Comments. Incorrect zoning information is currently shown on the CSM and must be revised, among other errors. The application is missing key materials which must be provided. Staff notes, among several issues, that a Natural Resource Protection Plan was not submitted with the application. An NRPP map was received as part of the Plan Commission submittal which is not useable for development purposes (see below – Natural Resource Protection Plan). Also absent are site intensity calculations, and a project summary.

Due to concerns regarding a deadline for closing on the purchase of this property, the applicant has requested that the CSM be put forward for review despite these deficiencies in the hopes that they may receive a conditional approval. Staff notes that this review has been expedited to the extent possible; the applicant believed that a request for a CSM had been submitted by their team at an earlier date, when this was not the case.

A copy of staff comments has been included in the packet for review - staff notes that a majority of comments have not been resolved. Staff recommends that approval of the CSM be conditioned upon technical corrections being made to the CSM by the applicant prior to recording.

Design Standards for Land Divisions

The applicant has not yet submitted stormwater plans for this development, or provided information related to dedication of sidewalks and other pedestrian infrastructure and public improvements. These facilities are required both by PDD 39 (§15-3.0444, ORD. 2016-2238), the 27th St. Overlay, and by UDO Division 15-5.0100. While they are not required elements at this time, these facilities will be required as part of any site plan approval.

PDD 39 requires cross-access between parcels. Staff recommends that cross access be provided between Lots 1 and 2, and a cross access easement shown on the CSM

Natural Resource Protection Plan (NRPP)

The property contains several areas of natural resources including mature woodland, and wetlands. It also includes SEWRPC Isolated Natural Resource Area which makes up the entirety of the proposed Outlot 1.

As noted earlier, a Natural Resource Protection Plan was not submitted with the application. An NRPP map was received as part of the Plan Commission submittal, and copies of delineation reports were submitted with the NRPP. The NRPP uses SEWRPC delineations conducted for the creation of the Tax Increment District for PDD 39 which were completed in 2015. Wetland delineations used in the NRPP cannot be older than 5 years, as required by §15-4.0102.G.

The NRPP itself requires numerous corrections Staff notes discrepancies between the CSM and NRPP, including a wetland indicated on the east property line of the parcel, which is not depicted on the NRPP. The NRPP also shows four proposed lots, the CSM is for 3 total lots. Further, there are number of required elements and pieces of information that must be provided.

The applicant must provide mitigation for areas of disturbance of natural resource features beyond what is allowed, and protect that which is to remain. The applicant proposes to remove 9,692 square feet (0.22 acres) of mature woodland This constitutes approximately 1.4% of the 708,105 square feet (16.3 acres), well within the 30% allowed by UDO Part 4. This woodland area is however also part of the Isolated Natural Resource Area No disturbances by the applicant are proposed to wetlands, but an unspecified encroachment is proposed in the wetland setback that extends into the future Lot 1.

In short, this draft of the NRPP is not useable for development purposes. The current version of the CSM contains the following codicil:

“The natural resource features identified herein are not based upon field surveys. In the event of further land division or development of a parcel herein with any such natural resource feature, a complete NRPP with field surveys is required for said parcel.”

Staff suggests that this codicil remain, and recommends that the NRPP including Site Intensity Calculations be subject to technical corrections for staff approval, prior to approval of any site plan. NRPPs must include field delineations no older than 5 years, as required by §15-4 0102 G.

The applicant has not provided conservation easement exhibits for Plan Commission review. Conservation easements are shown on the CSM, as §15-4.0102.K requires recording of written conservation easements for natural resources as part of the land division process. Given the outdated delineations and other issues, these should be provided prior to a development proposal. Staff recommends that, per §15-4 0102 K, the applicant shall submit written Conservation Easement documents for those natural resources to be protected, for Common Council review and approval and recording with the Milwaukee County Register of Deeds prior to the approval of any site plan on any lot created by this CSM. Staff further recommends that the entirety of Outlot 1 be contained within a Conservation Easement.

STAFF RECOMMENDATION:

While this application has significant deficiencies, the underlying land division is appropriate and consistent with the PDD 39 subdivision requirements. However, it must be noted that deficiencies not resolved with this application will be required of future developers of the individual lots.

With that in mind, the Department of City Development staff recommends conditional approval of the Certified Survey Map, subject to technical corrections, and the conditions in the draft resolution.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 9-28-21; redraft 9-30-21]

RESOLUTION NO. 2021-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT AND 1 OUTLOT CERTIFIED SURVEY MAP, BEING PART OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, IN TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN
(HSA COMMERCIAL, INC., D/B/A HSA COMMERCIAL REAL ESTATE, APPLICANT)
(GENERALLY AT WEST OAKWOOD ROAD AND SOUTH 27TH STREET)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being a part of the Northwest 1/4 and part of the Northeast 1/4 of the Northeast 1/4 of Section 36, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, more specifically, of the property generally located at West Oakwood Road and South 27th Street, bearing Tax Key No. 951-9994-001, HSA Commercial, Inc., d/b/a HSA Commercial Real Estate, applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by HSA Commercial, Inc., d/b/a HSA Commercial Real Estate, as described above, be and the same is hereby approved, subject to the following conditions:

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

HSA COMMERCIAL, INC., D/B/A HSA COMMERCIAL REAL ESTATE – CERTIFIED SURVEY MAP

RESOLUTION NO. 2021-_____

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

4. HSA Commercial, Inc., d/b/a HSA Commercial Real Estate, successors and assigns, and any developer of the HSA Commercial, Inc., d/b/a HSA Commercial Real Estate 2 lot and 1 outlot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon HSA Commercial, Inc., d/b/a HSA Commercial Real Estate and the 2 lot and 1 outlot certified survey map project for the property generally located at West Oakwood Road and South 27th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant shall provide revised Natural Resource Protection Plans, including complete Site Intensity Calculations, subject to the review and approval of the Department of City Development, prior to the approval of any site plan on any lot created by this CSM. The NRPP must include field delineations field delineations completed within the last 5 years, as required by §15-4.0102.G.
7. The applicant shall resolve any technical corrections to the Certified Survey Map required by the Department of City Development prior to recording of the CSM with the Milwaukee County Register of Deeds
8. The applicant shall resolve any technical corrections to the Certified Survey Map required by the Engineering Department prior to recording of the CSM. with the Milwaukee County Register of Deeds.

HSA COMMERCIAL, INC., D/B/A HSA COMMERCIAL REAL ESTATE – CERTIFIED SURVEY MAP

RESOLUTION NO. 2021-_____

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- 9. All of Outlot 1 shall be included within a Conservation Easement, and the easement shall be indicated on the CSM.
- 10. Cross access shall be provided between Lots 1 and 2, and a cross access easement shall be indicated on the CSM.
- 11. The applicant shall provide all required easements, including but not limited to cross-access, bufferyard, or conservation easements, prior to the approval of any site plan on any lot created by this CSM.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, JAMS-4, L.L.C., be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, JAMS-4, L.L.C., with the Office of the Register of Deeds for Milwaukee County.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Sho.</i></p>	<p style="text-align: center;">REQUEST FOR COMMON COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 10/19/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A STORM DRAINAGE EASEMENT FOR PLEASANT VIEW RESERVE SUBD. AT APPROXIMATELY SOUTH 51ST ST. AND W. MARQUETTE AVE.</p>	<p style="text-align: center;">ITEM NUMBER G.5.</p>

BACKGROUND

The City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property; a storm drainage system consisting of an open swale (ditch) and/or storm sewer and associated manholes and catch basins in Pleasant View Reserve Subdivision.

The City will have the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct and inspect as may be or may become applicable.

ANALYSIS

VH PVR, LLC, said Grantor, being the owner and person interested in the land, does hereby grant unto the City a perpetual, non-exclusive easement.

OPTIONS

Accept the easement
or deny

FISCAL NOTE

The initial construction and installation will be made by the Grantor at Grantor's expense.

RECOMMENDATION

Motion to adopt Resolution No. 2021 - _____, a resolution authorizing certain officials to accept a Storm Drainage Easement in Pleasant View Reserve Subdivision located at approximately South 51st Street and W. Marquette Avenue.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

A RESOLUTION
AUTHORIZING CERTAIN OFFICIALS
TO ACCEPT
A STORM DRAINAGE EASEMENT
FOR PLEASANT VIEW RESERVE SUBDIVISION
LOCATED AT APPROXIMATELY S. 51ST STREET AND W. MARQUETTE AVENUE

WHEREAS, an easement is required to build and construct and/or operate, maintain, repair, enlarge, reconstruct and inspect a storm drainage system consisting of an open swale (ditch) and/or storm sewer and associated manholes and catch basins in Pleasant View Reserve Subdivision; and

WHEREAS, VH PVR, LLC, Grantor, has agreed to grant the City a perpetual, non-exclusive easement.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2021, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

STORM DRAINAGE EASEMENT

Pleasant View Reserve Subdivision
At approximately South 51st St and Marquette Ave

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and VH PVR, LLC, a Limited Liability Company, as owner (including successors and assign's of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors)

WITNESSETH

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

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm drainage system consisting of an open swale (ditch) and/or storm sewer and associated manholes and catch basins, all as shown on the plan attached hereto as Exhibits "A-1 through J-1", 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, 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 unto the City a perpetual, non-exclusive easement on that part of the Southwest ¼ of the Northeast ¼ and the Northwest ¼ and Southwest ¼ of the Southeast ¼ of Section 11, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibits A-2 through J-2 attached hereto (the "Easement Area")

- 1 That said Facilities not including any open swale/ditch 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, including any open swale/ditch, within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns)
- 2 That in and during whatever construction, reconstruction, enlargement 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, except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings, fences, or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. 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, fence, plantings, or other improvements 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 within the Easement Area as approved by the City Engineer
- 4 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 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 City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements
- 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 0.05 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

- 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 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
- 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 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
- 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 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
- 15 This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin
- 16 That the Grantor shall submit as-built drawings of the installed facilities 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 hand and seals this

ON THIS DATE OF October 4, 2021

VH PVR, LLC

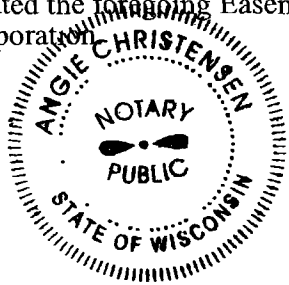
By *Chris Ehlers*
Chris Ehlers, Authorized Officer & Signatory

STATE OF WISCONSIN

SS

COUNTY OF DANE

Before me personally appeared on the 4 day of October, 2021, the above named Chris Ehlers, Authorized Officer and Signatory of VH PVR, LLC, 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 *Angie Christensen*
My commission expires 5/1/2024

CITY OF FRANKLIN

By _____
Stephen R. Olson, Mayor

By _____
Sandra L. Wesolowski, City Clerk

STATE OF _____

SS

COUNTY OF _____

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

Notary Public
My commission expires _____

Exhibit A

(Description of the Property)

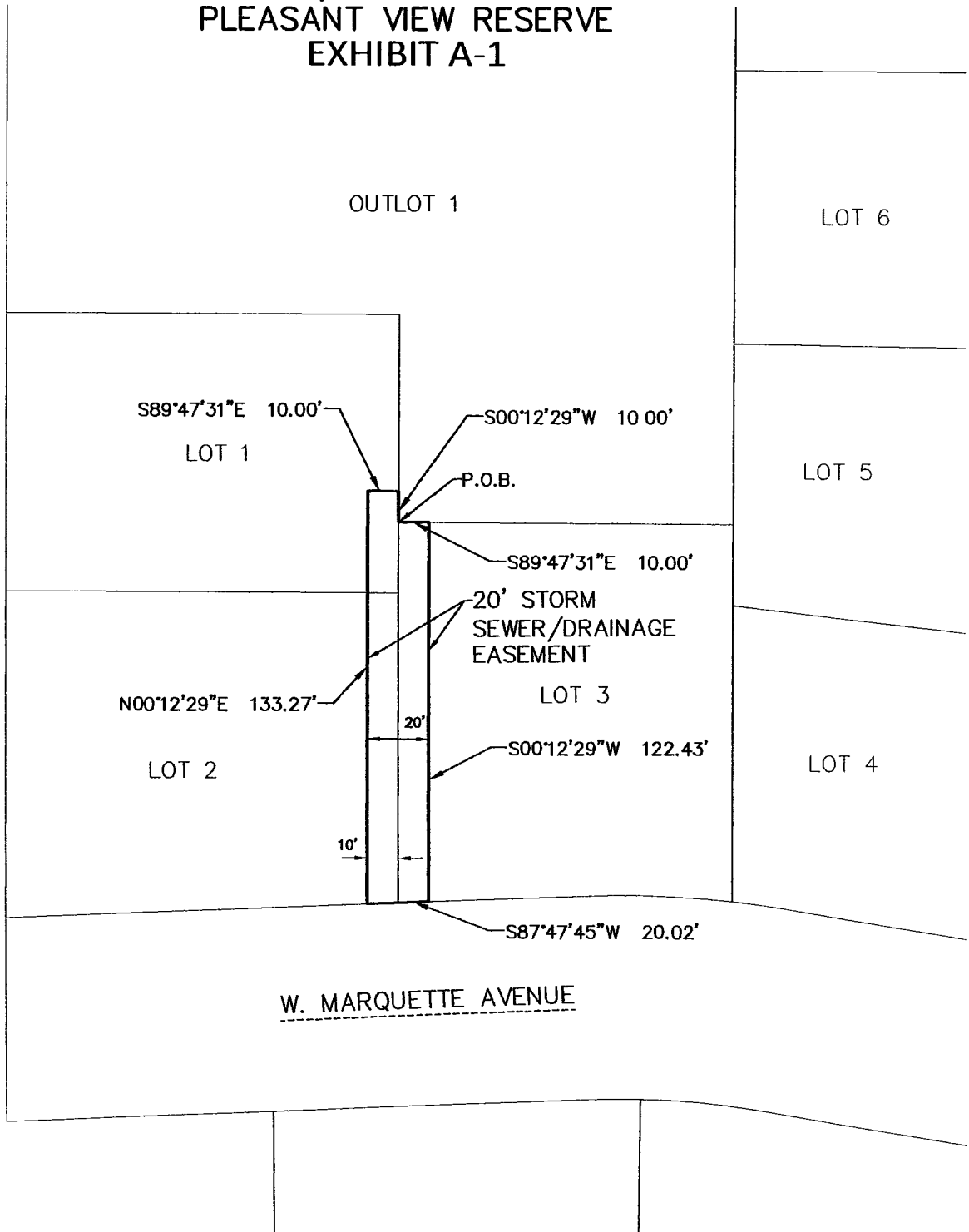
Lot 2 of Certified Survey Map No 9283, recorded in the Register of Deeds office for Milwaukee County on December 21, 2020, as Document No 11059192 and part of the Southwest 1/4 of the Northeast 1/4, and part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 all being part of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows

Commencing at the Northwest corner of said Northeast 1/4, thence South 00°-13'-19" West along the West line of said Northeast 1/4, a distance of 1,632 94 feet to the Westerly extension of the North line of said Lot 2, thence North 87°-53'-21" East along said Westerly extension, a distance of 399 80 feet to the Northwest corner of said Lot 2, said point being the point of beginning, thence continuing North 87°-53'-21" East along the North line of said Lot 2, a distance of 219 41 feet to the Northeast corner of said Lot 2, thence South 00°-04'-31" West along an East line of said Lot 2, a distance of 520 23 feet to an East corner of said Lot 2, thence North 88°-00'-40" East along an East line of said Lot 2, a distance of 189 44 feet to an East corner of said Lot 2, thence South 00°-04'-49" West along an East line of said Lot 2, a distance of 307 68 feet to an East corner of said Lot 2, thence South 88°-00'-17" West along an East line of said Lot 2, a distance of 170 11 feet to an East corner of said Lot 2, thence South 00°-04'-49" West along an East line of said Lot 2, a distance of 170 00 feet to the Southeast corner of said Lot 2, thence North 87°-47'-45" East along the South line of Lot 1 of said Certified Survey Map No 9283 and its Easterly extension, a distance of 228 00 feet to the Northwest corner of W Marquette Avenue per Document No 10277005, thence South 00°-00'-32" West along the West line of said W Marquette Avenue, a distance of 66 05 feet to the Southwest corner of said W Marquette Avenue, thence North 87°-47'-45" East along the South line of said W Marquette Avenue, a distance of 439 96 feet to the East line of the West 1/2 of said Southeast 1/4, thence South 00°-00'-32" West along said East line, a distance of 1,524 14 feet to the Northeast corner of Lot 3 of Evergreen Park Estates Subdivision recorded in the Milwaukee County Register of Deeds Office as Document No 10794434, thence North 89°-59'-23" West, along the North line of said Lot 3 and Lot 2 of said Evergreen Park Estates Subdivision, a distance of 284 43 feet to the Northwest corner of said Lot 2, thence South 28°-40'-55" West along a West line of said Lot 2, a distance of 52 52 feet, thence South 33°-23'-34" East along a West line of said Lot 2, a distance of 106 91 feet, thence South 02°-29'-08" West along a West line of said Lot 2, a distance of 47 59 feet, thence South 33°-22'-37" West along a West line of said Lot 2, a distance of 14 34 feet; thence South 14°-39'-42" East along a West line of said Lot 2, a distance of 42 52 feet, thence South 03°-02'-10" East along a West line of said Lot 2, a distance of 40 92 feet, thence South 08°-16'-02" East along a West line of said Lot 2, a distance of 22 47 feet, thence South 13°-35'-17" East along a West line of said Lot 2, a distance of 58 10 feet, thence South 00°-43'-09" West along a West line of said Lot 2, a distance of 23 67 feet to the Southwest corner of said Lot 2, said point being on the Northerly right-of-way line of W Evergreen Street per Document No 10277006, thence South 48°-39'-12" West along said Northerly line, a distance of 20 63 feet, thence Southwesterly 81 30 feet along said Northerly line on a curve to the right having a radius of 120 00 feet, the chord of said curve bears South 68°-03'-40" West, a chord distance of 79 75 feet, thence South 87°-28'-07" West along said Northerly line, a distance of 26 62 feet to the Southeast corner of Lot 1 of said Evergreen Park Estates Subdivision, thence North 42°-34'-39" West along an East line of said Lot 1, a distance of 18 29 feet, thence North 23°-44'-07" West along an East line of said Lot 1, a distance of 36 85 feet, thence North 10°-01'-38" East along an East line of said Lot 1, a distance of 82 25 feet, thence North 01°-46'-47" East along an East line of said Lot 1, a distance of 50 69 feet, thence North 16°-50'-05" West along an East line of said Lot 1, a distance of 56 98 feet to the Northeast corner of said Lot 1, thence North 89°-59'-25" West along the North line of said Lot 1, a distance of 131 33 feet to the Northwest corner of said

Lot 1, thence North 00°-00'-35" East along the East line of Certified Survey Map No 6725, recorded in the Milwaukee County Register of Deeds Office as Document No 07815329, and its Northerly extension, a distance of 1,261 67 feet to the South line of the North 15 acres of the West 1/2 of said Southeast 1/4, thence South 87°-47'-45" West along said South line, a distance of 802 91 feet to the West line of said Southeast 1/4, thence North 00°-04'-46" East along said West line, a distance of 231 83 feet to the Westerly extension of the South line of CSM No 685, recorded in the Milwaukee County Register of Deeds Office as Document No 4320511, thence North 87°-47'-45" East along said South line and its Westerly extension, a distance of 227 00 feet to the Southeast corner of said CSM No 685, thence North 00°-04'-46" East along the East line of said CSM No 685, a distance of 120 00 feet to the Northeast corner of said CSM No 685, thence South 87°-47'-45" West along the North line of said CSM No 685, a distance of 79 42 feet to the Southeast corner of lands described per Document No 10309610, thence North 00°-04'-46" East along the East line of said lands, a distance of 147 58 feet to the South line of Lot 2 of said CSM No 9283, thence South 87°-47'-45" West along said South line, a distance of 87 70 feet to the Southwest corner of said Lot 2, thence North 00°-13'-19" East along said West line, a distance of 498 77 feet to a West corner of said Lot 2; thence North 87°-51'-32" East along a West line of said Lot 2, a distance of 238 67 feet to a West corner of said Lot 2, thence North 00°-16'-02" East along a West line of said Lot 2, a distance of 368.16 feet to a West corner of said Lot 2, thence North 87°-47'-56" East along a West line of said Lot 2, a distance of 100 87 feet to a West corner of said Lot 2, thence North 00°-16'-20" East along a West line of said Lot 2, a distance of 15 03 feet, thence North 16°-48'-41" West, a distance of 82 56 feet, thence Northwesterly 37 20 feet along a curve to the right having a radius of 130 00 feet, the chord of said curve bears North 08°-37'-00" West, a chord distance of 37 07 feet to the Westerly extension of the North line of said Lot 2; thence North 87°-53'-21" East along said Westerly extension, a distance of 30 01 feet to the point of beginning and containing 38 660 acres (1,684,031 sq ft) of land more or less

STORM SEWER/DRAINAGE EASEMENT A PLEASANT VIEW RESERVE EXHIBIT A-1

S. 51ST STREET



1' = 50'





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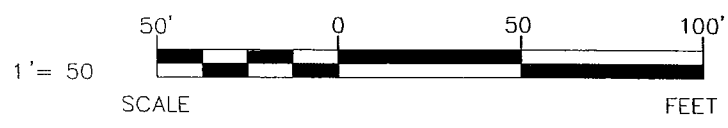
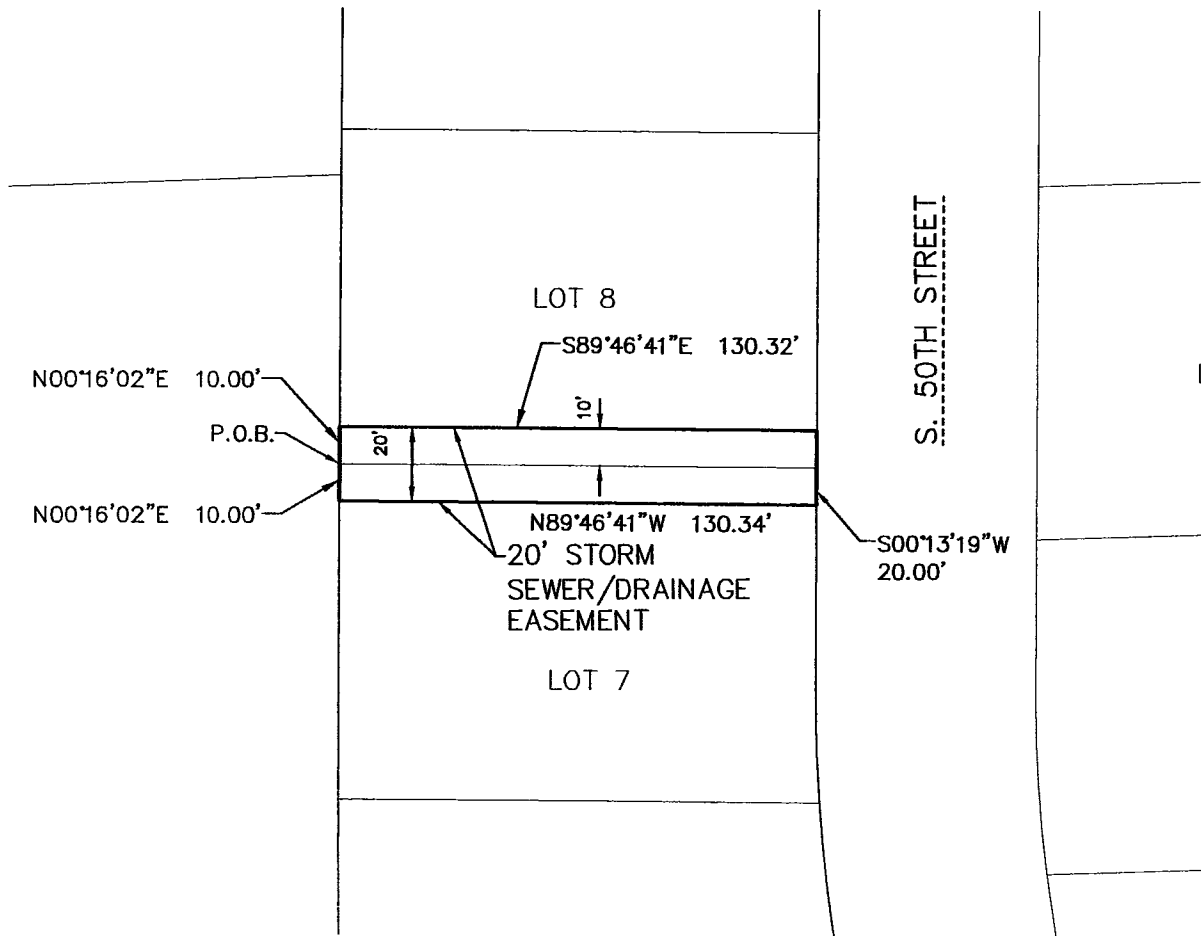
**STORM SEWER/DRAINAGE EASEMENT A
PLEASANT VIEW RESERVE
EXHIBIT A—2**

LEGAL DESCRIPTION OF STORM SEWER/DRAINAGE EASEMENT A:

A Storm Sewer/Drainage Easement being a part of Lots 1, 2, and 3 of Pleasant View Reserve Subdivision, located in the Southwest 1/4 of the Northeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows

Beginning at the Northwest corner of said Lot 3; thence South 89°-47'-31" East along the North line of said Lot 3, a distance of 10 00 feet; thence South 00°-12'-29" West, a distance of 122 43 feet to the South line of said Lot 3; thence South 87°-47'-45" West along said South line and the South line of said Lot 2, a distance of 20 02 feet, thence North 00°-12'-29" East, a distance of 133 27 feet; thence South 89°-47'-31" East, a distance of 10 00 feet to the East line of said Lot 1; thence South 00°-12'-29" West along said East line, a distance of 10 00 feet to the point of beginning

STORM SEWER/DRAINAGE EASEMENT B PLEASANT VIEW RESERVE EXHIBIT B-1





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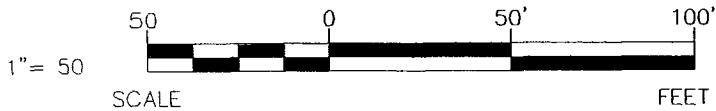
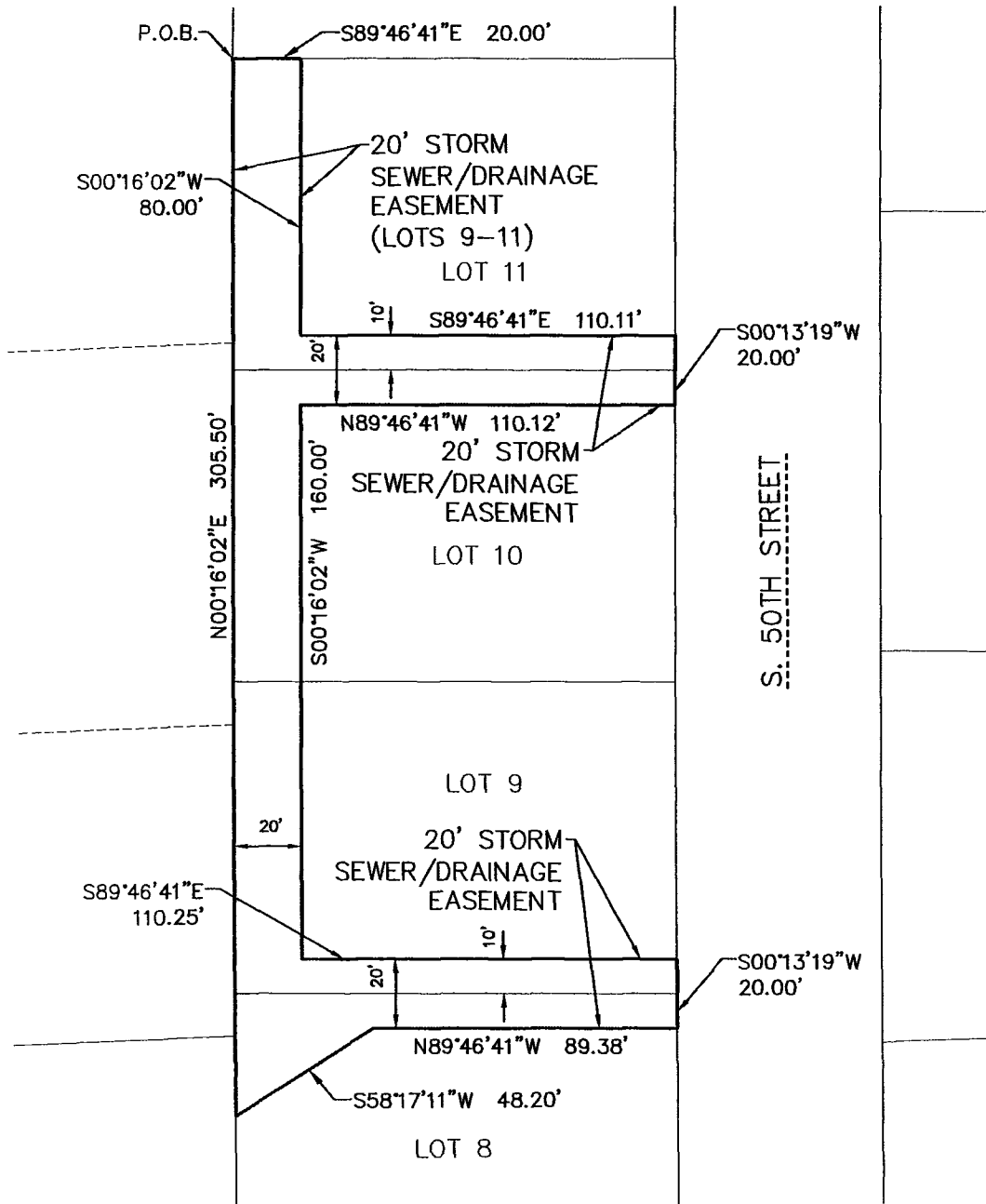
**STORM SEWER/DRAINAGE EASEMENT B
PLEASANT VIEW RESERVE
EXHIBIT B-2**

LEGAL DESCRIPTION OF STORM/DRAINAGE EASEMENT B:

A Storm Sewer/Drainage Easement being a part of Lots 7 and 8 of Pleasant View Reserve Subdivision, located in the Southwest 1/4 of the Northeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows

Beginning at the Southwest corner of said Lot 8; thence North 00°-16'-02" East along the West line of said Lot 8, a distance of 10 00 feet, thence South 89°-46'-41" East, a distance of 130 32 feet to the East line of said Lot 8, thence South 00°-13'-19" West along said East line and the East line of said Lot 7, a distance of 20 00 feet, thence North 89°-46'-41" West, a distance of 130 34 feet to the West line of said Lot 7, thence North 00°-16'-02" East along said West line, a distance of 10.00 feet to the point of beginning

STORM SEWER/DRAINAGE EASEMENT C PLEASANT VIEW RESERVE EXHIBIT C-1





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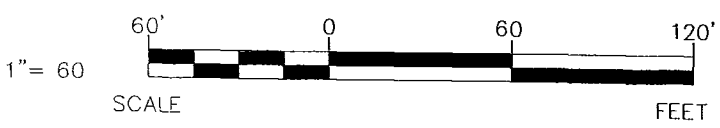
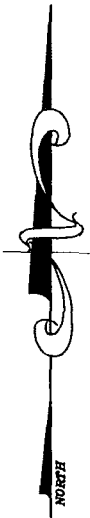
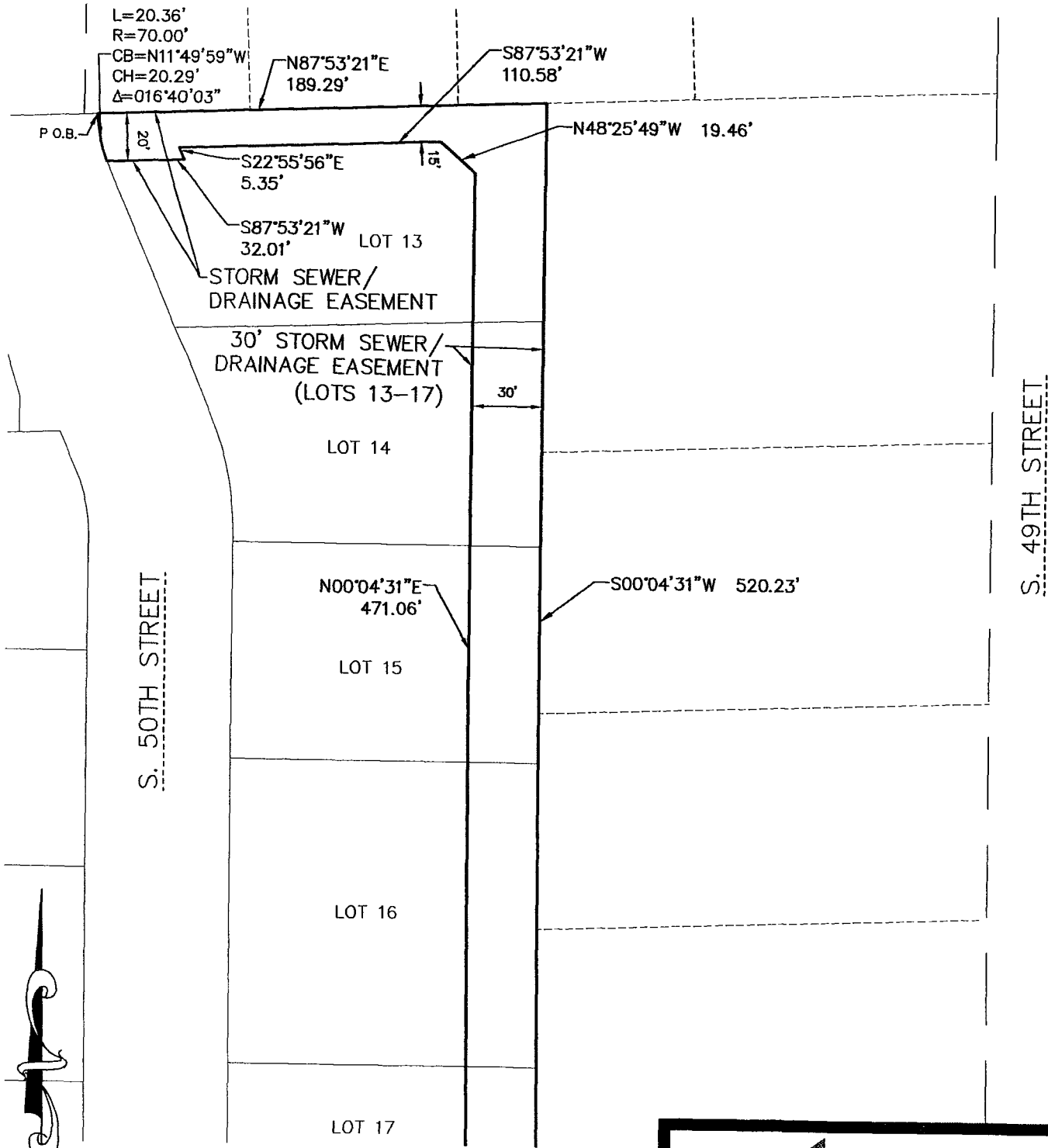
STORM SEWER/DRAINAGE EASEMENT C
PLEASANT VIEW RESERVE
EXHIBIT C-2

LEGAL DESCRIPTION OF STROM/DRAINAGE EASEMENT C:

A Storm Sewer/Drainage Easement being a part of Lots 8, 9, 10 and 11 of Pleasant View Reserve Subdivision, located in the Southwest 1/4 of the Northeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows

Beginning at the Northwest corner of said Lot 11; thence South 89°-46'-41" East along the North line of said Lot 11, a distance of 20 00 feet, thence South 00°-16'-02" West, a distance of 80 00 feet; thence South 89°-46'-41" East, a distance of 110 11 feet to the East line of said Lot 11, thence South 00°-13'-19" West along said East line and the East line of said Lot 10 , a distance of 20 00 feet; thence North 89°-46'-41" West, a distance of 110 12 feet, thence South 00°-16'-02" West, a distance of 160 00 feet; thence South 89°-46'-41" East, a distance of 110.25 feet to the East line of said Lot 9, thence South 00°-13'-19" West along said East line and the East line of said Lot 8, a distance of 20 00 feet, thence North 89°-46'-41" West, a distance of 89 38 feet; thence South 58°-17'-11" West, a distance of 48 20 feet to the West line of said Lot 8, thence North 00°-16'-02" East along said West line and the West line of said Lots 9, 10 and 11, a distance of 305 50 feet to the point of beginning

STORM SEWER/DRAINAGE EASEMENT D (NORTH) PLEASANT VIEW RESERVE EXHIBIT D-1





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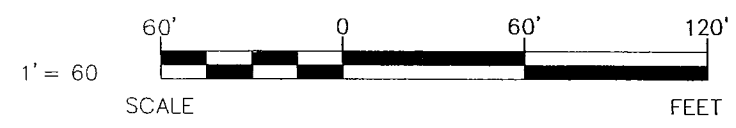
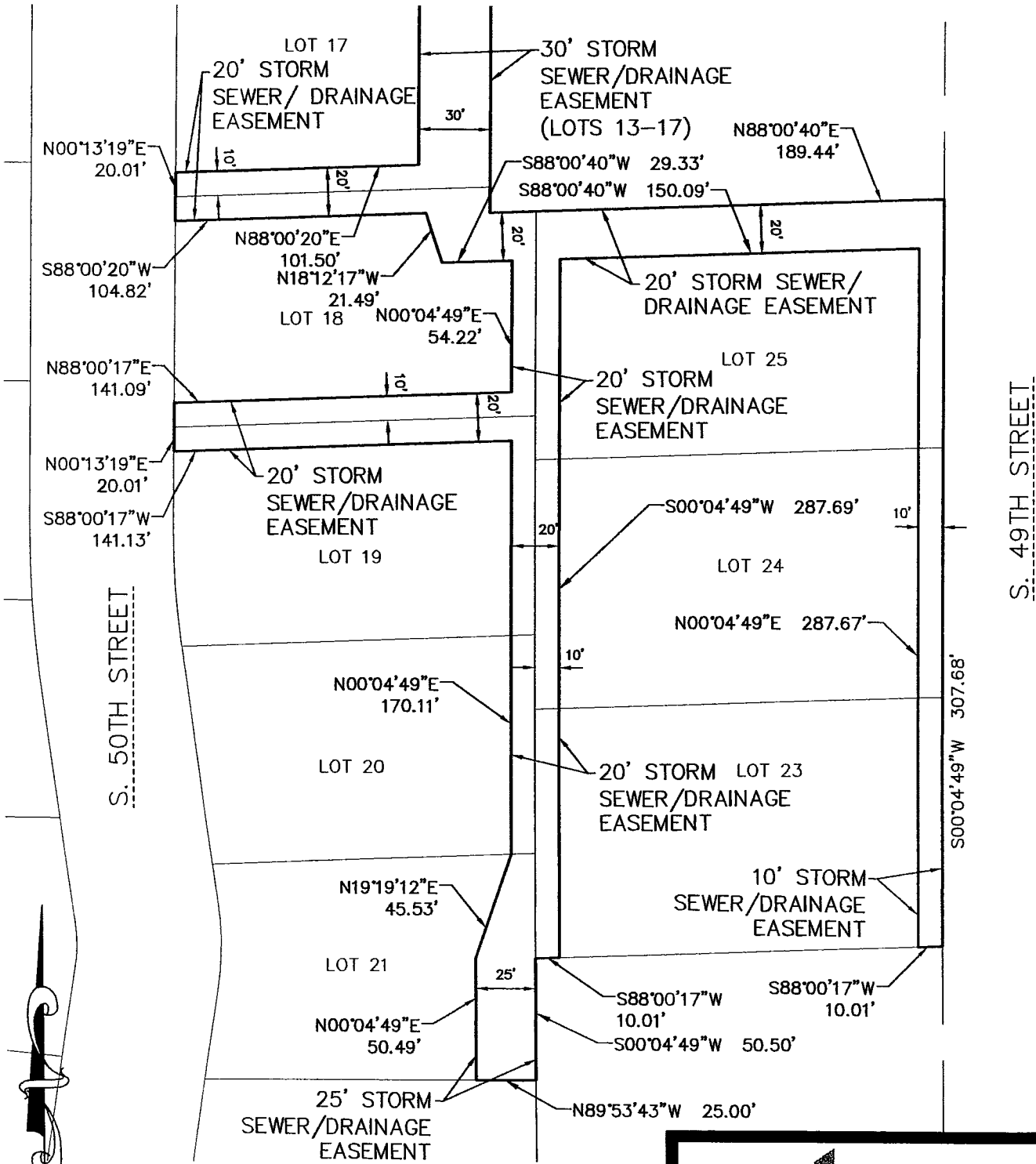
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STORM SEWER/DRAINAGE EASEMENT D (SOUTH) PLEASANT VIEW RESERVE EXHIBIT D-2



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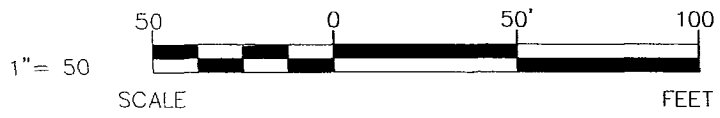
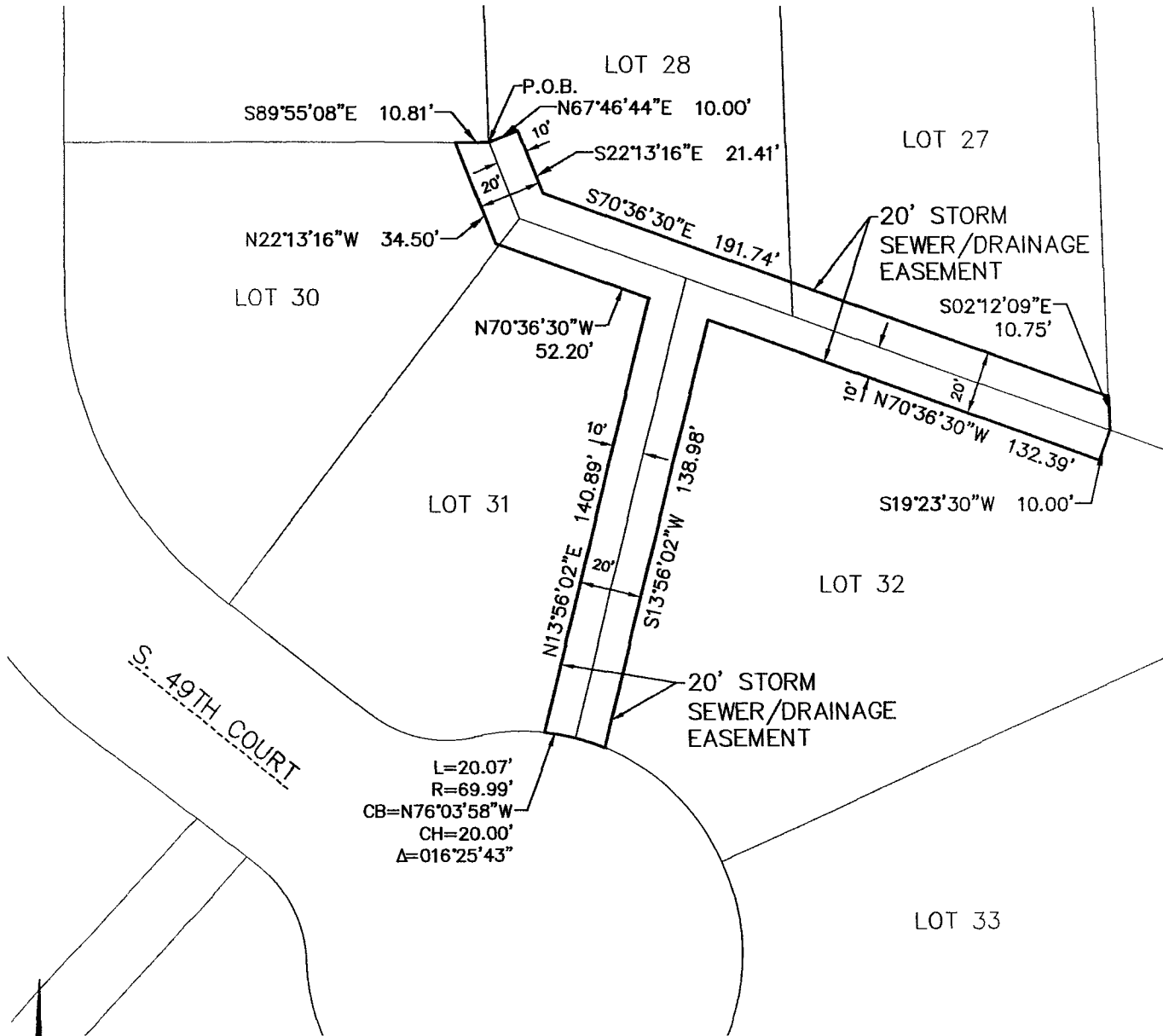
STORM SEWER/DRAINAGE EASEMENT D
PLEASANT VIEW RESERVE
EXHIBIT D-2

LEGAL DESCRIPTION OF STORM/DRAINAGE EASEMENT D:

A Storm Sewer/Drainage Easement being a part of Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24 and 25 of Pleasant View Reserve Subdivision, located in the Southwest 1/4 of the Northeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows

Beginning at the Northwest corner of said Lot 13, thence North 87°-53'-21" East along the North line of said Lot 13, a distance of 189.29 feet to the East line of said Lot 13, thence South 00°-04'-31" West along said East line of said Lots 13, 14, 15, 16 and 17, a distance of 520 23 feet to the Westerly extension of the North line of said Lot 25, thence North 88°-00'-40" East along said Westerly extension and said North line, a distance of 189.44 feet to the East line of said Lot 25; thence South 00°-04'-49" West along the East line of said Lots 25, 24 and 23, a distance of 307 68 feet to the South line of said Lot 23, thence South 88°-00'-17" West along said South line, a distance of 10.01 feet, thence North 00°-04'-49" East, a distance of 287 67 feet, thence South 88°-00'-40" West, a distance of 150 09 feet, thence South 00°-04'-49" West, a distance of 287 69 feet to the South line of said Lot 23, thence South 88°-00'-17" West along said South line, a distance of 10 01 feet to the East line of said Lot 21, thence South 00°-04'-49" West along said East line, a distance of 50 50 feet to the South line of said Lot 21, thence North 89°-53'-43" West along said South line, a distance of 25 00 feet, thence North 00°-04'-49" East, a distance of 50 49 feet, thence North 19°-19'-12" East, a distance of 45 53 feet, thence North 00°-04'-49" East, a distance of 170 11 feet; thence South 88°-00'-17" West, a distance of 141 13 feet to the West line of said Lot 19, thence North 00°-13'-19" East along the West line of said Lot 19 and said Lot 18, a distance of 20 01 feet, thence North 88°-00'-17" East, a distance of 141 09 feet, thence North 00°-04'-49" East, a distance of 54 22 feet, thence South 88°-00'-40" West, a distance of 29 33 feet, thence North 18°-12'-17" West, a distance of 21 49 feet, thence South 88°-00'-20" West, a distance of 104 82 feet to the West line of said Lot 18, thence North 00°-13'-19" East along the West line of said Lot 18 and said Lot 17, a distance of 20 01 feet, thence North 88°-00'-20" East, a distance of 101 50 feet, thence North 00°-04'-31" East, a distance of 471 06 feet, thence North 48°-25'-49" West, a distance of 19 46 feet, thence South 87°-53'-21" West, a distance of 110 58 feet, thence South 22°-55'-56" East, a distance of 5 35 feet, thence South 87°-53'-21" West, a distance of 32 01 feet to the West line of said Lot 13, thence Northwesterly 20 36 feet along the Westerly line of said Lot 13 on a curve to the right having a radius of 70 00 feet, the chord of said curve bears North 11°-49'-59" West, a chord distance of 20 29 feet to the point of beginning

STORM SEWER/DRAINAGE EASEMENT E PLEASANT VIEW RESERVE EXHIBIT E-1





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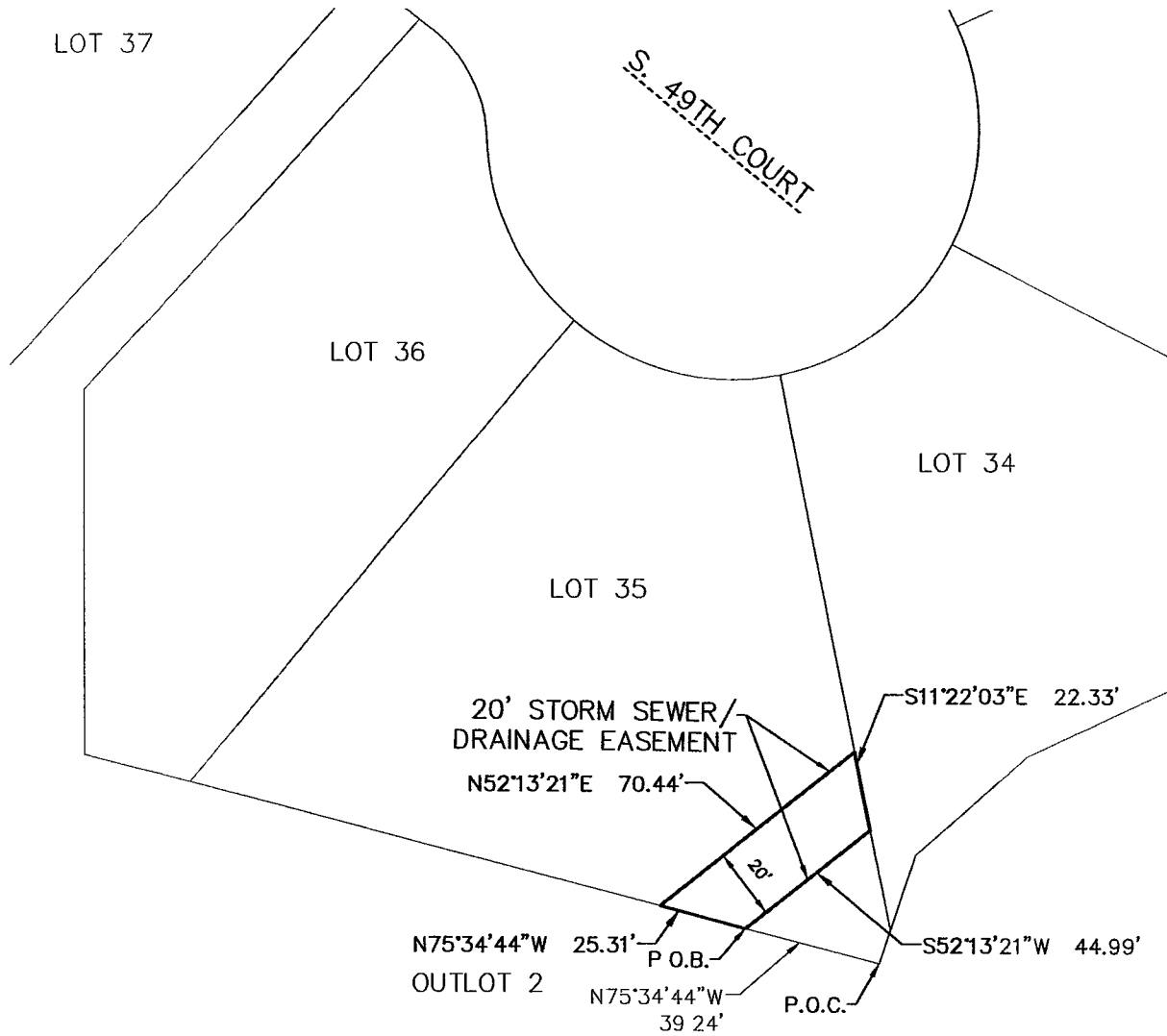
**STORM SEWER/DRAINAGE EASEMENT E
PLEASANT VIEW RESERVE
EXHIBIT E-2**

LEGAL DESCRIPTION OF STORM/DRAINAGE EASEMENT E:

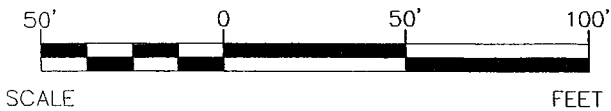
A Storm Sewer/Drainage Easement being a part of Lots 27, 28, 30, 31 and 32 of Pleasant View Reserve Subdivision, located in the Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows

Beginning at the Northeast corner of said Lot 30, thence North 67°-46'-44" East, a distance of 10.00 feet, thence South 22°-13'-16" East, a distance of 21.41 feet; thence South 70°-36'-30" East, a distance of 191.74 feet to the East line of said Lot 27; thence South 02°-12'-09" East along said East line, a distance of 10.75 feet to the South line of said Lot 27; thence South 19°-23'-30" West, a distance of 10.00 feet; thence North 70°-36'-30" West, a distance of 132.39 feet, thence South 13°-56'-02" West, a distance of 138.98 feet to the South line of said Lot 32; thence Northwesterly 20.07 feet along a Southerly line of said Lot 32 and said Lot 31 on a curve to the left having a radius of 69.99 feet, the chord of said curve bears North 76°-03'-58" West, a chord distance of 20.00 feet, thence North 13°-56'-02" East, a distance of 140.89 feet, thence North 70°-36'-30" West, a distance of 52.20 feet, thence North 22°-13'-16" West, a distance of 34.50 feet to the North line of said Lot 30, thence South 89°-55'-08" East along said North line, a distance of 10.81 feet to the point of beginning

STORM SEWER/DRAINAGE EASEMENT F
 PLEASANT VIEW RESERVE
 EXHIBIT F-1



1" = 50'





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JOB NO. 2044840

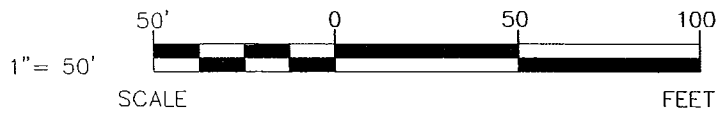
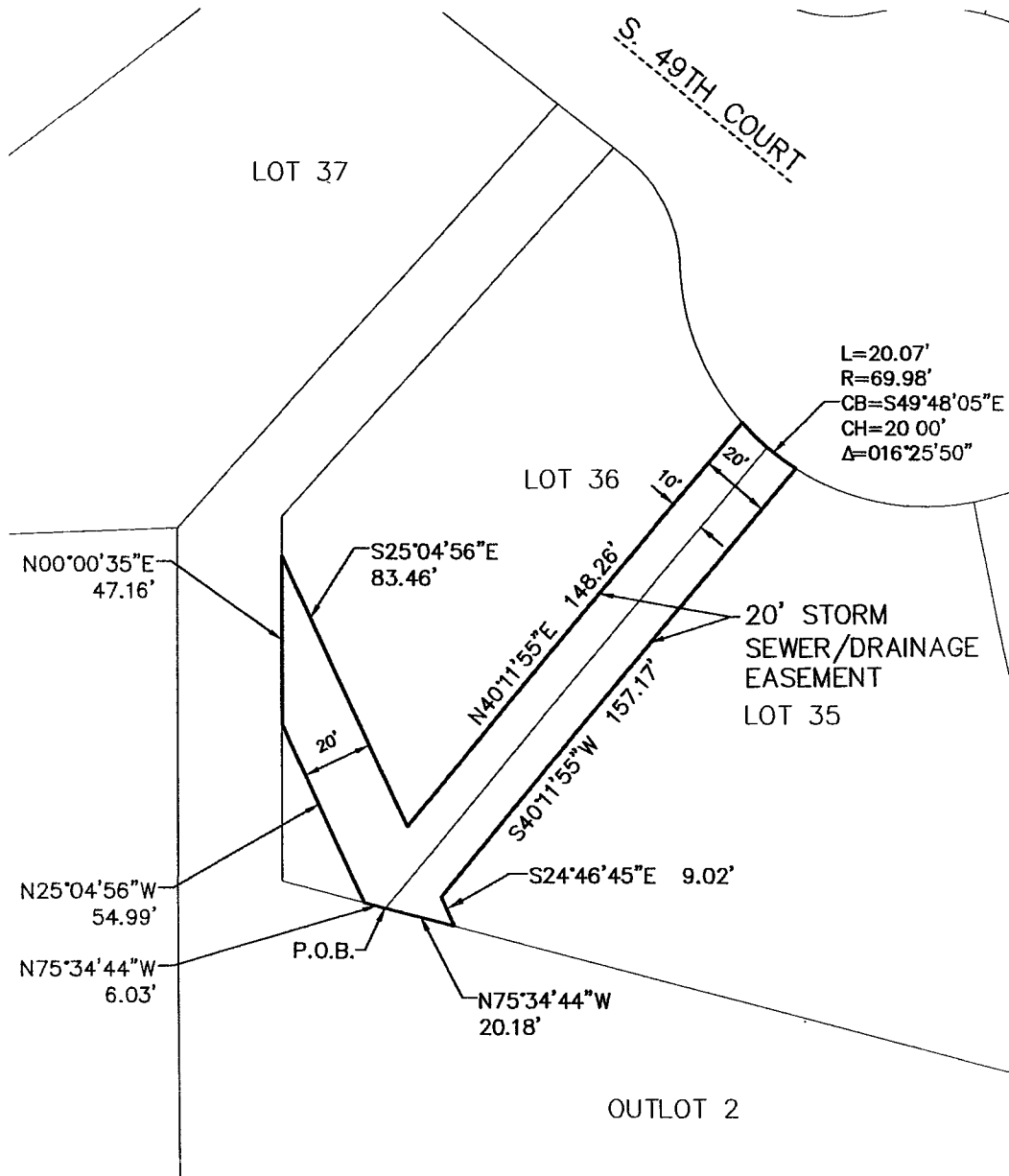
**STORM SEWER/DRAINAGE EASEMENT F
PLEASANT VIEW RESERVE
EXHIBIT F-2**

LEGAL DESCRIPTION OF STORM/DRAINAGE EASEMENT F:

A Storm Sewer/Drainage Easement being a part of Lot 35 of Pleasant View Reserve Subdivision, located in the Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Commencing at the Southerly most corner of said Lot 35; thence North 75°-34'-44" West along the South line of said Lot 35, a distance of 39 24 feet to the point of beginning, thence continuing North 75°-34'-44" West along said South line, a distance of 25.31 feet, thence North 52°-13'-21" East, a distance of 70.44 feet to the East line of said Lot 35, thence South 11°-22'-03" East along said East line, a distance of 22.33 feet, thence South 52°-13'-21" West, a distance of 44 99 feet to the point of beginning

STORM SEWER/DRAINAGE EASEMENT G
 PLEASANT VIEW RESERVE
 EXHIBIT G-1





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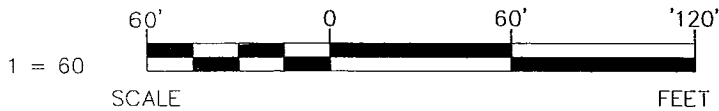
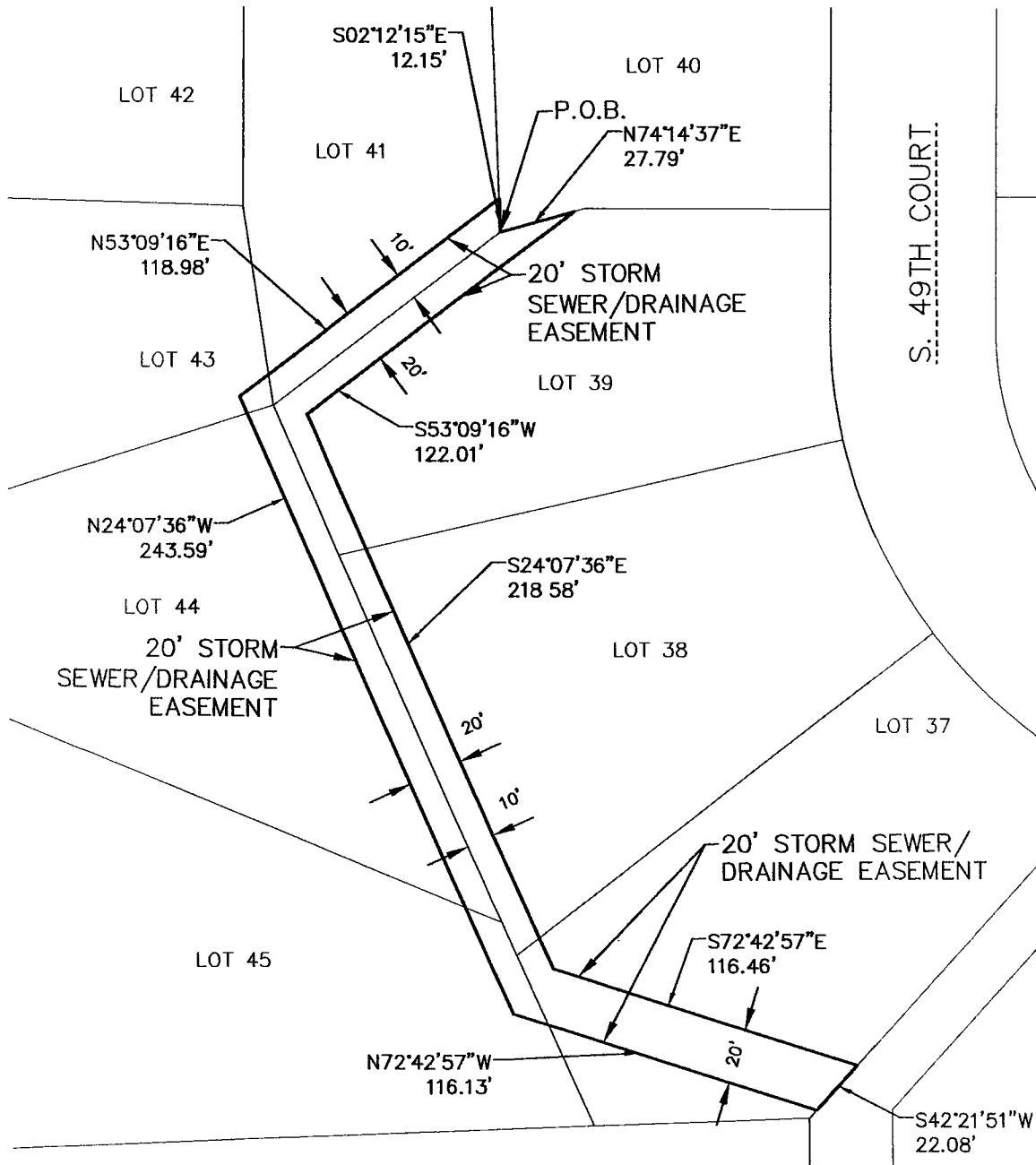
**STORM SEWER/DRAINAGE EASEMENT G
PLEASANT VIEW RESERVE
EXHIBIT G-2**

LEGAL DESCRIPTION OF STORM/DRAINAGE EASEMENT G:

A Storm Sewer/Drainage Easement being a part of Lots 35 and 36 of Pleasant View Reserve Subdivision, located in the Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows

Beginning at the Southeast corner of said Lot 36, thence North 75°-34'-44" West along the South line of said Lot 36, a distance of 6 03 feet, thence North 25°-04'-56" West, a distance of 54 99 feet to a West line of said Lot 36, thence North 00°-00'-35" East along said West line, a distance of 47 16 feet, thence South 25°-04'-56" East, a distance of 83 46 feet; thence North 40°-11'-55" East, a distance of 148 26 feet to the North line of said Lot 36, thence Southeasterly 20 07 feet along the Northerly line of said Lot 36 and said Lot 35 on a curve to the left having a radius of 69 98 feet, the chord of said curve bears South 49°-48'-05" East, a chord distance of 20 00 feet; thence South 40°-11'-55" West, a distance of 157 17 feet, thence South 24°-46'-45" East, a distance of 9 02 feet to the South line of said Lot 35, thence North 75°-34'-44" West along said South line, a distance of 20 18 feet to the point of beginning

STORM SEWER/DRAINAGE EASEMENT H PLEASANT VIEW RESERVE EXHIBIT H-1





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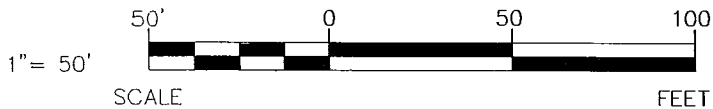
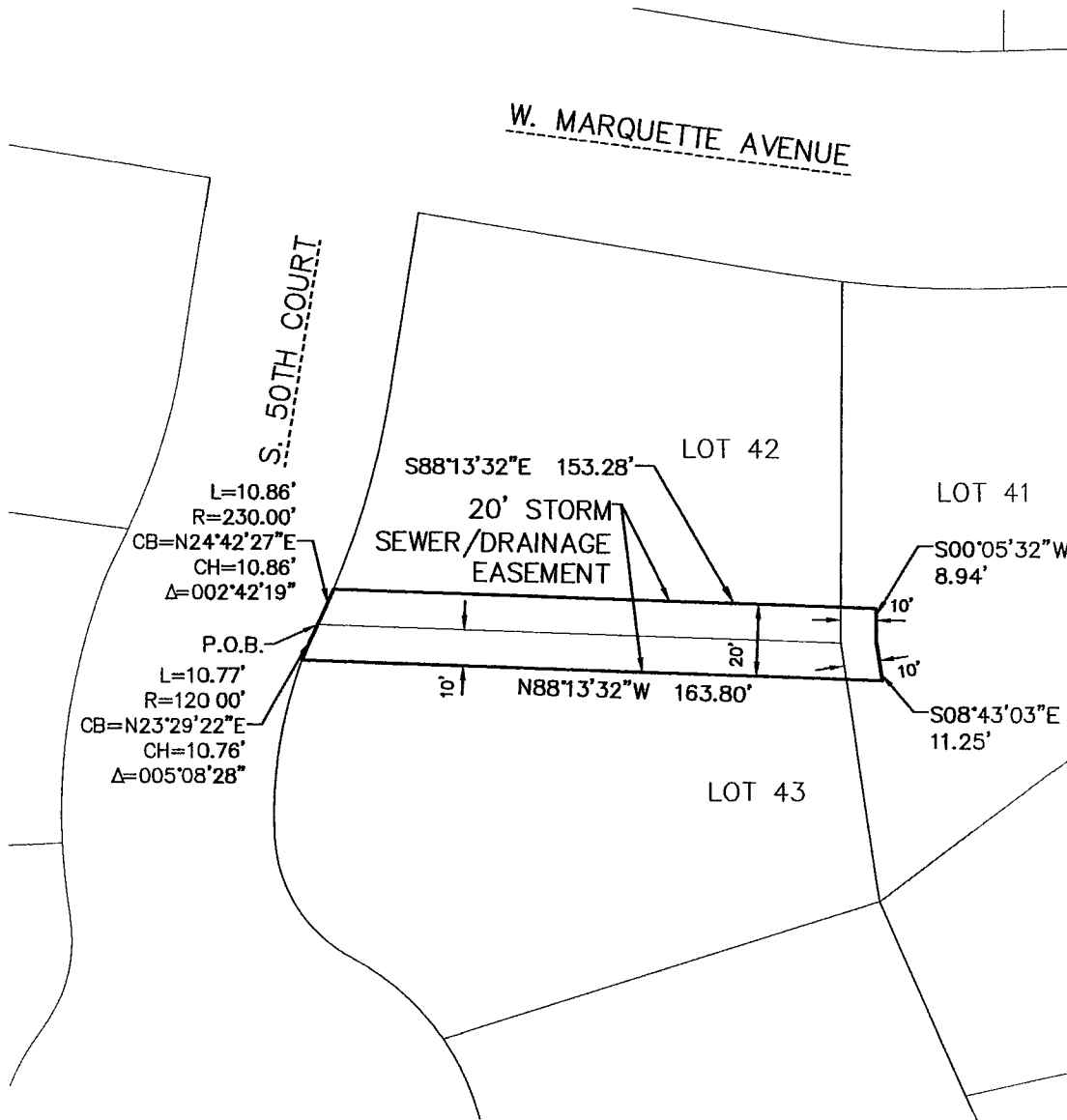
**STORM SEWER/DRAINAGE EASEMENT H
PLEASANT VIEW RESERVE
EXHIBIT H-2**

LEGAL DESCRIPTION OF STORM/DRAINAGE EASEMENT H:

A Storm Sewer/Drainage Easement being a part of Lots 37, 38, 39, 41, 43, 44 and 45 of Pleasant View Reserve Subdivision, located in the Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows

Beginning at the Southeast corner of said Lot 41, thence North 74°-14'-37" East along a North line of said Lot 39, a distance of 27 79 feet, thence South 53°-09'-16" West, a distance of 122 01 feet, thence South 24°-07'-36" East, a distance of 218 58 feet, thence South 72°-42'-57" East, a distance of 116 46 feet to the East line of said Lot 37; thence South 42°-21'-51" West along said East line, a distance of 22 08 feet, thence North 72°-42'-57" West, a distance of 116 13 feet, thence North 24°-07'-36" West, a distance of 243 59 feet, thence North 53°-09'-16" East, a distance of 118 98 feet to the East line of said Lot 41, thence South 02°-12'-15" East along said East line, a distance of 12 15 feet to the point of beginning

STORM SEWER/DRAINAGE EASEMENT I PLEASANT VIEW RESERVE EXHIBIT I-1





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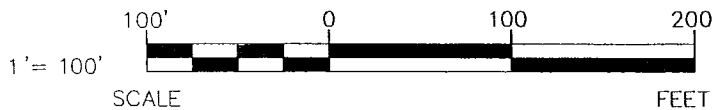
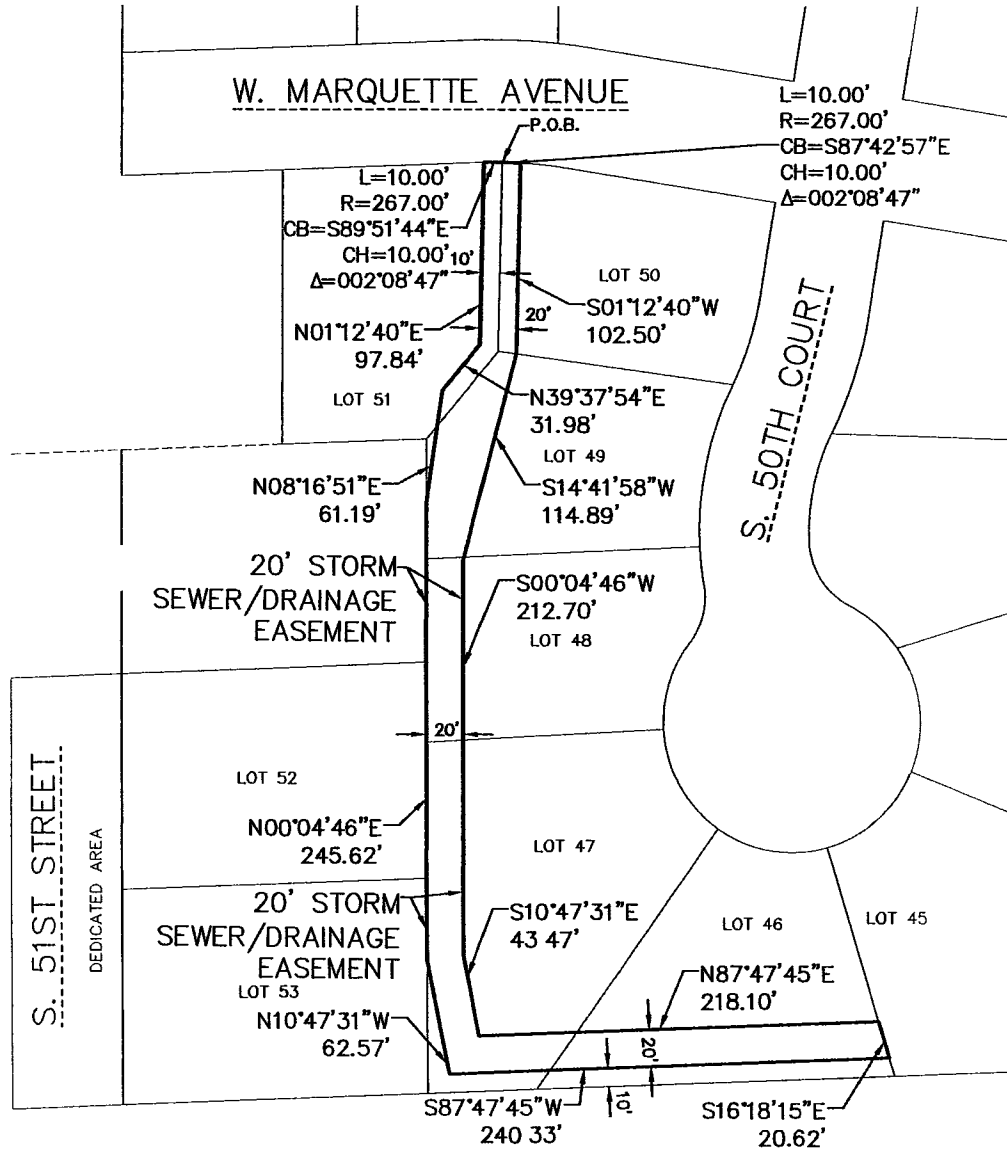
**STORM SEWER/DRAINAGE EASEMENT I
PLEASANT VIEW RESERVE
EXHIBIT 1-2**

LEGAL DESCRIPTION OF STORM/DRAINAGE EASEMENT I:

A Storm Sewer/Drainage Easement being a part of Lots 41, 42, and 43 of Pleasant View Reserve Subdivision, located in the Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows.

Beginning at the Southwest corner of said Lot 42, thence Northeasterly 10 86 feet along a Westerly line of said Lot 42 on a curve to the left having a radius of 230 00 feet, the chord of said curve bears North 24°-42'-27" East, a chord distance of 10 86 feet, thence South 88°-13'-32" East, a distance of 153 28 feet; thence South 00°-05'-32" West, a distance of 8 94 feet, thence South 08°-43'-03" East, a distance of 11 25 feet, thence North 88°-13'-32" West, a distance of 163 80 feet to a Westerly line of said Lot 43, thence Northeasterly 10 77 feet along said Westerly line on a curve to the right having a radius of 120 00 feet, the chord of said curve bears North 23°-29'-22" East, a chord distance of 10 76 feet to the point of beginning

STORM SEWER/DRAINAGE EASEMENT J PLEASANT VIEW RESERVE EXHIBIT J-1





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JOB NO. 2044840

STORM SEWER/DRAINAGE EASEMENT J
PLEASANT VIEW RESERVE
EXHIBIT J-2

LEGAL DESCRIPTION OF STORM/DRAINAGE EASEMENT J:

A Storm Sewer/Drainage Easement being a part of Lots 46, 47, 48, 49, 50 and 51 of Pleasant View Reserve Subdivision, located in the Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows

Beginning at the Northwest corner of said Lot 50; thence Southeasterly 10 00 feet along a Northerly line of said Lot 50 on a curve to the right having a radius of 267 00 feet, the chord of said curve bears South 87°-42'-57" East, a chord distance of 10 00 feet, thence South 01°-12'-40" West, a distance of 102 50 feet, thence South 14°-41'-58" West, a distance of 114 89 feet; thence South 00°-04'-46" West, a distance of 212 70 feet, thence South 10°-47'-31" East, a distance of 43 47 feet; thence North 87°-47'-45" East, a distance of 218 10 feet to the East line of said Lot 46, thence South 16°-18'-15" East along said East line, a distance of 20 62 feet; thence South 87°-47'-45" West, a distance of 240.33 feet; thence North 10°-47'-31" West, a distance of 62 57 feet to the West line of said Lot 47, thence North 00°-04'-46" East along said West line and the West line of said Lot 48 and said Lot 49, a distance of 245 62 feet; thence North 08°-16'-51" East, a distance of 61 19 feet, thence North 39°-37'-54" East, a distance of 31 98 feet, thence North 01°-12'-40" East, a distance of 97 84 feet to the North line of said Lot 51, thence Southeasterly 10 00 feet along said North line on a curve to the right having a radius of 267 00 feet, the chord of said curve bears South 89°-51'-44" East, a chord distance of 10 00 feet to the point of beginning

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COMMON COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 10/19/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT IN PLEASANT VIEW RESERVE SUBDIVISION AT APPROXIMATELY SOUTH 51ST ST. AND W. MARQUETTE AVE.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.6.</p>

BACKGROUND

The City desires to have a recreational path for the benefit of the public for walking, jogging, bicycling, and other non-motorized outdoor activities in Pleasant View Reserve Subdivision.

The City will have the right to build and construct and operate, maintain, repair, reconstruct and inspect (but not to enlarge or relocate) said path.

The trail will be located at approximately S. 51st Street and W. Marquette Avenue.

ANALYSIS

VH PVR, LLC, recognizing the public benefit to this path, has granted easement rights to the City to install, maintain and operate this pedestrian access and bicycle path.

OPTIONS

Accept the easement
or deny

FISCAL NOTE

The construction and installation will be made by the City at City's expense

RECOMMENDATION

Motion to adopt Resolution No. 2021 - _____, a resolution authorizing certain officials to accept a Pedestrian Access and Bicycle Path Easement in Pleasant View Reserve Subdivision located at approximately South 51st Street and W. Marquette Avenue.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

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

WHEREAS, an easement is required to install, maintain and operate a Pedestrian Access and Bicycle Path in Pleasant View Reserve Subdivision; and

WHEREAS, VH PVR, LLC has agreed to grant the City this easement.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2021, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT

Pleasant View Reserve Subdivision
At approximately South 51st St. and Marquette Ave

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

WITNESSETH

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

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

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

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, and the payment of One Dollar (\$1 00) and other valuable consideration to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual easement on that part of the Southwest ¼ of the Northeast ¼ and the Northwest ¼ and Southwest ¼ of the Southeast ¼ of Section 11, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit K attached hereto (the "Easement Area")

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

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

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

ON THIS DATE OF October 4, 2021

VH PVR, LLC

By Chris Ehlers
Chris Ehlers, Authorized Signatory

By _____

CITY OF FRANKLIN

By _____
Stephen R. Olson, Mayor

By _____
Sandra L. Wesolowski, City Clerk

STATE OF Wisconsin ss

COUNTY OF Dane

Before me personally appeared on the 4 day of October, 2021, the above named Chris Ehlers, Authorized Officer and Signatory of VH PVR, LLC, 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.



Angie Christensen
NOTARY PUBLIC
My commission expires 5/1/2024

STATE OF WISCONSIN)

ss
COUNTY OF MILWAUKEE)

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

Notary Public, Milwaukee County, Wisconsin

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents
Date

City Engineer

Approved as to form only
Date

City Attorney

Exhibit A

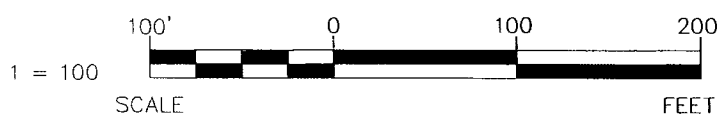
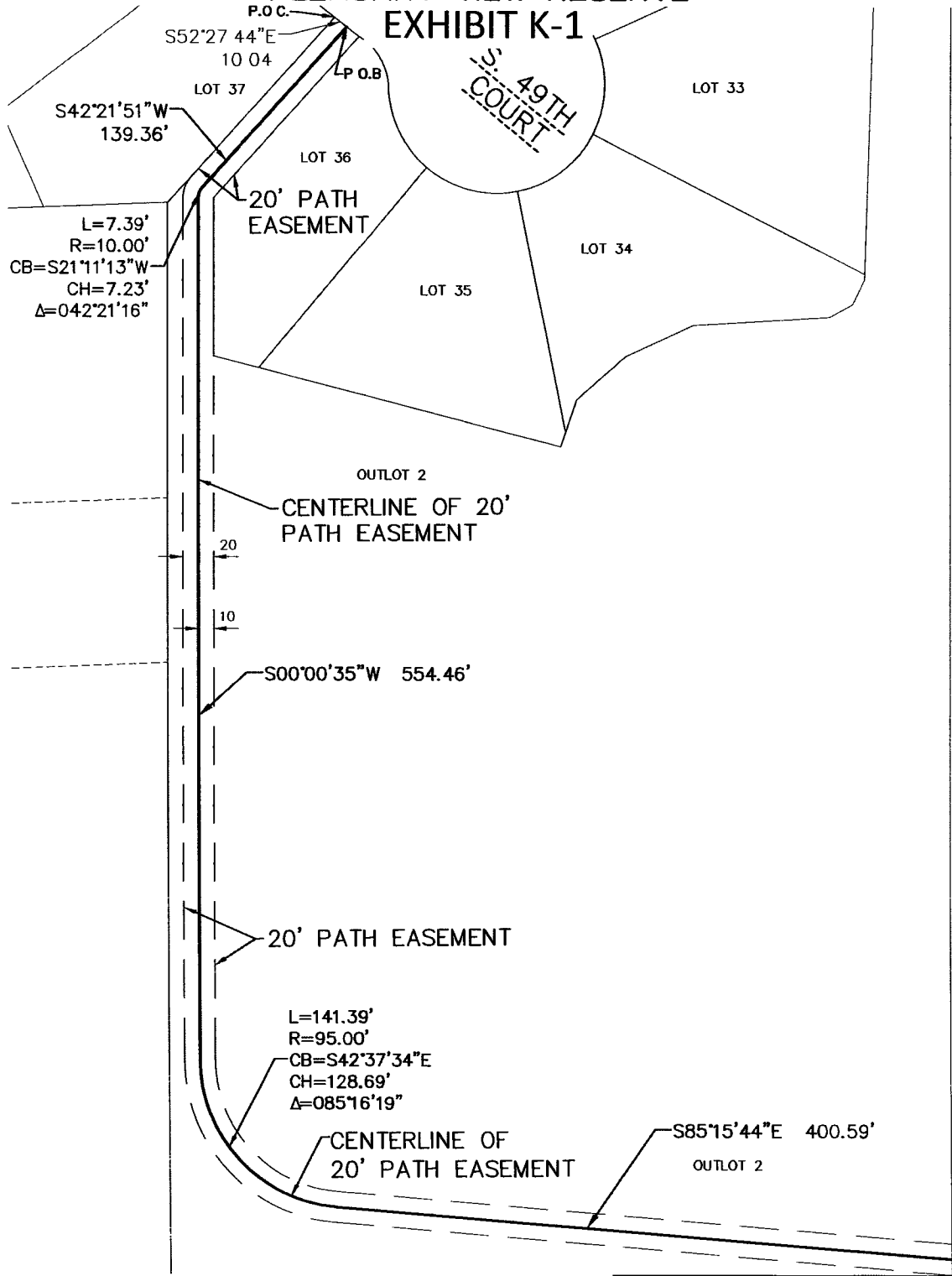
(Description of the Property)

Lot 2 of Certified Survey Map No 9283, recorded in the Register of Deeds office for Milwaukee County on December 21, 2020, as Document No 11059192 and part of the Southwest 1/4 of the Northeast 1/4, and part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 all being part of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows

Commencing at the Northwest corner of said Northeast 1/4, thence South 00°-13'-19" West along the West line of said Northeast 1/4, a distance of 1,632 94 feet to the Westerly extension of the North line of said Lot 2, thence North 87°-53'-21" East along said Westerly extension, a distance of 399 80 feet to the Northwest corner of said Lot 2, said point being the point of beginning, thence continuing North 87°-53'-21" East along the North line of said Lot 2, a distance of 219 41 feet to the Northeast corner of said Lot 2, thence South 00°-04'-31" West along an East line of said Lot 2, a distance of 520 23 feet to an East corner of said Lot 2, thence North 88°-00'-40" East along an East line of said Lot 2, a distance of 189 44 feet to an East corner of said Lot 2, thence South 00°-04'-49" West along an East line of said Lot 2, a distance of 307 68 feet to an East corner of said Lot 2, thence South 88°-00'-17" West along an East line of said Lot 2, a distance of 170 11 feet to an East corner of said Lot 2, thence South 00°-04'-49" West along an East line of said Lot 2, a distance of 170 00 feet to the Southeast corner of said Lot 2, thence North 87°-47'-45" East along the South line of Lot 1 of said Certified Survey Map No 9283 and its Easterly extension, a distance of 228 00 feet to the Northwest corner of W Marquette Avenue per Document No 10277005, thence South 00°-00'-32" West along the West line of said W Marquette Avenue, a distance of 66 05 feet to the Southwest corner of said W Marquette Avenue, thence North 87°-47'-45" East along the South line of said W Marquette Avenue, a distance of 439 96 feet to the East line of the West 1/2 of said Southeast 1/4, thence South 00°-00'-32" West along said East line, a distance of 1,524 14 feet to the Northeast corner of Lot 3 of Evergreen Park Estates Subdivision recorded in the Milwaukee County Register of Deeds Office as Document No 10794434, thence North 89°-59'-23" West, along the North line of said Lot 3 and Lot 2 of said Evergreen Park Estates Subdivision, a distance of 284 43 feet to the Northwest corner of said Lot 2, thence South 28°-40'-55" West along a West line of said Lot 2, a distance of 52 52 feet, thence South 33°-23'-34" East along a West line of said Lot 2, a distance of 106 91 feet, thence South 02°-29'-08" West along a West line of said Lot 2, a distance of 47 59 feet, thence South 33°-22'-37" West along a West line of said Lot 2, a distance of 14 34 feet, thence South 14°-39'-42" East along a West line of said Lot 2, a distance of 42 52 feet, thence South 03°-02'-10" East along a West line of said Lot 2, a distance of 40 92 feet, thence South 08°-16'-02" East along a West line of said Lot 2, a distance of 22 47 feet, thence South 13°-35'-17" East along a West line of said Lot 2, a distance of 58 10 feet, thence South 00°-43'-09" West along a West line of said Lot 2, a distance of 23 67 feet to the Southwest corner of said Lot 2, said point being on the Northerly right-of-way line of W Evergreen Street per Document No 10277006, thence South 48°-39'-12" West along said Northerly line, a distance of 20 63 feet, thence Southwesterly 81 30 feet along said Northerly line on a curve to the right having a radius of 120 00 feet, the chord of said curve bears South 68°-03'-40" West, a chord distance of 79 75 feet, thence South 87°-28'-07" West along said Northerly line, a distance of 26 62 feet to the Southeast corner of Lot 1 of said Evergreen Park Estates Subdivision, thence North 42°-34'-39" West along an East line of said Lot 1, a distance of 18 29 feet, thence North 23°-44'-07" West along an East line of said Lot 1, a distance of 36 85 feet, thence North 10°-01'-38" East along an East line of said Lot 1, a distance of 82 25 feet, thence North 01°-46'-47" East along an East line of said Lot 1, a distance of 50 69 feet, thence North 16°-50'-05" West along an East line of said Lot 1, a distance of 56 98 feet to the Northeast corner of said Lot 1, thence North 89°-59'-25" West along the North line of said Lot 1, a distance of 131 33 feet to the Northwest corner of said Lot 1, thence North 00°-00'-35" East along the East line of Certified Survey Map No 6725, recorded in the Milwaukee County Register of Deeds Office as Document No 07815329, and its Northerly extension, a distance of 1,261 67 feet to the South line of the North 15 acres of the West 1/2 of said Southeast 1/4, thence South 87°-47'-45" West along said South line, a distance of 802 91 feet to the West line of said Southeast 1/4, thence North 00°-04'-46" East along said West line, a distance of 231 83 feet to the Westerly extension of the South line of CSM No 685, recorded in the Milwaukee County Register of Deeds Office as Document No 4320511, thence North 87°-47'-45" East along said South line and its Westerly extension, a distance of 227 00 feet to the Southeast corner of said CSM No 685, thence North 00°-04'-46" East along the East line of said CSM No 685, a distance of 120 00 feet to the Northeast corner of said CSM No 685, thence South 87°-47'-45" West along the North line of said CSM No 685, a distance of 79 42 feet to the Southeast corner of lands described per Document No 10309610, thence North 00°-04'-46" East along the East line of said lands, a distance of 147 58 feet to the South line of Lot 2 of said CSM No 9283, thence South 87°-47'-45" West along said South line, a distance of 87 70 feet to the Southwest corner of said Lot 2, thence North 00°-13'-19" East along said West line, a distance of 498 77 feet to a West corner of said Lot 2, thence North 87°-51'-32" East along a West line of said Lot 2, a distance of 238 67 feet to a West corner of said Lot 2, thence North 00°-16'-02" East along a West line of said Lot 2, a distance of 368 16 feet to a West corner of said Lot 2, thence North 87°-47'-56" East along a West line of said Lot 2, a distance of 100 87 feet to a West corner of said Lot 2, thence North

00°-16'-20" East along a West line of said Lot 2, a distance of 15 03 feet, thence North 16°-48'-41" West, a distance of 82 56 feet, thence Northwesterly 37 20 feet along a curve to the right having a radius of 130 00 feet, the chord of said curve bears North 08°-37'-00" West, a chord distance of 37 07 feet to the Westerly extension of the North line of said Lot 2, thence North 87°-53'-21" East along said Westerly extension, a distance of 30 01 feet to the point of beginning and containing 38 660 acres (1,684,031 sq. ft.) of land more or less

ASPHALT PATH EASEMENT K PLEASANT VIEW RESERVE EXHIBIT K-1



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**ASPHALT PATH EASEMENT K
PLEASANT VIEW RESERVE
EXHIBIT K-2**

LEGAL DESCRIPTION OF 20' WIDE ASPHALT PATH EASEMENT K

A 20' wide Asphalt Path Easement being a part of Outlot 2 of Pleasant View Reserve Subdivision, located in the Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin. The centerline of said easement being more particularly described as follows

Commencing at the Northeast corner of Lot 37, thence South 52°-27'-44" East along a North line of said Outlot 2, a distance of 10 04 feet to the point of beginning of said centerline, thence South 42°-21'-51" West, a distance of 139 36 feet, thence Southwesterly 7 39 feet along said centerline on a curve to the left having a radius of 10 00 feet, the chord of said curve bears South 21°-11'-13" West, a chord distance of 7 23 feet, thence South 00°-00'-35" West along said centerline, a distance of 554 46 feet, thence Southeasterly 141 39 feet along said centerline on a curve to the left having a radius of 95 00 feet, the chord of said curve bears South 42°-37'-34" East, a chord distance of 128 69 feet, thence South 85°-15'-44" East along said centerline, a distance of 400 59 feet to an East line of said Outlot 2, said point being the terminus of said centerline

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<p>APPROVAL <i>Stw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE Oct 19, 2021</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE GENERAL FUND TO PROVIDE \$8,000 OF APPROPRIATIONS FOR ECONOMIC DEVELOPMENT ACTIVITIES</p>	<p>ITEM NUMBER G.7.</p>

Background

The 2021 Economic Development budget includes \$5,000 to support the Business Appreciation/Recognition event. The Economic Development Director has secured \$8,000 of local business donations in support of the event. The cost of the event is expected to exceed the 2021 appropriation. As the donations were not included in the 2021 resource budgets, staff is recommending that the event appropriations be increased by the amount of the donations.

Analysis

The unbudgeted \$8,000 donations will be more than sufficient to compensate for the added costs of the Business Appreciation/Recognition event.

Recommendation

Staff recommends the proposed budget amendment increasing donation resources and Economic Development Non-personnel appropriations by \$8,000 to support the Business Appreciation/Recognition event

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend ordinance 2020-2453, an Ordinance adopting the 2021 annual budgets for the General Fund to provide \$8,000 of appropriations for economic development activities

Roll Call Vote Required

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2021 _____

AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE GENERAL FUND TO PROVIDE \$8,000 OF APPROPRIATIONS FOR ECONOMIC DEVELOPMENT ACTIVITIES

WHEREAS; the Common Council of the City of Franklin adopted the 2021 Annual Budgets for the City of Franklin General Fund on November 17, 2020;

WHEREAS; the Economic Development Director has secured \$8,000 of donations in support of the annual Business Appreciation/Recognition event;

WHEREAS; the \$5,000 appropriations for the Business appreciation/recognition event are not sufficient to hold the event; and

WHEREAS the unplanned donations will provide the resources for the event.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That the 2021 Budget for the General Fund be amended as follows:

Donation Resources	Increase	\$8,000
Economic Development Non-Pers	Increase	8,000

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 web site.

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

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/19/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Property Assessment Services Contract Status and Potential Future Agreements</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.8.</p>

BACKGROUND

The City of Franklin has been under contract with its current Property Assessment Services Provider, Tyler Technologies, for quite a few years, as records have been found on the same dating back to 2001. The contracts in place between 2001 and 2021 have varied in duration, from one-year agreements to three-year agreements, with the existing agreement being a three-year agreement. In addition, it appears as though 2001 was the last time the City formally requested proposals for these services.

Tyler Technologies currently provides: (1) Assessor Services, meaning the company performs the role of the City's Statutory Assessor; (2) Annual Maintenance Services, meaning the company performs all necessary and required assessment maintenance services, including clerical staffing in the Assessor's Office during the City's normal business hours which began in 2016; and (3) Revaluation Services, meaning the company performs an Interim Market Update Revaluation of all taxable real property in the City on an annual basis.

The current agreement with Tyler Technologies expires on December 31, 2021.

ANALYSIS

While the City has been served well by Tyler Technologies over the years, it is prudent for the City to periodically consider other similar companies as the provider of these services to ensure competitiveness and high-quality services, along with the opportunity for the City to review its policies and procedures with regard to assessment services. To that end, staff is currently preparing to embark on the RFP process for these services. That process will culminate in the City entering into a new agreement with the service provider selected. Please note that even if the existing service provider is selected through the RFP process, a brand-new agreement will be entered into between the parties based on the requirements and parameters set forth in the RFP.

Staff did attempt to negotiate an extension with the current provider, which would run from January 1, 2022 – July 31, 2022, in an effort to better align the assessment agreement to the typical assessment duties as they occur in any given year; however, the pricing received from the current provider was higher than could be accepted knowing that a new agreement would need to begin at the end of that extension, thereby pushing the assessment services costs for 2022 approximately \$40,000 over the 2022 budgeted amount for those services.

The existing agreement, as well as prior agreements, begins on January 1 of each given year and runs through December 31. A potential change in the future agreement will include the agreement starting on January 1, 2022, continuing on from the current agreement, but ending in the middle of a given year, likely on July 31 or August 31, to better align with the timing of the typical annual State and local assessment processes.

Another goal that staff is hoping to accomplish through this process is to bring the timing of the assessment process more in line with the State formal process so that there are less adjustments throughout the years due to the timing of information received by the State. While this may not be able to be accomplished in the first year of a new agreement, it is something that will be a goal to achieve by the end of the agreement period.

In regard to the existing agreement, the City currently pays an annualized fee of \$213,500 for these services, which is broken down as follows:

- Assessor Services - \$88,500;
- Annual Maintenance Services - \$91,200; and
- Revaluation Services - \$33,800.

The funding source for this agreement is the City's General Fund.

Staff will begin the RFP process immediately. This process is expected to last approximately six to seven weeks; culminating with a recommendation for a new service agreement at the first or second Council Meeting in December, depending on timing of interviews, reference checking, and finalization of the recommendation; and, either the continuation of the existing provider, or a start with the new provider, beginning on January 1, 2022.

RECOMMENDATION

No recommendation is being made at this time.

COUNCIL ACTION REQUESTED

No action is requested at this time.

APPROVAL <i>Skw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/19/21
REPORTS & RECOMMENDATIONS	Results of the Department of Public Works Sale of Surplus Equipment	ITEM NUMBER G.9.

The following are the results of the sale of DPW surplus equipment through Auction Associates on October 9th, 2021:

EQUIPMENT	AUCTION SALE PRICE
2004 Dodge Intrepid (Engineering)	2,250.00
2001 Chevy Venture Van (Engineering)	2,350.00
2011 Jeep Grand Cherokee (Water Dept)	9,400.00
2000 Sterling Tandem Dump (DPW)	16,500.00
2006 Ford F450 One-Ton (DPW)	23,500.00
Salt Spreader (DPW)	800.00
Sub-Total	\$54,800.00
Auction Fee	-\$5,241.02
Total	\$49,558.98

COUNCIL ACTION REQUESTED

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

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Oct 19, 2021								
REPORTS & RECOMMENDATIONS	Finance Committee Recommended Changes to the 2022 Mayor's Recommended Budget	ITEM NUMBER G.10.								
<p><u>Background</u></p> <p>Upon introduction of the Mayor's Recommended 2022 Budget on September 21, 2021, the Finance Committee reviewed the Recommended Budget. The Finance Committee met three times. Department Heads made themselves available to provide details on their requests and respond to inquiries regarding operating and capital items</p> <p>Subsequent to the meeting, additional information became available. Requested changes to the Mayor's Recommended budget include:</p> <p>Civic Celebrations</p> <table data-bbox="289 730 889 806"> <tr> <td>Increase to Misc Resources</td> <td>\$118,000</td> </tr> <tr> <td>Increase to Non-Personnel Exp</td> <td>100,680</td> </tr> </table> <p>Health Grants</p> <table data-bbox="289 877 889 953"> <tr> <td>Increase resources– CDBG</td> <td>5,000</td> </tr> <tr> <td>Increase expenditures – CDBG</td> <td>5,000</td> </tr> </table> <p><u>Recommendation</u></p> <p>After hearing from the Department Heads related to 2022 operating and capital budgets, reviewing each of the operating department, Debt Service, Tax Incremental Financing District, Capital, Special Revenue, Sanitary Sewer and Internal Service Fund Budgets, the Finance Committee then considered the recommended tax levy, tax rates, Debt Service and Internal Service Fund budgets.</p> <p>The Finance Committee recommends changes to the 2022 budget, summarized by Fund and Budget Appropriation Unit as attached.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Motion to amend the 2022 Mayor's Recommended Budget to increase Civic Celebrations resources by 118,000 and Civic Celebrations Non-Personnel expenditures by \$100,680</p> <p>Motion to amend the 2022 Mayor's Recommended Budget to increase Health Grants resources by \$5,000 and Health Grant Expenditures by \$5,000</p> <p>and</p> <p>Motion to amend the 2022 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the attached schedule be included in the Proposed 2022 City of Franklin, WI Budget for the Public Hearing scheduled for November 16, 2021</p>			Increase to Misc Resources	\$118,000	Increase to Non-Personnel Exp	100,680	Increase resources– CDBG	5,000	Increase expenditures – CDBG	5,000
Increase to Misc Resources	\$118,000									
Increase to Non-Personnel Exp	100,680									
Increase resources– CDBG	5,000									
Increase expenditures – CDBG	5,000									

Finance Committee Changes to Recommended Budget

October 19, 2021

Fund - Dept - Acct	Revenues	Expenditures	Net	Who
Civic Celebrations - Fd 29	13,000	28,325	-15,325	
Increase to Misc Resources	118,000		118,000	
Increase to Non-Personel Expenditures		100,680	-100,680	
			0	
			0	
Revised Total	131,000	129,005	1,995	
Utility Development	76,800	1,475,950	-1,399,150	
Fd 22 - Transfers Out		70,500	-70,500	
			0	
			0	
Revised Total	76,800	1,546,450	-1,469,650	
Street Improvement	1,447,000	1,494,000	-47,000	
Fd 47 - Transfers In	140,000		140,000	
			0	
Revised Total	1,587,000	1,494,000	93,000	
Special Rev Funds	4,013,085	4,581,578	-568,493	
Health Grants Fd 25 - ARPA COVID Res	460,000	460,000	0	
Health Grants Fd 25 - CDC Pub Health	84,700	84,700	0	
Health Grants Fd 25 - Immunization COVID	70,600	70,600	0	
Health Grants - Fd 25 - Volition	120,000	48,076	71,924	
Health Grants - Fd 25 - Other exp	89,068		89,068	
Health Grants - Fd 25 CDBG	5,000	5,000	0	
			0	
Revised Total	4,842,453	5,249,954	-407,501	
Other Fund			0	
Water Fd 65 - Capital Expenditures		69,500	-69,500	
			0	
Revised Total	0	69,500	-69,500	

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>October 19, 2021</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution to Amend Resolution No. 2013-6861, A Resolution Reaffirming, Updating and Modernizing the City's Code Enforcement Policies, to Provide that the Identity and Any Personal Identification Information of Any Complainant on a Complaint Form Submitted to the City May be Released, Upon a Records Request Therefore Upon a Review by the Records Custodian Pursuant to the Wisconsin Open Records Law</p>	<p>ITEM NUMBER</p> <p>G.11.</p>

Annexed hereto is a copy of Resolution No. 2013-6861, A Resolution Reaffirming, Updating and Modernizing the City's Code Enforcement Policies, adopted on January 22, 2013. Also annexed hereto is a copy of the above entitled Resolution to Amend Resolution No. 2013-6861.

COUNCIL ACTION REQUESTED

Motion to adopt A Resolution to Amend Resolution No. 2013-6861, A Resolution Reaffirming, Updating and Modernizing the City's Code Enforcement Policies, to Provide that the Identity and Any Personal Identification Information of Any Complainant on a Complaint Form Submitted to the City May be Released, Upon a Records Request Therefore Upon a Review by the Records Custodian Pursuant to the Wisconsin Open Records Law.

RESOLUTION NO. 2013- 6861**A RESOLUTION REAFFIRMING, UPDATING AND
MODERNIZING THE CITY'S CODE ENFORCEMENT POLICIES**

WHEREAS, The City of Franklin's policy is to treat all complaints alleging violations of the City's Code with the due care they should be accorded; and,

WHEREAS, the Common Council previously adopted Resolution No. 91-3635: A Resolution Establishing Code Enforcement Policies and Procedures; and,

WHEREAS, these Policies and Procedures were more fully described in a memorandum dated October 17, 1997 from the City's Business Administrator to the Common Council; and,

WHEREAS, the City also has policies for complaints relating to quarry and landfill operations; and

WHEREAS, the Mayor and Common Council wishes to reaffirm, update and modernize its commitment to proper and effective handling of code enforcement issues and to ensure that the City's enforcement policy is consistent with current practices;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the following Code Enforcement Policies and Procedures be and hereby are adopted:

1. This Resolution shall replace the provisions of Resolution No. 91-3635 and the 1997 memorandum.
2. Except as may otherwise be required by emergency situations, all complaints by City Elected Officials shall be, and complaints from Franklin residents may be, addressed to the City Clerk's office through a formal written complaint. A formal written complaint for action by staff may be done through the Complaint submission form on the City's web site or in person at the Clerk's office. Upon receipt of such complaint, the Clerk's office shall determine the appropriate City Department to handle such complaint and refer it to said department within 3 working days of receipt. The Clerk's Department shall also ensure that the complaint is recorded within the City's complaint tracking system.
3. A City Elected Official may, at their discretion, choose to attempt to resolve a complaint prior to submission as a formal written complaint. Any time spent in

attempting pre-submittal resolution of a complaint shall not be considered when calculating any applicable deadlines established for handling complaints generally.

4. In the interest of customer service, in the case of a complaint made by a citizen directly to a City Department, such Department is expected to inform a Citizen of the option and availability of the Complaint submission process described above for the purpose of tracking and staff follow up or in the event the citizen is not or may not be satisfied with the City Department's handling of the Citizen's direct complaint.
5. Except as authorized by a complainant, the identity of any complainant shall not be released except as required by Court order, or as may be required to be released pursuant to enforcement proceedings (e.g., complainant may be called to testify at a trial concerning the enforcement of the Municipal Code or Wisconsin Statutes, etc.), except that, subject to conflict of interest rules, the Alderman of the district in which the complaint exists shall have the right to request this information for use in helping to resolve the complaint provided that the Alderman maintains confidentiality in accordance with this Resolution.
6. Upon receipt of a Complaint submission form, the enforcing Department should investigate the complaint within 7 working days. If this investigation results in a determination that the complaint has a valid basis, the Department shall, within 14 days of said determination, commence such enforcement action that is reasonably calculated to resolve the complaint. If this investigation results in a determination that the complaint does not have a valid basis, the Department shall, within 14 days of said determination, communicate this determination to the complaining party.
7. Appropriate enforcement action can vary depending on the nature of the violation, but will generally include a written notice of violation identifying what actions need to be taken in order to abate the violation and the issuance of appropriate municipal citations if the violation is not corrected as provided for within the notice of violation, the Municipal Code and/or Wisconsin Statutes. Each enforcing Department should have a standardized approach to handling various types of violations. Nothing herein, however, prohibits the enforcing Department from taking such emergency steps it deems appropriate in order to abate a violation that poses an immediate danger to health, safety or welfare.
8. Upon issuance of a municipal citation, the City Attorney's office may take any steps it believes to be necessary to abate the violation. Enforcing Departments

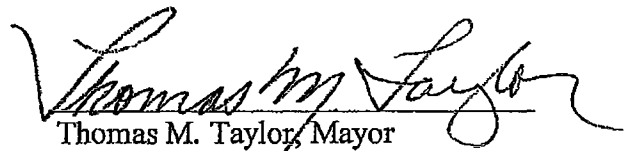
shall coordinate their efforts with the City Attorney's office in these circumstances.

9. In the event that an enforcing Department determines that any violation which constitutes a public nuisance requires an abatement order from the Circuit Court, the Department shall transfer the enforcement of the violation to the City Attorney's office within 3 working days of making such determination. The City Attorney's office shall promptly take all necessary steps to abate the nuisance as provided for by Wisconsin Statute and the Franklin Municipal Code.
10. The enforcing Department shall provide timely notice to the Alderman of the district in which complaints and violation exists and of significant actions taken with respect to the abatement process.
11. The timelines contained herein are subject to staffing and other departmental demands. In the event a City Department cannot meet these timelines, the City Department shall ensure that the reason(s) is recorded within the City's complaint tracking system for availability to the Mayor and the Aldermen of the affected district upon request. Requests for such information shall be submitted to the City Clerk's office.

Introduced by Ald. Wilhelm at a regular meeting of the Common Council of the City of Franklin the 22nd day of January, 2013.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 22nd day of January, 2013.

APPROVED:


Thomas M. Taylor, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

RESOLUTION NO. 2021-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2013-6861, A RESOLUTION REAFFIRMING, UPDATING AND MODERNIZING THE CITY'S CODE ENFORCEMENT POLICIES, TO PROVIDE THAT THE IDENTITY AND ANY PERSONAL IDENTIFICATION INFORMATION OF ANY COMPLAINANT ON A COMPLAINT FORM SUBMITTED TO THE CITY MAY BE RELEASED, UPON A RECORDS REQUEST THEREFORE UPON A REVIEW BY THE RECORDS CUSTODIAN PURSUANT TO THE WISCONSIN OPEN RECORDS LAW

WHEREAS, the Common Council having adopted Resolution No. 2013-6861, A Resolution Reaffirming, Updating and Modernizing the City's Code Enforcement Policies, on January 22, 2013; and

WHEREAS, the Common Council having reviewed the provisions of Resolution No. 2013-6861, in part in relation to litigation with regard to the release of complaint forms without the redaction of a complainant's name and personal identification information in response to open records requests, and a Court Order in relation thereto having been issued on October 4, 2021 in Milwaukee County Circuit Court Case No. 20-CV-3506; and

WHEREAS, the Common Council having determined it to be reasonable and necessary to adopt an amendment to Resolution No. 2013-6861, to provide that the identity and any personal identification information of any complainant on a complaint form submitted to the City may be released, upon a records request therefore upon a review by the records custodian pursuant to the Wisconsin Open Records Law.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Resolution No. 2013-6861, A Resolution Reaffirming, Updating and Modernizing the City's Code Enforcement Policies, be and the same is hereby amended, specifically and only with regard to provision 5. thereof, which is hereby amended to read as follows:

5. The identity and any personal identification information of any complainant on a complaint form submitted to the City may be released, upon a records request therefore upon a review by the records custodian pursuant to the Wisconsin Open Records Law, which review shall consider and balance the strong public interest in disclosure of the record against the public interest favoring nondisclosure, as well as the facts of the matter and the application of all other Wisconsin Open Records Law provisions; as required by Court order; or as may be required to be released pursuant to enforcement proceedings (e.g., complainant may be called to testify at a hearing and/or a trial concerning the enforcement of the Municipal Code or Wisconsin Statutes, etc.); and, subject to conflict of interest rules, the Alderperson of the District in which the complaint exists shall have the right to

request this information for use in helping to resolve the complaint, provided that the Alderperson maintains confidentiality as may exist or remain pursuant to the foregoing in accordance with this Resolution.

BE IT FURTHER RESOLVED, that all terms and conditions of Resolution No. 2013-6861, not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">10/19/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Recommendation for the Remainder of the 2022 Employee Benefit-Related Coverages, Carriers, and Premium Shares, Including: Health Insurance, Wellness, Health and Wellness Supplementary Programs, and Dental Insurance.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.12.</p>

Below is information relative to the remaining items of the City's Health Insurance Plan and supplementary programs for 2022, and a recommendation on the same.

This item is being considered by the Personnel Committee at their October 18, 2021 meeting, and any recommendation which is made by the Personnel Committee will be communicated to the Common Council when this item comes up for consideration.

RECOMMENDATION

Staff recommends that the Common Council approve the following proposed plan elements for 2022:

1. STOP LOSS COVERAGE - Transition to a new carrier, Symetra, for the City's stop loss protection. The renewal offer for this coverage by SunLife was originally 14%. As such, this element of the plan was bid out and five firm quotes were received, including a more favorable quote from SunLife, as illustrated on the included ATTACHMENT A.

Per the attached details, Symetra provided the most favorable pricing overall, for the same exact coverage as is currently in place, with a contract price of \$586,134. This quote is \$34,645 less than the best renewal option from SunLife, even with SunLife's experience rated refund offer. In addition to this savings, the City is also eligible for a more favorable experience rated refund offer percentage in 2023, based on the 2022 service year claims experience, if it renews with Symetra for the 2023 plan year.

2. LIFE AND LONG-TERM DISABILITY COVERAGE - Transition to a new carrier, Prudential, for the City's life insurance and long-term disability plans. Sun Life is the incumbent provider for both the City's life insurance and long-term disability plans. The renewal offer for life insurance was favorable at a 0% increase with a two-year rate lock, however, the disability came in at a 39% increase. Since these lines are partnered to obtain the best pricing, both elements were bid out and seven firm quotes were received, including more favorable quotes from SunLife, as illustrated on the included ATTACHMENT B.

Per the attached details, Prudential provided the most favorable pricing overall, for equal to or better coverages on both lines. Since this is 'package pricing', we are unable to separate the two lines without increasing the costs on each separate line.

Please note that this is not a simple decision as the costs under the second place quote, from The Hartford, are lesser in regard to the City's portion (Life Insurance) when taking into account the credit received from The Hartford due to the City also contracting with Nice Healthcare as there is a

contractual relationship between the two companies that dictates that the City would receive a 10% credit from The Hartford if it contracts for both services in the same year. If The Hartford is selected, the City saves \$4,116, and the employees pay an additional \$6,239 for long-term disability coverage. There is one main difference in coverage levels, favoring the Prudential, in regard to Mental/Nervous and Alcohol & Drug Abuse coverage, however, the coverage under The Hartford Plan is considered industry standard.

3. COBRA ADMINISTRATION - Transition to a new Third-Party Administrator, UMR, for the City's COBRA coverage. UMR is the City's new third-party administrator for the City's two health insurance plans. The pricing received by UMR is \$0.75 per member per month, whereas the 2021 pricing with United Health Care was \$0.55 per member per month. This equates to an increase of approximately \$440 per year, however, there were financial savings much greater than this in transitioning to UMR as the overall third-party administrator. Also, it is reasonable and makes the most sense to use the overall third-party administrator for these services if possible due to their knowledge and connectivity in regards to eligibility for COBRA coverage.

All of the items included in this recommendation are consistent with, and actually favorable to, the Mayor's Recommended 2022 Budget, as reviewed and recommended by the Personnel Committee at their September 27, 2021 meeting. Collectively, these recommendations remain favorable to prior budgets, and strive to reduce the overall plan costs while providing sufficient benefits to attract and retain quality employees.

On another note, as part of the transition to UMR as the City's third-party administrator for its two health insurance plans, a new potential issue has recently arisen with regard to the plan design for the City's High-Deductible Health Plan which is currently being reviewed. While staff does not yet have a resolution for this issue, it is being worked on diligently, and staff will bring it forward as soon as possible with regard to the breadth and depth of the issue as well as a recommended solution. This is not included in the current recommended actions noted above.

COUNCIL ACTION REQUESTED

Motion to approve the three above noted 2022 employee benefit-related coverages, carriers, and premiums, including: health insurance, wellness, health and wellness supplementary programs, and dental insurance; and authorize the Director of Administration to execute the appropriate related contracts.

City of Franklin

MEDICAL COST COMPARISON

Enrollment Assumptions: Single: 52 Family: 134 Effective: 1/1/2022

	UMR Evolution Risk - Pan American		UMR Liberty Mutual		UMR Berkeley	
	Single	Family	Single	Family	Single	Family
FIXED COSTS						
Stop Loss Carrier						
AM Best Rating						
Network	A		A		A	
Specific Contract Type	UHC Choice Plus		UHC Choice Plus		UHC Choice Plus	
Specific Terms	24 / 12		24 / 12		24 / 12	
Rx included	Yes		Yes		Yes	
Aggregating-Specific Deductible	Yes		Yes		Yes	
Aggregate Terms	125%		125%		125%	
Laser Provisions	Yes		Yes		Yes	
Lifetime Max	Unlimited (\$1,000,000 annually)		Unlimited (\$1,000,000 annually)		Unlimited (\$1,000,000 annually)	
	Option 4		Option 3		Option 4	
	Single	Family	Single	Family	Single	Family
Medical						
Specific Stop Loss	\$132.92	\$367.98	\$150.44	\$384.85	\$133.79	\$405.73
Aggregate Stop Loss	\$8.11	\$8.11	\$8.90	\$8.90	\$12.28	\$12.28
Total Fixed Costs	\$141.03	\$376.09	\$159.34	\$393.75	\$146.07	\$418.01
Annual % of Increase/Decrease	9.72%	9.72%	16.03%	16.03%	20.89%	20.89%
Experience Rated Refund- Max Potential	\$61,358.64		\$101,181.36		\$131,910.96	
Stop Loss Assumptions	Includes No New Laser and 49% Rate Cap Experience Refund Not FIRM		Includes No New Laser and 50% Renewal Rate Cap Not FIRM		Includes No New Laser and 55% Rate Cap Not FIRM	

	UMR Evolution Risk - Pan American		UMR Liberty Mutual		UMR Berkeley	
	Single	Family	Single	Family	Single	Family
Expected Costs						
Total Fixed Costs	\$141.03	\$376.09	\$159.34	\$393.75	\$146.07	\$418.01
Expected Claims	\$505.85	\$1,420.98	\$452.65	\$1,274.29	\$509.48	\$1,464.68
Total Expected Costs	\$646.88	\$1,797.07	\$611.99	\$1,668.04	\$655.55	\$1,882.69
Maximum Costs						
Total Fixed Costs	\$141.03	\$376.09	\$159.34	\$393.75	\$146.07	\$418.01
Maximum First Year Claims	\$632.31	\$1,776.22	\$565.81	\$1,592.86	\$636.85	\$1,830.85
Total Maximum Costs	\$773.34	\$2,152.31	\$725.15	\$1,986.61	\$782.92	\$2,248.86

Note: PACE - Companion Life declined to quote due to unfavorable firefighter population. Partners MGU - Everest Rd declined to quote as does not meet minimum lives requirement.

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This constitutes only a summary of the health plan involved. The actual contract or plan document must be consulted to determine the governing contractual provisions, limitations, or exclusions. There is no guarantee, expressed or implied by USI Insurance Services or vendors of plan provisions or level of payments.

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City of Franklin

ANCILLARY SUMMARY PAGE

Effective Date 1/1/2022

Carrier	Sun Life Financial Current	Sun Life Financial Renewal	Prudential Option 1	The Hartford Option 2	Unum Option 3	Lincoln Financial Group Option 4	New York Life Option 5	UnitedHealthcare Specialty Benefits Option 6
Life	\$5,105.91	\$5,105.91	\$3,249.22	\$3,481.31	\$3,458.10	\$4,409.65	\$4,873.83	\$3,945.48
Long Term Disability	\$4,887.49	\$6,790.49	\$3,639.62	\$4,159.56	\$4,055.57	\$4,887.49	\$4,679.51	\$5,792.19
Total Monthly Premium	\$9,993.40	\$11,896.40	\$6,888.84	\$7,640.87	\$7,513.67	\$9,297.14	\$9,553.34	\$9,737.67
Total Annual Premium	\$119,920.80	\$142,756.80	\$82,666.06	\$91,690.38	\$90,164.00	\$111,565.72	\$114,640.08	\$116,852.04
Nice Healthcare Fee Credit	--	--	--	-\$6,901.20	--	--	--	--
Total Annual Premium	\$119,920.80	\$142,756.80	\$82,666.06	\$84,789.18	\$90,164.00	\$111,565.72	\$114,640.08	\$116,852.04
Annual % of Increase/Decrease	--	19.0%	-31.1%	-29.3%	-24.8%	-7.0%	-4.4%	-2.6%
Annual Dollar Increase/Decrease	--	\$22,836.00	(\$37,254.74)	(\$35,131.62)	(\$29,756.80)	(\$8,355.08)	(\$5,280.72)	(\$3,068.76)

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The following proposals assume package pricing: The Hartford, Unum, Prudential, Lincoln, and New York Life.

Note: Prudential, The Hartford, and Unum will allow true 1X Open enrollment for 1/1/22 for on the LTD.

Note: The Hartford Life Rates would increase to \$ 145.03 if written as Stand Alone Sale

Note: UHC proposal does not state Package Pricing. We can confirm if needed with Mike Turner.

Declined to Quote: Guardian, Mutual of Omaha, and Reliance Standard

NOTE: Principal declined to quote on the LTD so they are not included on this comparison.

Not Competitive: Voya

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City of Franklin

LIFE AND AD&D INSURANCE ALTERNATIVES

Effective Date 1/1/2022

Schedule	Current / Renewal		Option 1		Option 2		Option 3		Option 4		Option 5		Option 6	
	2X annual earnings	1X annual earnings	2X annual earnings	1X annual earnings	2X annual earnings	1X annual earnings	2X annual earnings	1X annual earnings	2X annual earnings	1X annual earnings	2X annual earnings	1X annual earnings	2X annual earnings	1X annual earnings
Waiver of Premium Accelerated Death Benefit Conversion Privilege # of Employees	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
	213	213	213	213	213	213	213	213	213	213	213	213	213	213
	\$23,208,700	\$23,208,700	\$23,208,700	\$23,208,700	\$23,208,700	\$23,208,700	\$23,208,700	\$23,208,700	\$23,208,700	\$23,208,700	\$23,208,700	\$23,208,700	\$23,208,700	\$23,208,700
Rate per \$1,000 Life AD&D	Current	Renewal	Current	Renewal	Current	Renewal	Current	Renewal	Current	Renewal	Current	Renewal	Current	Renewal
	\$0.200	\$0.200	\$0.120	\$0.120	\$0.120	\$0.120	\$0.129	\$0.129	\$0.170	\$0.170	\$0.190	\$0.190	\$0.150	\$0.150
	\$5,105.91	\$5,105.91	\$3,249.22	\$3,249.22	\$3,481.31	\$3,481.31	\$3,458.10	\$3,458.10	\$4,409.65	\$4,409.65	\$4,873.83	\$4,873.83	\$3,945.48	\$3,945.48
Annual Premium Annual % of Increase/Decrease Annual Dollar Increase/Decrease AM Best Rating Participation	\$61,270.97	\$61,270.97	\$61,270.97	\$61,270.97	\$41,775.66	\$41,775.66	\$41,497.16	\$41,497.16	\$52,915.84	\$52,915.84	\$58,485.92	\$58,485.92	\$47,345.75	\$47,345.75
	-	0.0%	-	-36.4%	-31.8%	-31.8%	-32.3%	-32.3%	-13.6%	-13.6%	-4.5%	-4.5%	-22.7%	-22.7%
	-	\$0.00	(\$22,280.35)	(\$22,280.35)	(\$19,495.31)	(\$19,495.31)	(\$19,773.81)	(\$19,773.81)	(\$8,355.13)	(\$8,355.13)	(\$2,785.04)	(\$2,785.04)	(\$13,925.22)	(\$13,925.22)
Rate Guarantee	A+	A+	A+	A+	A+	A+	A	A	A+	A+	A++	A++	A	A
	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	2 Years	2 Years	3 Years	3 Years	3 Years	3 Years	2 Years	2 Years	2 Years	2 Years	3 Years	3 Years	3 Years	3 Years

NOTE: Company logos are for information purposes only. Agents are independent and are not affiliated with the company. Declined to Quote: Guardian, Mutual of Omaha, and Reliance Standard. Note: The Hartford Life Rates would increase to \$1,478.03 if written as Stand Alone Sale. NOTE: Principal destined to quote on the LTD so they are not included on this comparison. Not Competitive: Voya

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This constitutes only a summary of the Life plan involved. The actual contract or plan document must be consulted to determine the governing contractual provisions, limitations, or exclusions. There is no guarantee, expressed or implied by USI Insurance Services or vendors of plan provisions or level of payments. CONFIDENTIAL AND PROPRIETARY: This document and the information contained herein is confidential and proprietary information of USI Insurance Services LLC ("USI"). Recipient agrees not to copy, reproduce or distribute this document, in whole or in part, without the prior written consent of USI. Estimates are illustrative given data limitation, may not be cumulative and are subject to change based on carrier underwriting.

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LONG TERM DISABILITY INSURANCE ALTERNATIVES

Effective Date 1/1/2022

Carrier	Current / Renewal	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
Benefit	60% 60%	60% 60%	60% 60%	60% 60%	60% 60%	60% 60%	60% 60%
Maximum	\$6,000 \$6,000	\$6,000 \$6,000	\$6,000 \$6,000	\$6,000 \$6,000	\$6,000 \$6,000	\$6,000 \$6,000	\$6,000 \$6,000
Minimum	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Elimination Period	90 Days	90 Days	90 Days	90 Days	90 Days	90 Days	90 Days
Own Occupation	Full Family	Full Family	Full Family	Full Family	Full Family	Full Family	Full Family
Definition of Disability	Loss of duties and loss of earnings required	"And" Definition Partial 80/60	2 Years Own Occupation	2 Years Own Occupation with Residual	2 Years Own Occupation	2 Years Own Occupation	Residual
Benefit Period	SSNRA	To SSNRA with ADEA I	ADEA I with SSNRA	SS ADEA (SSNRA)	Later of Age 65 or SSNRA	SSNRA	RBD w/SSNRA
Survivor Benefit	Included	Included	Included	Included	Included	Included	Included
Pre-Existing	3/12	3/12	3/12	3/12	3/12	3/12	3/12
Mental/Nervous	24 Months Limitation	24 Months Lifetime (Per Occurrence)	24 Months Outpatient	24 Months	24 Months	24 Month Lifetime Limitation	24 Months Lifetime
Alcohol & Drug Abuse	24 Months Limitation	24 Months Lifetime (Per Occurrence)	24 Months Outpatient	24 Months	24 Months	24 Month Lifetime Limitation	24 Months Lifetime
Successive Disability	Included	Included	Included	Included	Included	Included	Included
Conversion	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed	Not Listed
Waiver of Premium	Included	Included	Included	Included	Included	Included	Included
Contributory	Yes	Yes	Yes	Yes	Yes	Yes	Yes
# Employees	164	164	164	164	164	164	164
Payroll	\$1,039,891.00	\$1,039,891.00	\$1,039,891.00	\$1,039,891.00	\$1,039,891.00	\$1,039,891.00	\$1,039,891.00
Rate	0.470%	0.35%	0.40%	0.39%	0.470%	0.45%	0.557%
Monthly Premium	\$4,887.49	\$3,639.62	\$4,159.56	\$4,055.57	\$4,887.49	\$4,679.51	\$5,792.19
Annual Premium	\$58,649.88	\$43,675.44	\$49,914.72	\$48,666.84	\$58,649.88	\$56,154.12	\$69,506.28
Annual % of Increase/Decrease	--	-25.5%	-14.9%	-17.0%	0.0%	-4.3%	18.5%
Annual Dollar Increase/Decrease	--	(\$14,974.44)	(\$8,735.16)	(\$9,983.04)	\$0.00	(\$2,495.76)	\$10,856.40
AM Best Rating	A+	A+	A+	A	A+	A++	A
Participation	77%	25%	77%	77%	77%	25%	77%
Rate Guarantee	1 Year	3 Years	3 Years	2 Years	2 Years	3 Years	3 Years

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 Note: Prudential, The Hartford, and Unum will allow max 1X Open enrollment for 1/1/22 for on the LTD.
 Declined to Quote: Guardian, Mutual of Omaha, Principal, and Reliance Standard
 Not Competitives: Voya
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APPROVAL <i>Slu</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE October 19, 2021
REPORTS AND RECOMMENDATIONS	Public water service public improvements projects to serve Neumann Developments, Inc. proposed subdivisions, a water main extension from approximately 9132 South 92nd Street to approximately 11111 West Ryan Road to serve an 87-lot single-family residential subdivision to be located at 9732 West Ryan Road (TKN 887-9998-000), and a water main extension from approximately 11533 West Ryan Road to approximately 12200 West Ryan Road to serve a 183-lot single-family residential subdivision to be located at 12200 West Ryan Road (TKN 890-9991-001), and subdivision development agreements in relation thereto. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to public water service public improvements projects to serve Neumann Developments, Inc. proposed subdivisions and subdivision development agreements in relation thereto, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER G.13.
<p>At the August 3, 2021, Common Council meeting (items G.3. and G. 4.), Neumann Developments, Inc. presented two residential developments as a concept review. One project was an 87-lot single-family residential subdivision to be located at 9732 W. Ryan Road (TKN 887-9998-000) and the second project was a 183-lot single-family residential subdivision to be located at 12200 W. Ryan Road (TKN 890-9991-001). The Developer has since asked for the City to provide water service to the two projects.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to public water service public improvements projects to serve Neumann Developments, Inc. proposed subdivisions and subdivision development agreements in relation thereto, and the investing of public funds and governmental actions in relation thereto, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate;</p> <p>or</p> <p>as the Common Council deems appropriate.</p>		


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<p>APPROVAL</p> <p><i>Slu</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>10/19/2021</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Litigation Matter Franklin Community Advocates, et al v. City of Franklin, and Strauss Brands, LLC, Milwaukee County Circuit Court Case No. 20-CV-7031, which litigation matter is in process and pending at this time, the 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.</p>	<p>ITEM NUMBER</p> <p>G.14.</p>

COUNCIL ACTION REQUESTED

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.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/19/2021
Bills	Vouchers and Payroll Approval	ITEM NUMBER H.

Attached are vouchers dated October 2, 2021 through October 14, 2021 Nos 184805 through Nos 184977 in the amount of \$ 2,815,344 29 (\$1,650,000 00 of this amount was an investment transfer) Also included in this listing are EFT's Nos 4717 through Nos 4730, Library vouchers totaling \$ 10,037 09 and Water Utility vouchers totaling \$ 33,410 08

Early release disbursements dated October 2, 2021 through October 13, 2021 in the amount of \$ 2,036,673 48 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolution 2013-6920

The net payroll dated October 8, 2021 is \$ 407,972 60, previously estimated at \$ 410,000 Payroll deductions dated October 8, 2021 are \$ 232,113.89, previously estimated at \$ 240,000

The estimated payroll for October 22, 2021 is \$ 420,000 with estimated deductions and matching payments of \$ 465,000

Attached is a list of property tax distributions check nos 17932 dated October 1, 2021 through October 14, 2021 in the amount of \$ 2,333 00 These distributions have been released as authorized under Resolution 2013-6920

Approval to release payment to Payne & Dolan in the amount of \$ 942,867 82 for 2021 street improvements

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of October 14, 2021 in the amount of \$ 2,815,344 29 and
- Payroll dated October 8, 2021 in the amount of \$ 407,972 60 and payments of the various payroll deductions in the amount of \$ 232,113 89 of City matching payments and
- Estimated payroll dated October 22, 2021 in the amount of \$ 420,000 and payments of the various payroll deductions in the amount of \$ 465,000, plus City matching and
- Property tax distributions with an ending date of October 14, 2021 in the amount of \$ 2,333 00 and
- Approval to release payment to Payne & Dolan in the amount of \$ 942,867 82

ROLL CALL VOTE NEEDED